CONTRACT BY AND BETWEEN CITY OF PLANO, TEXAS AND DATAPROSE LLC BID NO. 2021-0440-AC

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

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 Bill and Insert Printing and Fulfillment. These services shall be provided in accordance with RFP 2021-0440-AC, Addendum 1, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and Contractor's Response & BAFO 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) RFP 2021-0440-AC, Addendum 1 (**Exhibit "A"**);
- (b) Contractor's Response & BAFO (**Exhibit "B"**); and
- (c) Insurance Requirements (**Exhibit "C"**).

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 be a period of one (1) year commencing on February 2, 2022 ("Initial Term"). This Contract shall automatically renew for up to nine (9) one (1) year periods ("Renewal Term") unless sooner terminated pursuant to **Section XVIII. TERMINATION**.

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 RFP 2021-0440-AC, Addendum 1, 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 annual compensation under this Contract is estimated to be **TWO HUNDRED EIGHTEEN THOUSAND SIXTY-SIX AND NO/100 DOLLARS (\$218,066.00).**

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 HOLD HARMLESS** 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 AND HOLD HARMLESS

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 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.

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 THE 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 THE 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, THE 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 THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE 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 PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

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

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting 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. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.

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. NO PROHIBITED INTEREST AND EQUAL RIGHTS COMPLIANCE

Contractor acknowledges and represents it 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.

A. No Prohibited Interest

By entering into this Contract, Contractor confirms that it has made a reasonable inquiry and, to the best of Contractor's knowledge, no person or officer of its company 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.

Contractor is aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer

to discriminate against a person in violation of this subsection;

- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (I) 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. Contractor is aware that its company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies. Further, Contractor understands that if Section 2-11(F) applies, Contractor is entitled to apply to the City Manager for a waiver 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, Contractor affirms that its company, its directors, officers and employees agree to comply with Section 2-11(F); <u>or</u> Contractor's company is excluded from this Ordinance based on an exclusion identified in the City Code of Ordinances.

XV. CERTIFICATION

By signing this Contract, Contractor certifies the following:

Pursuant to Section 2271.002, Texas Government Code, if Contractor employs ten (10) or more full-time employees and the Contract has a value of \$100,000 or more, the Contractor hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

Contractor further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

Pursuant to Section 2274.002, Texas Government Code, if Contractor employs ten (10) or more full-time employees and the Contract has a value of \$100,000 or more, the Contractor hereby (i) represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate during the term of the Contract against a firearm entity or firearm entity or firearm trade association. As used in the immediately preceding sentence, "firearm entity", "firearm trade association", and discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

Pursuant to Section 2274.0102, Texas Government Code, for contracts involving critical infrastructure, Contractor hereby represents it is not (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia, or a designated country. As used in the immediately preceding sentence, "critical infrastructure" shall have the meaning given such term in Section 2274.0101, Texas Government Code.

Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

XVI. WORK FORCE

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

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;

a. 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 b. 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.

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 must not employ such worker again on Contract services without the City's prior written consent.

XVII. 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.

XVIII. 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. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Contract prior to termination.

XIX. SURVIVAL

Provisions of this Contract which by their nature should apply beyond their terms will remain in full force and effect after any termination or expiration of this Contract including, but not limited to, the following provisions: Compliance with Applicable Laws, Indemnification, Venue/Governing Law, and Survival, and any remedies for the breach thereof.

XX. 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.

XXI. MAILING OF NOTICES

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

City of Plano, Texas Customer & 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 Contract shall be addressed to Contractor at the following address:

> DataProse LLC Attn: Tim Zombik, Sales Manager - Utilities 1122 W. Bethel Road, 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.

XXII. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

XXIII. 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.

XXIV. SUCCESSORS AND ASSIGNS

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

XXV. 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.

XXVI. EFFECTIVE DATE

This Contract shall be effective from and after February 2, 2022.

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

DATAPROSE LLC

Date: 1212022

Bv:	Will	an	K	m	Im	ray
	Name: Title:	Wit	liar	n K	. M	undra 7

CITY OF PLANO, TEXAS

Date: January 26, 2022

By: Wall . Analo

Mark D. Israelson CITY MANAGER

APPROVED AS TO FORM:

Brandi M. Junger

Paige Mims, CITY ATTORNEY



2021-0440-AC Addendum 1

Utility Bill and Insert Printing and Fulfillment

Issue Date: 9/28/2021 Questions Deadline: 10/21/2021 10:00 PM (CT) Response Deadline: 11/1/2021 01:00 PM (CT)

Contact Information

Contact: Nik Winter Address: 1520 K Avenue Plano, TX 75074 Email: nikw@plano.gov

Page 1 of 5 pages

Event Information

Number:	2021-0440-AC Addendum 1
Title:	Utility Bill and Insert Printing and Fulfillment
Туре:	Request for Proposal
Issue Date:	9/28/2021
Question Deadline:	10/21/2021 10:00 PM (CT)
Response Deadline:	11/1/2021 01:00 PM (CT)
Notes:	

The City of Plano is soliciting proposals for data processing, printing, and mailing of utility bills and inserts.

Questions must be submitted electronically through IonWave. No questions will be answered over the phone or through email.

The preferred method for proposal submission is electronically through IonWave. If you choose to submit your proposal in person, Purchasing personnel will be available Mondays and Wednesdays between the hours of 10 a.m. and 1 p.m. The person delivering the proposal must call (972) 941-7557 upon arrival during those hours and wait in the lobby for someone to meet them to receive their proposal. Responses delivered in person are to be delivered in a sealed envelope to the Purchasing Division at:

City of Plano Purchasing Division 1520 K Avenue Plano, TX 75074 Ph: (972) 941-7557

All responses are due prior to the published closing date and time. No late responses will be accepted.

Proposals will be opened, and the names of offerors read, on **Tuesday, November 2**, **2021 at 2:00 PM Central Time**. The reading will be broadcast live by Plano TV and available for viewing at the time of opening by tuning into the City of Plano's Government Access Channel online or through your cable provider. Broadcast information and viewing by stream may be accessed at this link: https://www.plano.gov/1565/Plano-TV. Tabulations for these solicitations should be available on lonWave within 48 hours of the opening. We ask that you limit exposure by watching the live broadcast of the opening, or viewing tabulations electronically through lonWave, rather than attending at City Hall.

Time Critical Deliveries: The City of Plano cannot guarantee, due to internal procedures, that any offers sent via Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical deliveries be made either electronically through IonWave or in person as described above.

It is further recommended that users review all electronic response attachments to ensure that the uploaded files are able to be downloaded and viewed. Instructions for this, if needed, can be found in the Supplier Bid Response Quick Tutorial online in IonWave or by calling IonWave Support at 866-277-2645. Responses or parts of a response, whether hardcopy or electronic, that cannot be viewed may render your submittal non-responsive. In addition, the City reserves the right to request clarification in such cases.

Billing Information

Contact: City of Plano- Accounts Payable Address: PO Box 860279 Plano, TX 75086-0279 Phone: (972) 941-5221 Email: AP@Plano.gov

Bid Attachments

Addendum1.pdf	View Online
Addendum 1	
General Terms and Conditions Rev 5.1.20.pdf	View Online
General Terms and Conditions	
2021-0440_Utility_Billing_SOO V1_0.pdf	View Online
STATEMENT OF OBJECTIVES	
2021-0440 Cost Worksheet.xlsx	View Online
COST WORKSHEET	
2021-0440_Insurance_Requirements.pdf	View Online
Insurance Requirements	
Vendor Supplemental Information (Updated 7.18.19).pdf	View Online
Vendor Supplemental Form	
Israel form (updated 7.18.19).pdf	View Online
Israel Form	
CIQ - Conflict of Interest Questionaire.pdf	View Online
Conflict of Interest Questionnaire	
INTERLOCAL AGREEMENT.pdf	View Online
Interlocal Agreement	
Written Contract Verbiage.pdf	View Online
Written Contract Verbiage Information	
Form 1295 Certificate of Interested Parties Verbiage 7.10.18.docx	View Online
Form 1295 Certificate of Interested Parties Verbiage	
Vendor Acknowledgment Form.pdf	View Online
Vendor Acknowledgement	

Requested Attachments

Miscellaneous

Additional documentation that supports your proposal can be uploaded here.

SECTION VII—DOCUMENTATION API documentation SECTION III—DETAILED SOLUTION AND WORKPLAN Israel Form SECTION II—COMPANY PROFILE Interlocal Agreement Section I—Executive Summary Vendor Supplemental Information Vendor Acknowledgement Form Section IV—ADDED VALUE SECTION V—COST (Attachment required) Upload completed cost sheet, preferably in Excel format.

CIQ-Conflict of Interest Questionnaire



October 5, 2021

Addendum #1

Solicitation No. 2021-0440-AC

UTILITY BILL PRINTING AND FULFILLMENT

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

ATTACHMENTS:

1. Current contract pricing

Offerors who may have already submitted a response and feel this addendum may change their price may pick up their response 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.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted an offer.

Utility Bill Printing and Mailing Services and Insert Printing Services Bid #2016-0370-C Lot: Start-Up Cost

	Notes	Waived
	Total	\$0.00
DataProse	Prod Codi Price	\$0.00
	Unit	lump sum
	Qty	Ч
	Product Code	
	ltem	Start-Up Cost
	Item #	2016-0370-C01-01 Start-Up Cost

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

					"DataPros	rose		
Item #	Item	Product Code Qty	Qty	Unit	Prod Code Price Total	Total	Notes	
							20,000>	
							statements/	_
2016-0370-C02-01 Process/Print/Mail	Process/Print/Mail		1015345 each	each	\$0.0	\$0.085 \$86,304.325	шо,	

*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:

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

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

Item #	ltem	Qty	Unit	Price	Total
2016-0370-C04-01	Small 1C 1-sided	82	82 thousand	¢9.09/m	\$745.38
2016-0370-C04-02	Small 1C 2-sided	82	82 thousand	\$10.33/m	\$847.06
2016-0370-C04-03	Medium 1C 1-sided	82	82 thousand	\$14.25/m	\$1,168.50
2016-0370-C04-04	Medium 1C 2-sided	82	82 thousand \$16.94/m	\$16.94/m	\$1,389.08
2016-0370-C04-05	Large 1C 1-sided	82	82 thousand \$22.10/m	\$22.10/m	\$1,812.20
2016-0370-C04-06	Large 1C 2-sided	82	82 thousand	\$24.90/m	\$2,041.80
2016-0370-C04-07	Small 2C 1-sided	82	82 thousand \$11.98/m	\$11.98/m	\$982.36
2016-0370-C04-08	Small 2C 2-sided	82	82 thousand	\$13.74/m	\$1,126.68
2016-0370-C04-09	Medium 2C 1-sided	82	82 thousand	\$16.94/m	\$1,389.08
2016-0370-C04-10	Medium 2C 2-sided	82	82 thousand \$20.87/m	\$20.87/m	\$1,711.34
2016-0370-C-04-11	Large 2C 1-sided	82	82 thousand \$25.72/m	\$25.72/m	\$2,109.04
2016-0370-C04-12	Large 2C 2-sided	82	82 thousand \$30.16/m	\$30.16/m	\$2,473.12
2016-0370-C04-13	Small 4C 1-sided	82	82 thousand \$15.19/m	\$15.19/m	\$1,245.58
2016-0370-C04-14	Small 4C 2-sided	82	82 thousand \$16.73/m	\$16.73/m	\$1,371.86
2016-0370-C04-15	Medium 4C 1-sided	82	82 thousand \$19.94/m	\$19.94/m	\$1,635.08
2016-0370-C04-16	Medium 4C 2-sided	82	82 thousand \$23.65/m	\$23.65/m	\$1,939.30
2016-0370-C04-17	Large 4C 1-sided	82	82 thousand \$28.61/m	\$28.61/m	\$2,346.02
2016-0370-C04-18	Large 4C 2-sided	82	82 thousand \$32.75/m	\$32.75/m	\$2,685.50

1. <u>CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR</u> <u>SERVICES BY THE CITY OF PLANO (CITY). TAKING EXCEPTION TO THESE TERMS AND CONDITIONS MAY</u> <u>DEEM A RESPONSE AS NON-RESPONSIVE</u>.

- 2. <u>BID NOTIFICATION:</u> City of Plano utilizes the following procedures for notification of bid opportunities: <u>www.planotx.ionwave.net</u> and the Dallas Morning News: <u>www.dallasnews.com</u>. 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. <u>ELECTRONIC BIDS:</u> the City of Plano uses lonwave to distribute and receive bids and proposals. Refer to www.planotx.ionwave.net for information.
- 4. <u>REQUIRED INFORMATION</u>: City of Plano 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.
- 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.

Failure to provide the requested information within 72 hours may result in a vendor being deemed non-responsive.

- 6. CORRESPONDENCE: the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
- 7. **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.
- 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.
- 9. <u>TEXAS PUBLIC INFORMATION ACT:</u> For an expenditure of at least \$1 million in public funds for the purchase of goods or services by the City unless excepted by law, "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid/contract (whichever is applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."
- 10. <u>ADDENDA:</u> 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 Procurement Department. 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.
- 11. **<u>REVISED BIDS</u>**: the bid that is submitted last will supersede any previous versions.
- 12. **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.

- 13. **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.
- 14. <u>NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE</u>: 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:

- (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;
- (I) 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.

- 15. <u>SILENCE OF SPECIFICATION</u>: 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.
- 16. <u>SAMPLES:</u> 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.
- 17. <u>TESTING:</u> testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
- 18. <u>TAXES:</u> 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.
- 19. <u>PRICING:</u> bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
- 20. <u>ERROR-QUANTITY</u>: 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.
- 21. <u>WARRANTY/GUARANTEE LAWS AND REGULATIONS:</u> 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.
- 22. <u>PACKAGING:</u> unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 23. <u>F.O.B./DAMAGE:</u> 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.
- 24. <u>DELIVERY PROMISE PENALTIES:</u> 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.
- 25. <u>DELIVERY TIMES & INSTALLATION</u>: Deliveries will be acceptable only during normal working hours at the designated location. Regarding installation services, the Contractor shall be responsible to remove from City property and dispose of all waste and packaging material in a lawful manner.
- 26. <u>PAYMENT TERMS:</u> payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.

- 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.
- 28. <u>PRESENTATION OF BIDS PAPER SUBMISSION</u>: complete bid packets must be presented to the Procurement Department in a sealed envelope unless otherwise indicated.
- 29. <u>ALTERING BIDS PAPER SUBMISSION</u>: 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.
- <u>LATE BIDS PAPER SUBMISSION</u>: bid packets received in the Procurement Department 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.
- 31. <u>WITHDRAWAL OF BIDS</u>: 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.
- 32. <u>BID OPENINGS:</u> 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 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.
- 33. <u>BID SUMMARY SHEET:</u> 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 <u>www.planotx.ionwave.net</u> No results will be given over the telephone.
- 34. <u>MINOR DEFECT:</u> 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.
- 35. EVALUATION: bids/proposals will be evaluated as outlined in the bid/proposal document.
- 36. **AWARD:** the City reserves the right to award:
 - A. In whole or in part as determined to be in the best interest of the City; and/or
 - B. 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.
- 37. 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.
- 38. <u>ADDITIONAL TERMS</u>: Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's proposal or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
- 39. <u>CONFLICTS</u>: 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.
- 40. <u>AUTHORIZATION</u>: The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
- 41. <u>CONFORMITY OF GOODS/SERVICES</u>: 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.

- 42. <u>PRICING</u>: Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
- 43. <u>PRICE ESCALATION</u>: 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.
- 44. <u>PRICE REDUCTION</u>: 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.
- 45. <u>TAXES</u>: The City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Contractor shall be responsible to furnish the appropriate forms required to the supplier(s).
- 46. 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.
- 47. <u>INVOICES</u>: 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 <u>must</u> appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
- 48. <u>PATENT RIGHTS</u>: The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 49. <u>FUNDING</u>: 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.
- 50. <u>ASSIGNMENT</u>: Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting 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. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
- 51. AUDIT: The City of Plano reserves the right to audit the records and performance of Contractor during the contract and for three years thereafter.
- 52. <u>CHANGE ORDERS</u>: 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.
- 53. <u>INDEMNIFICATION:</u> 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 noninfringing 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.

- 54. **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. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Contract prior to termination.
- 55. **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.
- 56. <u>**REMEDIES**</u>: 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.
- 57. <u>VENUE</u>: 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.
- 58. <u>DELINQUENT TAXES</u>: 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.

59. 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;

 i. 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
 ii. 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 must 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.

STATUTORY CONTRACTING REQUIREMENTS:

The following terms apply when required by applicable Texas statute(s) or for purchases funded or reimbursed using Federal funds.

60. COMPLIANCE WITH TX GOVT CODE 2270:

- A. As required per Texas Government Code Section 2270.001, the Contractor certifies the following:
 - i. Company does not boycott Israel;
 - ii. Company will not boycott Israel during the term of the contract.
- **61.** <u>FEDERALLY FUNDED PROJECTS:</u> For projects using Federal funds the following shall apply: The City of Plano, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and its Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

62. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [29 C.F.R. § 5.5(b)]:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (the Federal agency or the loan or grant recipient, whichever is applicable) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

63. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

Clean Air Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the (City of Plano or applicant, whichever is applicable, entering into the contract) and understands and agrees that the (City of Plano or applicant, whichever is applicable, entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the (City of Plano or applicant, whichever is applicable, entering into the contract) and understands and agrees that the (City of Plano or applicant, whichever is applicable, entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

64. DEBARMENT AND SUSPENSION:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (the City of Plano, or recipient/subrecipient/applicant, whichever is applicable). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (the City of Plano, or recipient/subrecipient/applicant, whichever is applicable), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

65. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

66. PROCUREMENT OF RECOVERED MATERIALS:

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

67. ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Plano, (recipient, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Plano and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.



2021-04440-AC Utility Bill and Insert Printing and Fulfillment Statement of Objectives



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1. BACKGROUND/INTRODUCTION

The City of Plano (the "City") is soliciting proposals for data processing, printing, and mailing of utility bills and inserts.

This Statement of Objectives (SOO) identifies the broad, basic, top-level objectives of the acquisition and is used as a focusing tool for both the City of Plano and offerors. While requirements are listed, it is the City's intent to provide maximum flexibility to allow for each offeror to propose an innovative approach that it believes meets the requirements and should be considered by the City.

2. OMITTED

3. **OBJECTIVES**

- 3.1 Provide a high-quality, accurate, and timely printed water bill to our customers.
- 3.2 Obtain the lowest possible postage costs.

4. **CURRENT ENVIRONMENT**

- 4.1 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. 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.
- 4.2 Less than 1% of bills are mailed in bulk packages. Bills are normally one page and are blank on the back. There is no static backer.
- 4.3 The current contractor returns PDF files of each bill that is processed, and the City handles e-billing.

5. SCOPE OF EFFORT

- 5.1 Service includes:
 - 5.1.1 Receiving and processing a data transfer daily;
 - 5.1.2 Printing and folding of bills and inserts, and envelope inserting;
 - 5.1.3 CASS certification, presorting, metering, and mailing.
- 5.2 Out of Scope
 - 5.2.1 Online payment processing
 - 5.2.2 E-billing
 - 5.2.3 NCOA

6. **CONSTRAINTS**

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

7. TASKS/DELIVERABLES

General Services

- 7.1 All materials are to be furnished by the contractor. Data are to be provided by the City of Plano.
- 7.2 Provide security of information and supervision from start to finish.
- 7.3 Provide a single point of contact representing the account.
- 7.4 Warehouse envelopes in climate-controlled conditions.
- 7.5 Manipulate data into proper bill format.
- 7.6 Accept upgrades to current customer billing system.
- 7.7 Accept electronic data transmissions 24/7.
- 7.8 Perform custom programming as needed.
- 7.9 Have an emergency backup plan to avoid out-of-service situations.
- 7.10 Provide secure access for online transmission through SSL.
- 7.11 Provide capability to enable batch printing of selectively excluded bills.
- 7.12 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-18.) Custom messages on envelopes follow the same lead time as inserts.
- 7.13 Provide a web service or a type of API to allow for the extraction of statements for automation purposes and displaying content online. E-presentment is provided by the City.

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.

7.13.1 The integration will not be bi-directional. City will only read data via GET request. No POST, PUT, DELETE, or PATCH requests will be called.

Daily Transmission of Electronic Data

- 7.14 ASCII data files will be provided.
- 7.15 Provide a secure electronic means for file transmission.
- 7.16 Confirm receipt of file daily by return email to person specified when the file is received.
- 7.17 Provide a report daily when file has been processed for printing.7.17.1 File size and billing cycle will be utilized as confirming data.
 - 7.17.2 Provide, as part of this report, the amount of postage charges for the billing included in the report.
- 7.18 Data may be transmitted in multiple files throughout the day. Files received prior to noon should be processed and mailed the same day.

Data Processing and Mail Preparation

- 7.19 Selectively exclude bill types from printing (PULL, EBILL, CITY, and others identified in the file).
- 7.20 Bills that are excluded from printing are to be provided in PDF format for electronic distribution to customers.

- 7.21 CASS certification to ensure lowest possible postage costs.
- 7.22 Carrier route sort in compliance with latest USPS standard.
- 7.23 When multiple bills go to same mailing address, up to three are inserted into the standard mailout envelope, and four to fifty are merged for stuffing into one bulk envelope.
- 7.24 All outgoing mail shall include ZIP+4 bar coding conforming to postal requirements for automated processing.

Access to Electronic Bill Image

- 7.25 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.
- 7.26 Provide search capability based on account number, date, and date range.
- 7.27 Provide capability to email bill image from contractor site.
- 7.28 Provide PDF image of each statement processed after mailing is completed.

Approval of Forms and Envelope Orders

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

Bill Printing

- 7.32 Pre-printed forms of any kind will not be used.
- 7.33 High quality print with 600 DPI or better, full-color, one-sided. (No backer; back is blank.)
- 7.34 Bill print fonts include OCRA for automated scanning and processing.
- 7.35 8-1/2 inch x 14 inch with perforation. (See pages A-2–A-4.) Statements may vary in layout and format.
- 7.36 Paper weight is 24-pound bond.
- 7.37 Top portion of bill is for customer retention and contains billing information.
- 7.38 Perforate bottom portion to produce a return stub 8-1/2 inch x 3-5/8 inch to be returned by customer with payment.
- 7.39 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.

Envelopes

- 7.40 Note that envelope information provided describe the items currently being used. These are not specific requirements. Offerors may propose alternative products that will accommodate the same contents
- 7.41 Mail-out Envelope
 - 7.41.1 #10 pistol window, 24 pound white wove printed one color (black ink) plus inside security tint. (See pages A-5–A-6 and A-19.)
 - 7.41.2 Window size must comply with USPS for utilization of bar code.

- 7.41.3 Ability to include return mail processing codes if required.
- 7.42 Delinquent Envelope
 - 7.42.1 Same as Mail-out Envelope with Past Due notification printed on front in red. (See page A-7.)
- 7.43 Return Envelope
 - 7.43.1 #8-5/8 window reply envelope, 20 pound white wove printed one color (black ink) plus inside security tint. (See pages A-8–A-9.).
 - 7.43.2 Bar coded for return address.

7.44 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.

- 7.44.1 9" x 12" booklet envelope, 28# white wove. (See page A-10.)
- 7.44.2 May use mailing label or window envelope with cover page. Cover page and window configuration to be determined by contractor.
- 7.44.3 Additional contents include one return envelope and one of each additional informational insert.

Utility Bill Folding and Inserting

- 7.45 Fold statement to fit Mail-out or bulk envelope, as appropriate.
- 7.46 Must have multiple page and selective inserting capabilities.
- 7.47 Contents include statement, return envelope, and up to three additional inserts.

Offset Printing

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

Small—8-1/2" x 3-1/2" (See pages A-11–A-13.)

Medium-8-1/2" x 5-1/2" (See pages A-14-A-15.)

Large-8-1/2" x 11" (See pages A-16-A-17.)

7.49 One-, two-, or four-color imprinting may be ordered on Mail-out envelope. (See page A-19.)

Mailing

7.50 Daily (5 days per week)

- 7.51 Turnaround—data in by noon, process same business day and deliver to USPS bulk processing center.
- 7.52 The City of Plano will provide a monthly postage check to be held by the contractor in a postageon-hand account and drawn from as needed. The contractor will obtain the best possible postage rates for bulk mailing.
- 7.53 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.

Invoicing

7.54 Submit invoices monthly.

- 7.55 Only invoice for work completed.
- 7.56 Insert Printing should be invoiced separately from bill printing.
- 7.57 Invoicing should itemize services according to proposal form.
- 7.58 Specify details of special handling bills.
- 7.59 List number of bills printed for the period.

Added Value

- 7.60 Preference will be given to companies providing high-quality in-house insert printing.
- 7.61 Provide occasional courier service for special delivery and pick up requests.
- 7.62 The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:
 - 7.62.1 Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals.
 - 7.62.2 Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.
 - 7.62.3 Processed chlorine-free papers.
- 7.63 Offerors are invited to propose additional added value solutions that are not specifically requested but which will assist the City in meeting its stated objectives.

8. TEST PLAN

A sample data file may be provided to the intended awardee for testing and validation prior to award. This will service to demonstrate offeror's capability to process the file as provided.

9. TRAINING

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

- 10. OMITTED
- 11. OMITTED

12. DESIRED SKILLS AND KNOWLEDGE

- 12.1 Technical expertise of integration web services in a Microsoft .NET environment
- 12.2 Familiarity with postal regulations and rates
- 13. OMITTED

14. WORK HISTORY/PAST PERFORMANCE

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

15. **INSURANCE**

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

- 16. OMITTED
- 17. OMITTED

18. **DATA OWNERSHIP**

In conducting business and in anticipation of conducting business with contractor, it may be necessary for the City to share trade secrets and/or other confidential information and/or proprietary information or matter with contractor. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential/proprietary information which belongs to the City. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefits. Contractor will be responsible for its employees or agents complying with the provisions of this Contract.

19. OMITTED

20. ASSIGNMENT

The offeror understands that, should their proposal be accepted, they agree as the contractor to retain control and to give full attention to the fulfillment of this contract, that this contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting 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. Failure to obtain City's written consent prior to assignment of this contract as set forth herein, may result in termination of this contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract. If the City elects to terminate this contract, the contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.

21. WARRANTY

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

- 22. OMITTED
- 23. OMITTED

24. **PERIOD OF PERFORMANCE**

- 24.1 Contract will be awarded for one year and will automatically renew for four additional one-year periods unless sooner terminated pursuant to City of Plano General Terms and Conditions.
- 25. OMITTED

26. **PROPOSAL RESPONSE FORMAT**

The preferred method of proposal submission is online through planotx.ionwave.net. If you elect not to submit your proposal online, provide one hardcopy and two soft copies on electronic media (e.g., USB drives or CDs). All pages should be numbered. Include the cost proposal in the hardcopy and as a separate electronic file, preferably in Excel format.

Include all information requested in this SOO, in the format described in this section. Provide detailed descriptions of how you fulfill each requirement. Be as accurate and succinct as possible. Evaluators may take the clarity and completeness of a proposal into consideration.

If you include exceptions in your proposal, identify each exception taken noting the specific SOO section number and provide a detailed description of the exception taken and your proposed replacement language.

The offeror is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. All issues that might be advanced or addressed by way of assumption should be submitted as questions before question cutoff.

The City is prevented by the Texas Constitution (Article 11, Section 5) from indemnifying vendors. Offerors are strongly discouraged from including terms in their proposals that require the City to indemnify them. Inclusion of such terms may result in the proposal being rejected.

SECTION I-EXECUTIVE SUMMARY

Summary

Provide a concise narrative summary of your proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The highlighted features should tie in with the stated evaluation criteria. Summary material presented here does not meet the requirement for any portion for other sections of the proposal.

Table of Contents

Provide a master table of contents of the entire proposal.

SECTION II—COMPANY PROFILE

Overview

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

Key Personnel

Provide resumes and certificates of key personnel who will be assigned to this project. Describe their role in the company as well as their planned participation in the project. See *Desired Skills and Knowledge* for additional details.

References

Provide recent references most relevant in demonstrating your ability to successfully complete this project. For each reference, provide current contact information (name, phone number, and email) and a brief description of the work performed. Refer to the *Work History* section for guidance regarding the City's expectations.

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

Subcontracting Plan

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

Note the requirements outlined in the Assignment section.

SECTION III-DETAILED SOLUTION AND WORK PLAN

Address each of the services listed in section 7 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 IV—ADDED VALUE

Address the Added Value requested in section 7 of the specifications, as well as any other enhancements or services which are offered but were not specifically requested. For items not specifically requested, explain how they would assist the City in meeting its objectives or would offer additional efficiencies or cost savings.

SECTION V-COST

A cost worksheet has been provided for your use. When completed, upload it as an attachment in IonWave, preferably in Excel format.

SECTION VI-SAMPLES:

Provide physical 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. Clearly label the package with the solicitation number, the offering company's name, and 'SAMPLES.'

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

The Purchasing Division is located at 1520 K Ave, Suite 370, Plano, TX 75074.

SECTION VII—DOCUMENTATION

Provide API documentation.

27. EVALUATION CRITERIA

The City of Plano will select the proposal that is determined to be the best value for 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. The City reserves the right to award contracts without any negotiations and reserves the right not to make an award.

Criterion	WEIGHT
Qualifications and Work History	15%
Solution and Work Plan	20%
Insert Printing	10%
Added Value	5%
Cost for bill processing, printing, and mailing	35%
Cost for insert printing	15%

Offerors should be aware that any information regarding sealed proposals cannot and will not be disclosed to the public prior to contract award.

28. BEST AND FINAL OFFER

The City reserves the right to request best and final offers from any or all offerors.



APPENDIX A—SAMPLE MATERIALS

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

You must call ahead and make an appointment to view the samples (972) 941-7557.



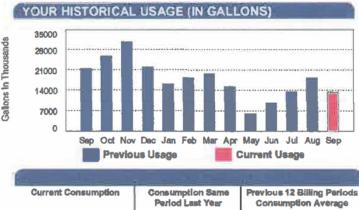


Municipal Center Office 1520 K Ave Ste 120 PO Box 861990 Plano, TX 75086-1990

Office Phone: 972-941-7105 Hours: Monday-Friday 8:00-5:00 Night depository available Environmental Waste Services: 972-769-4150 After-Hours Emergencies: 972-727-1623

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

URRENT	METER US	AGE		
METER	SERVICE	CURRENT METER READ	PREVIOUS METER READ	(IN GALLONS)
H52446811	WATER	612200	598750	13,450





IMPORTANT MESSAGE

Beginning April 1st, mailing of a separate red dellnquent 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.

ACCOUNT STATEMENT

TOTAL NEW CHARGES

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

ACCOUNT NOWBER	DUE DATE	AMOUNTOUE
103164	09/26/2016	\$116.27
ACCOUNT NAME: SERVICE ADDRESS: ACCOUNT TYPE: CYCLE-ROUTE: 32-1551	BILLING	JOHN Q SAMPLE 501 MAIN ST, PLANO RESIDENTIAL DATE: 09/01/2016
ACCOUNT SUMMARY		
LAST BILL PAYMENT- THANK YOU BALANCE FORWARD		\$131.15 -\$131.15 \$0.00
CURRENT CHARGES		
NEW CHARGES WATER SEWER DRAINAGE REFUSE - 95 GAL REFUSE SVC SALES TA	x	\$49.08 \$46.69 \$4.15 \$15.10 \$1.25

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

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

\$116.27

	AS EASY AS 1-2-31
APPLY TO THE CITY OF PLANO BOARDS & CONMISSIONS	Log on to photo, gov/boardboardboardboardboardboardboardboard

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

	Plano y of Excellence
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Municipal Center Office 1520 K Ave Ste 120 PO Box 861990 Plano, TX 75086-1990

TEMP-RETURN SERVICE REQUESTED

**SINGLE-PIECE 1 26L 7.PLC.0902c-A-1 2 1 SP 0.4L5

մինիկերինինին հետոնին հեններինը հետոնեսներին հետոնինին JOHN Q SAMPLE 501 MAIN ST PLANO TX 750756723

SERVICE ADDRESS: CYCLE-ROUTE: 32-1551	BILLING	501 MAIN ST, PLANO DATE: 09/01/2016
ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103164	09/26/2016	\$116.27
AFTER DUE DATE YOU F	PAY	\$127.77
Please write account	AMOUNT	ENCLOSED
	\$	

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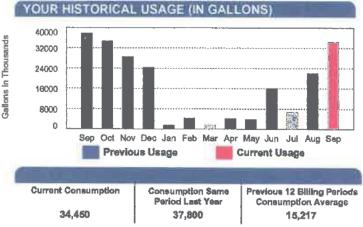


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Pay online at www.plano.gov Pay By Phone: 972-941-5040

CURRENT	METER US/	AGE		
NUMBER	6ERVICE	CURRENT METER READ	PRÉVIOUS METER READ	CONSUMPTION (IN GALLONS)
H52186827	WATER	1202350	1167900	34,450



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.

ACCOUNT STATEMENT

SERVICE PERIOD FROM 07/29/2016 TO 08/31/2016
ACCOUNT NUMBER DUE DATE AMOUNT DUE
121441 09/26/2016 \$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 CHARGES
NEW CHARGESWATER\$158.83SEWER\$23.73DRAINAGE\$4.15REFUSE - 68 GAL\$11.25REFUSE SVC SALES TAX\$0.93TOTAL NEW CHARGES\$198.89
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
AFTER DUE DATE YOU PAY \$340.51 TO AVOID TERMINATION AND ANY ADDITIONAL CHARGES, ANY PAST DUE BALANCE IS DUE 09/26/2016 Due date applies to current charges ONLY. Please allow 7 days for mailing your payment. Custom message (text)
Due date applies to current charges ONLY. Please allow 7 days for mailing your payment.
Custom message (text)
Custom message (image)
JOIN PLAND'S DUEST FOR EXCELLENCE
AS EASY AS 1-2-31
APPLY TO THE CITY OF PLAND BCARDS G COMMISSIONS I COMMISSIONS
ub with your payment. Make check payable to: City of Plano

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

Plano
City of Excellence

Municipal Center Office 1520 K Ave Ste 120 PO Box 861990 Plano, TX 75086-1990

TEMP-RETURN SERVICE REQUESTED

**SINGLE-PIECE 1 SGL T.PLC.D901b-A-1 1 1 SP 0.465

որեն ուսենությունները հերությունները կերեներին JOHN Q SAMPLE

100 MAIN ST PLANO TX 750756242

100 MAIN ST, PLANO CYCLE-ROUTE: 32-1764 BILLING DATE: 09/01/2016 DUE DATE AMOUNT DUE 121441 09/26/2016 \$320.71 AFTER DUE DATE YOU PAY \$340.51

\$

AMOUNT ENCLOSED

number on check and remit payment to:

Please write account

SERVICE ADDRESS:

հելույիններեն ներարելու կարություններներում CITY OF PLANO PO BOX 861990 PLANO TX 75086-1990

10

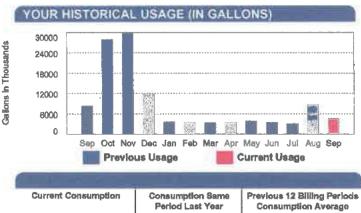


Municipal Center Office 1520 K Ave Ste 120 PO Box 861990 Plano, TX 75086-1990

Office Phone: 972-941-7105 Hours: Monday-Friday 8:00-5:00 Night depository available Environmental Waste Services: 972-769-4150 After-Hours Emergencies: 972-727-1623

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

CURRENT	METER USA	AGE		
METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
H52446810	WATER	570900	566250	4,650





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 nightime freezing and prevent loy addewalks 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.

ACCOUNT STATEMENT

SE

SERVICE PERIOD FROM 07/29/2016 TO 08/31/2016			
ACCOUNT NUMBER DUE DATE AMO	UNT DUE		
103157 09/26/2016 \$	74.41		
SERVICE ADDRESS: 500 MAIN	N Q SAMPLE N ST, PLANO ESIDENTIAL 09/01/2016		
ACCOUNT SUMMARY			
LAST BILL PAYMENT- THANK YOU BALANCE FORWARD	\$86.09 -\$86.09 \$0.00		
CURRENT CHARGES			
NEW CHARGES WATER SEWER DRAINAGE REFUSE - 95 GAL REFUSE SVC SALES TAX TOTAL NEW CHARGES	\$22.67 \$31.24 \$4.15 \$15.10 \$1.25 \$74.41		
CURRENT CHARGES SUMMARY			
BALANCE FORWARD TOTAL NEW CHARGES	\$0.00 \$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 NO	T PAY		

Page 1 of 1



RETAIN THIS STUB FOR YOUR RECORDS



Municipal Center Office 1520 K Ave Ste 120 PO Box 861990 Plano, TX 75086-1990

TEMP-RETURN SERVICE REQUESTED

**SINGLE-PIECE 1 SGL T.PLC.0902c~A-1 1 1 SP 0.465

[լկցեսենյիլիկվերդիվինի լրջնյի]][իսեր միլյինիկուի մինինին JOHN Q SAMPLE 500 MAIN ST PLANO TX 750756723

103157 09/26/2016 AFTER DUE DATE YOU PAY

SERVICE ADDRESS:

CYCLE-ROUTE: 32-1551

ACCOUNT NUMBER

RECURRING PAYMENT - PLEASE DO NOT PAY

CITY OF PLANO PO BOX 861990

DUE DATE

500 MAIN ST, PLANO

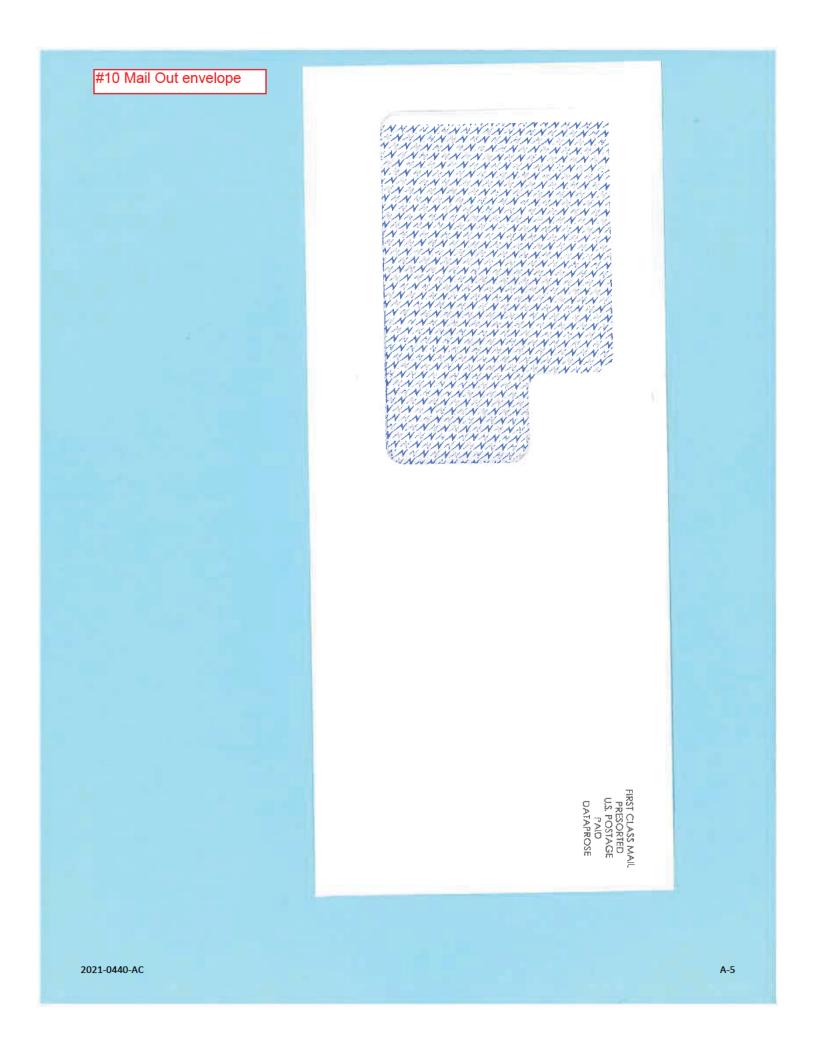
AMOUNT DUE

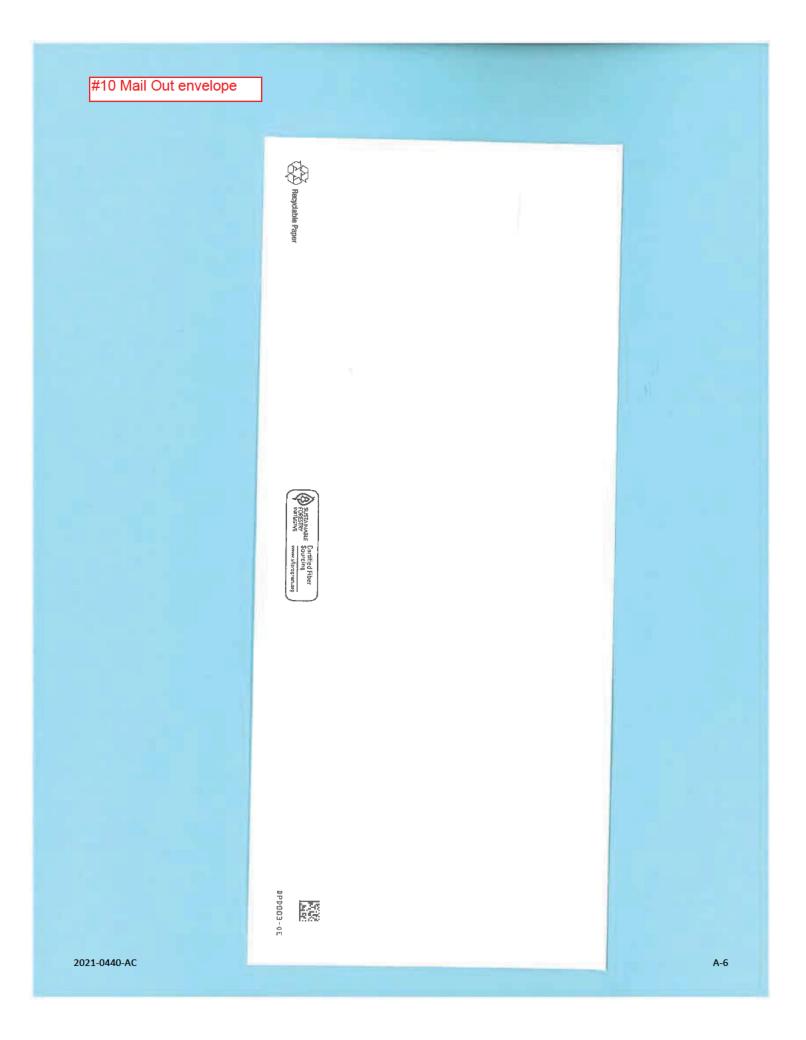
\$74.41

09/01/2016

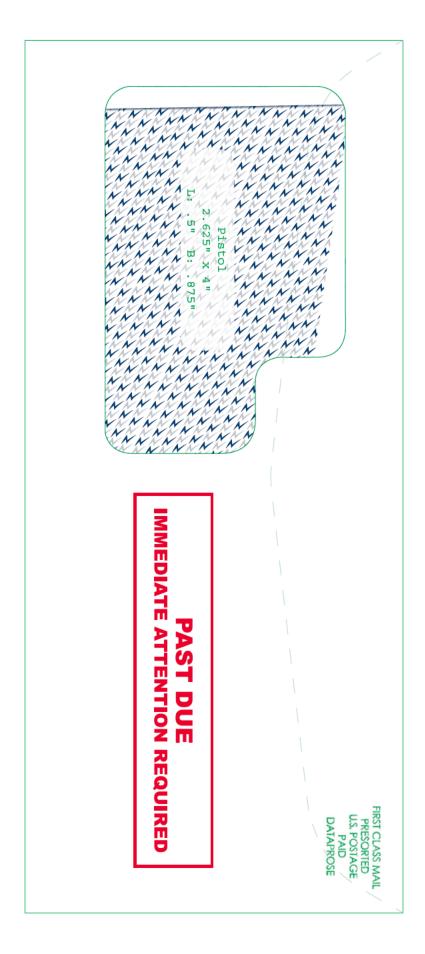
\$81.73

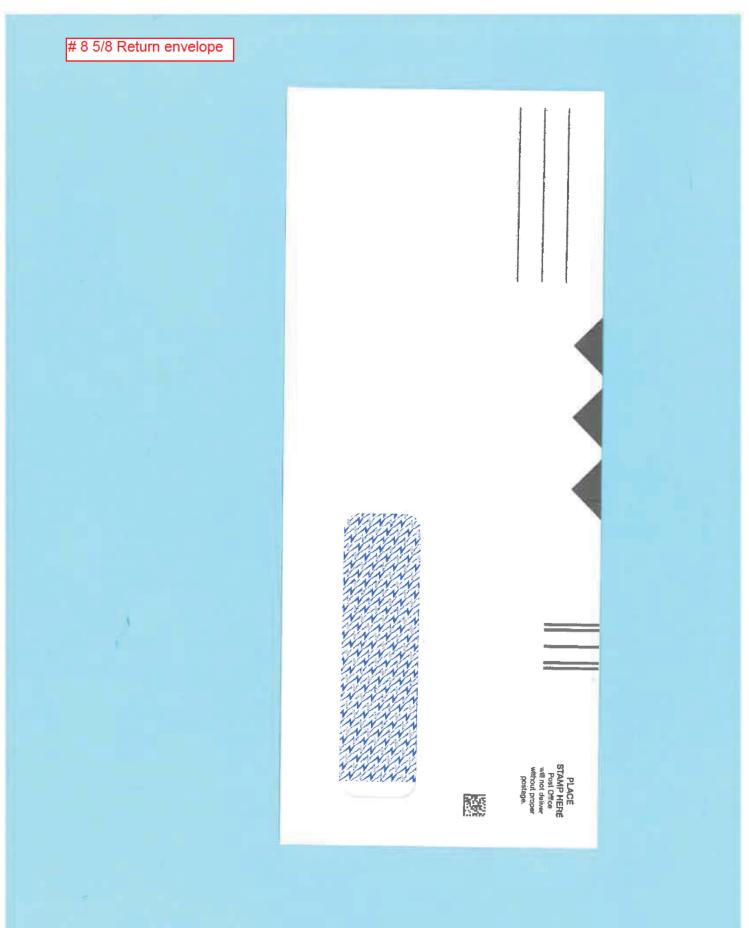
BILLING DATE:

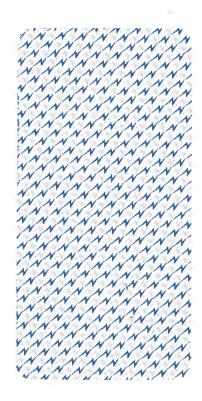




Delinquent Envelope FRONT











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



FOLLOWING RECEPTION: JOIN US AT THE

THURSDAY, AUGUST 25, 2016

6-7:30 P.M.

PROGRAM ROOM

2501 COIT ROAD HAGGARD LIBRARY



Cyan Magenta Yellow Black ID: Production2;

KEEP PLANO CLEAN Neighborhood Cleanup umpster

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

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.

Medium insert 3 sides bleed



98825_Trainer_.indd 1



KEEP PLANO (LEAN - STREETS & STREAM

3/16/15 5:55 PM



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 DIFFERENCE AND MAKE IT FUN

Capture the moment. Shoot before and after photos.

Medium, insert

- Have a contest for strangest litter or most bags.
- Take a group photo and share on 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 Commision on Environmental Qualit

98825_Trainer_.indd 2

3/16/15 5:55 PM

A-15

Large insert No bleeds

2016 Fall Water-Wise Landscape Tour Saturday, October 15

9 a.m. – 3 p.m.



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.







S Plano City of Excellence

Large insert FALL EVENTS AT THE ENVIRONMENTAL EDUCATION CENTER 4116 W. PLAND PKWY, 75093 REGISTER AT LIVEGREENINPLAND.OBSRES.COM

Landscape for Life

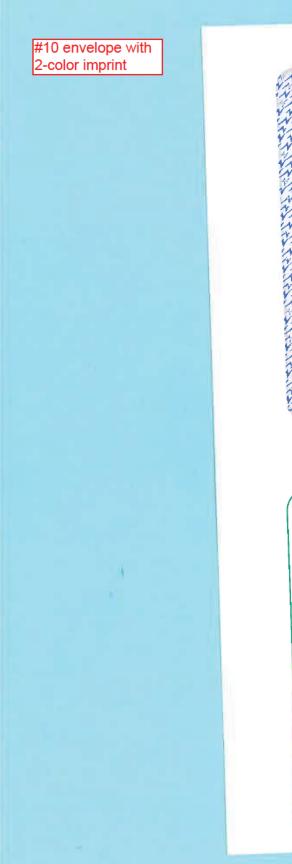
WEDNESDAYS, OCTOBER 19 - NOVEMBER 16 7 - 9 PM

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.



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





FIRST CLASS MAIL PRESORTED U.S. POSTAGE PAID DATAPROSE



Saturday October 15

Details Inside!

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



City of Plano 1520 K Avenue Plano, TX 75074 P.O. Box 860358 Plano, TX 75086-0358 Tel: 972.941.7000 plano.gov

December 3, 2021

TIM ZOMBIK SALES MANAGER, UTILITIES DATAPROSE, LLC 1122 W BETHEL RD STE 100 COPPELL TX 75019

Mr. Zombik:

Thank you for submitting an offer to the City of Plano for Utility Bill and Insert Printing and Fulfillment (RFP 2021-0440-AC). Offers are currently under evaluation, and I have been asked to request a best and final offer (BAFO) from your organization with regard to price.

In addition to any price changes, the BAFO cost sheet should incorporate the following changes:

- Clarify that Search and View bill statement archive fees are waived;
- Move the additional inserts cost item to Additional Fees;
- Move the costs for oversized bills to Additional Fees;
- Clarify that Bill Suppression is charged in lieu of (not in addition to) invoice processing fee.

Provide a price list for various possible use scenarios of Letter Composer, if available.

In addition, please provide technical documentation for the API offered as added value.

Please send your response to me via email by Thursday, December 9, 2021. If you have any questions, feel free to contact me.

Best regards,

Winter

Contract Specialist (972) 941-7569 nikw@plano.gov

Offeror: DataProse, LLC.

ଧିଥି ng es tal \$	91,350.00		139,421.32	(12,704.96)	218,066.36
	Bill Processing,	Printing, and Mailing	Offset Printing	Additional Fees	Baseline Total \$

Instructions

che comments field and indicate what is offered as a substitute. Substitutions should be listed under "Additional Fees" and There are three sheets in this workbook. Fill in all cells highlighted in green. If a service is not offered, enter Not Offered in "no charge" in the notes to buyer. Services that have no price and are not marked "not offered" will be understood to be described thoroughly in your proposal. If a service is offered at no charge, enter a numeral zero (0) in the price field and offered free of charge.

The estimated quantities provided are based on historical usage. They are provided for evaluation purposes and do not represent any guarantees.

Use the "Additional Fees" section to itemize fees that are not listed elsewhere but which will be incurred for normal services. Do not leave any fees unstated Services that are optional should be offered on the third worksheet under "Added Value." The short description should be keyed to the information provided in Section V of your proposal. Cost for added value will not be part of the initial cost evaluation but may be taken into account in a later phase.

sufficient information for the City to determine that the offered model covers all goods and services. Do not leave any Offerors that choose to submit a different pricing model must provide all itemize prices and all costs to the City with fees or expenses unstated. Be sure to segregate initial, ongoing, and added value or optional charges.

CITY OF PLANO	UTILITY BILL AND INSERT PRINTING AND FULFILLMENT	PRICE SCHEDULE	

DataProse, LLC.

BILL PROCESSING, PRINTING	Ű				
AND MAILING					
Item	Description	Estimated Annual UOM Quantity	Price per UOM Ex	Extended Price	Comments/Notes to Buyer
Startup cost	One time charges incurred at contract start. Provide a description of all included services in your proposal.	1 One-time Lump Sum	\$ 000.0\$	ı	Waived
Bill Processing	Cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, and perform all other services specified. Includes cost of envelope (but no ad).	1,015,000 Each	\$ 060.0\$		91,350.00 All in bill package price also includes Search & ViewBill (18 months archive) features as well as the inserting fee for up to three (3) inserts per month.
		Bill	l Processing Subtotal \$	91,350.00	

	Comments/Notes to Buyer	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time	Per thousand price is based on printing 82,000 at a time
	Extended Price	2,630.56	2,815.06	1,667.06	1,799.90	2,272.22	2,450.16	2,697.80	3,028.26	2,681.40	1,428.44	1,927.00
_	Exten	Ŷ	Ŷ	Ŷ	Ŷ	Ŷ	Ŷ	Ŷ	Ŷ	ጭ	Ŷ	\mathbf{v}
-E	Price per UOM	\$32.08	\$34.33	\$20.33	\$21.95	\$27.71	\$29.88	\$32.90	\$36.93	\$16.35	\$17.42	\$23.50
PRICE SCHEDULE	Estimated Annual UOM F Quantity	82 Thousand	82 Thousand	82 Thousand	82 Thousand	82 Thousand	82 Thousand	82 Thousand	82 Thousand	164 Thousand	82 Thousand	82 Thousand
	Estimated Quantity											
	Description	8.5 x 11 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 11 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 11 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 11 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.	8.5 x 3.5 Printed 82,000 per lot, 1/0 on 70# gloss coated text. See specifications for details. Enter price per thousand.		
	ltem	Insert Printing—Uncoated Paper, Large, 2C, 1-sided	Insert Printing—Uncoated Paper, Large, 2C, 2-sided	Insert Printing—Uncoated Paper, Small, 4C, 1-sided	Insert Printing—Uncoated Paper, Small, 4C, 2-sided	Insert Printing—Uncoated Paper, Medium, 4C, 1-sided	Insert Printing—Uncoated Paper, Medium, 4C, 2-sided	Insert Printing—Uncoated Paper, Large, 4C, 1-sided	Insert Printing—Uncoated Paper, Large,4C, 2-sided	Insert Printing—Coated Paper, Small, 1C, 1-sided	Insert Printing—Coated Paper, Small, 1C, 2-sided	Insert Printing—Coated Paper, Medium, 1C, 1-sided

CITY OF PLANO UTILITY BILL AND INSERT PRINTING AND FULFILLMENT

CITY OF PLANO UTILITY BILL AND INSERT PRINTING AND FULFILLMENT

			PRICE SCHEDULE	UTILITY BILL AND INSEKT PRINTING AND FULFILLMENT PRICE SCHEDULE	-	
ltem	Description	Estimated Annual UOM Quantity	MOU	Price per UOM	Extended Price	Comments/Notes to Buyer
Insert Printing—Coated Paper, Medium, 4C, 1-sided	Insert Printing—Coated Paper, 8.5 x 5.5 Printed 82,000 per lot, 4/0 on 70# Medium, 4C, 1-sided gloss coated text. See specifications for details. Enter price per thousand.	82	82 Thousand	\$27.00	\$ 2,214.00	Per thousand price is based on printing 82,000 at a time
Insert Printing—Coated Paper, Medium, 4C, 2-sided	8.5 x 5.5 Printed 82,000 per lot, 4/4 on 70# gloss coated text. See specifications for details. Enter price per thousand.	574	Thousand	\$29.14	\$ 16,726.36	Per thousand price is based on printing 82,000 at a time
Insert Printing—Coated Paper, Large, 4C, 1-sided	8.5 x 11 Printed 82,000 per lot, 4/0 on 70# gloss coated text. See specifications for details. Enter price per thousand.	82	Thousand	\$36.39	\$ 2,983.98	Per thousand price is based on printing 82,000 at a time
Insert Printing—Coated Paper, Large,4C, 2-sided	8.5 x 11 Printed 82,000 per lot, 4/4 on 70# gloss coated text. See specifications for details. Enter price per thousand.	492	Thousand	\$40.42	\$ 19,886.64	Per thousand price is based on printing 82,000 at a time
Envelope Printing	Mail-out Envelope 1c Upcharge for printing an ad on the outside of the envelope. See specifications for details. Enter price per thousand.	82	Thousand	\$ 06.7\$) \$ 647.80	Per thousand price is based on printing 82,000 at a time
Envelope Printing	Mail-out Envelope 2c Upcharge for printing an ad on the outside of the envelope. See specifications for details. Enter price per thousand.	82	82 Thousand	\$ 00.6\$) \$ 738.00	Per thousand price is based on printing 82,000 at a time
Envelope Printing	Mail-out Envelope 4c Upcharge for printing an ad on the outside of the envelope. See specifications for details. Enter price per thousand.	574	Thousand	\$16.95	9,729.30	Per thousand price is based on printing 82,000 at a time

CITY OF PLANO UTILITY BILL AND INSERT PRINTING AND FULFILLMENT PRICE SCHEDULE Offset Printing Subtotal \$ 139,421.32

	Comments/Notes to Buyer			Comments/Notes to Buyer	Quantity varies monthly, to be determined.	Price is \$0.003, spreadsheet is rounding up to \$0.00. Quantity varies, to be determined.	,	1	(13,024.000) Price charged is \$0.035 to process billing info and create PDF. For this item, bill processing charge does not apply. Savings of \$0.055 each.	
	Extended Price Co			ded Annual	0.035 Q	0.003 P Q	315.000	4.000	(13,024.000) Pi cr nc	I
FILLMENT				Exten Price	\$0.035 \$	\$0.003 \$	\$0.350 \$	\$4.000 \$	-\$0.055 \$	Ŷ
CITY OF PLANO UTILITY BILL AND INSERT PRINTING AND FULFILLMENT PRICE SCHEDULE	Price per UOM			Unit Price						
CITY OF PLANO JD INSERT PRINTING PRICE SCHEDULE	ual UOM			ity UOM	1 Each	1 Each	900 Each	1 Each	236,800 Each	
UTILITY BILL AN	Estimated Annual UOM Quantity			Anticipated Annual Quantity					236,	
			Use this section to itemize additional fees incurred as part of the baseline (non optional) service offer.	Description	Additional Impressions - Simplex	Additional inserts – cost to insert (newsletter, water quality report, buck slips, etc.) No charge for up to three (3) inserts per month. Charge applies after third insert.	Oversized bills (8-99 pages) -includes 9 x 12 envelope -for hand inserting of statements greater than 8 pages	Oversized bills (100 + pages) - includes window box	Bill Suppression	
	ltem	ADDITIONAL FEES	Use this section to itemi the baseline (non optior		Other, please explain	Other, please explain	Other, please explain	Other, please explain	Other, please explain	Other, please explain

	e Comments/Notes to Buyer	 RE: INSERT PRICING - Due to recent price volatility in the paper market, DataProse cannot guarantee firm pricing on monthly inserts produced for the City. Based on this, pricing is subject to change on a quarterly basis. Written notification of any increase shall be sent to the City thirty (30) days prior to a requested effective increase date. Documentation will be provided with the request that clearly substantiates the price increase(s) (i.e. letter from paper manufacturer, CPI information as documented by the U.S. Bureau of Labor Statistics, etc.). Conversely, DataProse will pass through to the City decreases in insert costs that occur based on market conditions.
EN	Extended Price	۰ ۰
LANO NTING AND FULFILLMI EDULE	Price per UOM	
CITY OF PLANO UTILITY BILL AND INSERT PRINTING AND FULFILLMENT PRICE SCHEDULE	Estimated Annual UOM Quantity	
	Description	Related information regarding paper pricing and availability.
	ltem	Other, please explain

Total Additional Fees \$ (12,704.96)

CITY OF PLANO FEES FOR PROPOSED ADDED VALUE ITEMS

DataProse, LLC.

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Use this section to itemize fees incurred for Added Value

(optional) services and enhancements offered.

Location of related content in your offer documents Section 2, page 2; Section 7		entation; cost is			
Location of related content in documents Section 2, page 2; Section 7		Section 7, Documentation; cost is \$1,200.00 annually			
Total Cost for Contract Term		TBD	TBD	TBD TBD	TBD
Annual Cost \$		1,200.00	ı		
1	<u>አ እ እ እ</u>	100.00 \$	125.00 \$	0.25 \$ 0.005 \$	TBD
Fee / (unit cost) \$		12 \$	Ŷ	ጭ ጭ	COST / TBD
Annual Quantity				c	
Frequency Each		Monthly	Per Hour	Per Correction Each	Each
Item Short Description Search & View Bill statement archive –		API – DataProse Search&ViewBill API is a tool that allows clients already utilizing the S&V service or their eBill payment vendor, a back-end path to access PDFs from the DataProse system. This product is a connector service between the client application or website and the indexed billing cycle PDFs at DataProse.	Additional programming – client requested/approved	NCOALink (Address Correction/Update) Offline folding – for inserts provided by	client that are not folded Special Handling – Overnight + FedEx charge

EMS DataProse, LLC.			ict Location of related content in vour offer		Postage is billed as a pass through cost to	the city.				Section 4, page 33; Section 7, page 36			Price is determined based on number of pages and printing specifications (i.e. simplex, duplex, black ink, full color)
DED VALUE IT			Total Cost for Contract	Term	TBD					TBD	Waived		TBD
FEES FOR PROPOSED ADDED VALUE ITEMS			Fee	(unit cost) Annual Cost	\$					\$ 0.055	\$ -	\$ 300.00	TBD
			Annual	Quantity									
		for Added Value ffered.		Frequency	Each					Each	N/A	Each	Each
	ADDED VALUE	Use this section to itemize fees incurred for Added Value (optional) services and enhancements offered.		Item Short Description	Estimated Postage Cost / 1-3oz. Piece –	Based on the lowest possible 5-digit zip	code rate. Includes USPS postage rate	increase effective August 29, 2021.	Actual postage will apply.	DP Ebill	DP Ebill Setup	DP Ebill Additional Template	DP Letter Composer

CITY OF PLANO



2021-0440-AC Addendum 1 DataProse, LLC. Supplier Response

Event Information

	ormation
Number: Title: Type: Issue Date: Deadline: Notes:	2021-0440-AC Addendum 1 Utility Bill and Insert Printing and Fulfillment Request for Proposal 9/28/2021 11/1/2021 01:00 PM (CT) The City of Plano is soliciting proposals for data processing, printing, and mailing of utility bills and inserts. Questions must be submitted electronically through IonWave. No questions will be answered over the phone or through email.
	The preferred method for proposal submission is electronically through lonWave. If you choose to submit your proposal in person, Purchasing personnel will be available Mondays and Wednesdays between the hours of 10 a.m. and 1 p.m. The person delivering the proposal must call (972) 941-7557 upon arrival during those hours and wait in the lobby for someone to meet them to receive their proposal. Responses delivered in person are to be delivered in a sealed envelope to the Purchasing Division at:
	City of Plano Purchasing Division 1520 K Avenue Plano, TX 75074 Ph: (972) 941-7557
	All responses are due prior to the published closing date and time. No late responses will be accepted.
	Proposals will be opened, and the names of offerors read, on Tuesday, November 2, 2021 at 2:00 PM Central Time. The reading

will be broadcast live by Plano TV and available for viewing at the time of opening by tuning into the City of Plano's Government Access Channel online or through your cable provider. Broadcast information and viewing by stream may be accessed at this link: https://www.plano.gov/1565/Plano-TV. Tabulations for these solicitations should be available on IonWave within 48 hours of the opening. We ask that you limit exposure by watching the live broadcast of the opening, or viewing tabulations electronically through IonWave, rather than attending at City Hall.

Time Critical Deliveries: The City of Plano cannot guarantee, due to internal procedures, that any offers sent via Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical deliveries be made either electronically through IonWave or in person as described above.

It is further recommended that users review all electronic response attachments to ensure that the uploaded files are able to be downloaded and viewed. Instructions for this, if needed, can be found in the Supplier Bid Response Quick Tutorial online in IonWave or by calling IonWave Support at 866-277-2645. Responses or parts of a response, whether hardcopy or electronic, that cannot be viewed may render your submittal non-responsive. In addition, the City reserves the right to request clarification in such cases.

Contact Information

Contact:	Nik Winter
Address:	1520 K Avenue
	Plano, TX 75074
Email:	nikw@plano.gov

DataProse, LLC. Information

Contact: Address:	William Murray 1122 W. Bethel Rd. Suite 100
Phone: Fax: Toll Free: Email: Web Address:	Coppell, TX 75019 (972) 462-5477 (972) 462-5428 (800) 876-5015 bmurray@dataprose.com www.dataprose.com

By submitting your response, you certify that you are authorized to represent and bind your company.

William K. Murray Signature Submitted at 11/1/2021 9:52:01 AM trandolph@dataprose.com Email

Requested Attachments

Miscellaneous	DataProse Full Proposal RFP #2021-0440-AC_Redacted.pdf			
Additional documentation that supports your proposal can be uploaded here.				
SECTION VII—DOCUMENTATION	DataProse -Section 7 - API Documentation RFP #2021-0440-AC.pdf			
API documentation				
SECTION III—DETAILED	DataProse-Section 3- Detailed Solution & Work Plan RFP #2021-0440-AC.pdf			
SOLUTION AND WORKPLAN				
Israel Form	Israel form (updated 7.18.19) FILLED & SIGNED 10-14-2021.pdf			
SECTION II—COMPANY PROFILE	DataProse-Section 2 - Company Profile RFP #2021-0440-AC.pdf			
Interlocal Agreement	Plano Interlocal_DataProse 10-29-2021 .docx			
Section I—Executive Summary	DataProse-Section 1 - Executive Summary RFP #2021-0440-AC.pdf			
Vendor SupplementalVendor Supplemental Information FILLED & SIGNED screenshot attached 10-15-2021.pdfInformation				
Vendor Acknowledgement Form	Vendor Acknowledgment Form FILLED & SIGNED 10-15-2021.pdf			
Section IV—ADDED VALUE	DataProse-Section 4 - Added Value RFP #2021-0440-AC.pdf			
SECTION V—COST	DataProse-Cost Worksheet RFP #2021-0440-AC.xlsx			
Upload completed cost sheet, preferably in Excel format.				
CIQ-Conflict of Interest Questionna	ire No response			

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eBusiness

DataProse appreciates the opportunity to present this response for the RFP #2021-0440-AC Utility Bill and Insert Printing and Fulfillment for:





November 1, 2021



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SECTION 1 - EXECUTIVE SUMMARY

Nik Winter Purchasing Division City of Plano 1520 K Avenue Plano, TX 75074

RE: RFP #2021-0440-AC Utility Bill and Insert Printing and Fulfillment

Dear Nik,

DataProse thanks you for the opportunity to submit our response to your Request for Proposal in support of your Utility Bill and Insert Printing and Fulfillment requirements. As the current and long-time vendor to the City, DataProse understands what it takes to meet and exceed your expectations. Please note the following as it relates to our response:

- DataProse exceeds all the minimum requirements of the City's request for this Proposal. Our response has been developed with every effort to meet your unique needs for output services.
- DataProse is in receipt of all formal RFP related documents, including Addendum #1.
- DataProse is taking no exceptions to the terms, conditions, specifications, or other requirements listed in the RFP.
- DataProse complies with all insurance requirement coverage levels and will provide the required endorsements should we be the chosen vendor.
- DataProse requests that our *samples and client references* remain confidential.

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 in the state of Texas. We currently provide output billing services to over 350 clients across the U.S. including more than 300 municipal utilities, courts and taxing agencies. Our experience includes extensive knowledge of various software systems serving this sector. 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 continue to provide you with the highest level of quality and responsive service available in the market today. We have appreciated working with the City for the past 17+ years, and we look forward to continuing that business relationship.

Our team thanks you for the opportunity and we welcome your questions and input.

Best Regards,

William K. Munray

William K. Murray, CEO C DataProse, LLC 1122 W. Bethel Rd., Suite 100 Coppell, TX 75019 bmurray@dataprose.com

Proposal Follow-up Contact: Tim Zombik Sales Manager- Utilities 972-462-5479 tzombik@dataprose.com

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SECTION 2 - COMPANY PROFILE

For over 25 years 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 our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. 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.

Below are some examples of what makes DataProse one of the leading providers of critical document management and print/mail services in the nation:

- Completely integrated electronic and printed output options.
- A primary focus on critical transactional document services in the Utility Market Vertical.
- Highest quality processing with secure and auditable processes.
- Online customer portal: DPAuto, for file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost, and SLA & production details.
- Hosted document archive and web presentment options.
- Full Service USPS Postal Unit (DMU).
- Utilization of "best-in-class" industry software: OpenText Exstream Dialogue, to compose and develop applications for print and electronic solutions.
- Expandable processing/mailing capacity to ensure SLA's are always met or exceeded.
- Experienced, professional programming, implementation and account management team.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

Our goal is to create an environment that provides our clients with the opportunity to connect with their customers in innovative and efficient ways. In view of this, DataProse continues to invest in developing online applications that help our clients manage their business with us, as well as the communications with their customers. With these tools, you can monitor production, gather statistics, create dynamic and personal messages on documents, manage inserts, create and submit dynamic letters, file review and approve and track both outgoing and reply mail. Below is a brief description of our online applications.

- <u>DPAuto Customer Portal</u> provides 24/7 file downloading, CASS and NCOA, variable messaging on individually selected documents and inserts, online document proofing prior to printing, online ability to make last minute changes before printing, real time job tracking to monitor your project throughout the entire process, detailed reporting, address updates/corrections reports from CASS and NCOA, including postage costs by job upon job completion, weekly and monthly summary reports, and mail tracking of your project from departure to delivery.
- **DPSearch & View:** This feature is a fully-hosted web application that electronically stores exact replicas of your statements. This provides you the ability to search, view or print a document exactly as it appears to your customers, online 24/7.

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- <u>DPView and Approve</u>: This online tool provides the ability to view and approve your proofs, or hold entire jobs for reviewing individual documents. This allows for your ability to set specific jobs on hold and perform business validation at the document level.
- <u>DPMessage Manager</u>: This online tool gives you the ability to add or change messaging on your bill quickly before production begins, search existing messages, or create new messages by state, zip code, or user defined data fields.
- <u>DPJobTrax:</u> This online feature gives you the ability to track your project throughout the production process.
- <u>DPMailTrax</u>: This online tool gives you the ability to track your inbound/outbound mail throughout the USPS postal system up to the point of delivery.
- <u>DPeBill</u>: This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting – 24/7 access to back-end reporting on any user-defined fields.

DataProse Locations a	and Contact Information
Corporate Headquarters:	1122 W. Bethel Rd., Suite 100
- Southwest Production (DMU)	Coppell, TX 75019
	(800) 876-5015 - Phone
	(972) 462-5428 - Fax
Processing, printing and mailing will take place	Office hours: M-F, 8:00 AM – 5:00 PM CST / After-
at this facility.	hours hotline: (888) 856-3185
	Production hours: M-F, 6:00 AM – 10:30 PM CST
West Coast Production:	2930 Ramona Ave., Suite 100
	Sacramento, CA 95826
	Production Hours: M-F, 6:00 AM – 10:00 PM PST
Primary Point of Contact:	Tim Zombik
	(972) 462-5479
	tzombik@dataprose.com



STAFF PROFILES

Bill Murray, C.E.O & Cofounder

DataProse Co-founder Bill Murray built a solid background in electronic printing and strategic account management during his 28-year career with DataProse, a leading innovator in bill presentment and direct mail. Prior to this, Murray was a top performer during his 14-year sales management career with Xerox Corporation. While at Xerox, he held management positions in the US Marketing Group. In addition to leading the sales organizations, Mr. Murray initiated and managed multiple strategic alliances. He holds a BS in Business Management from California Polytechnic University, San Luis Obispo.

Curtis Nelson, C.O.O & Cofounder

Curtis Nelson's 25-year tenure in the billing industry with DataProse includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for DataProse, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines. (PCI, NACHA, etc.)

Tim Zombik, Sales Manager - Utilities

Tim's vast experience in the commercial print, billing and mail industry spans more than 25 years with a 20-year tenure at DataProse. His responsibilities include new business, contract renewals, managing relationships and cultivating new ones. Tim utilizes his excellent customer care skills to manage accounts with a "Can-Do" attitude and always do what is in the best interest of each individual client.

Tony Yeverino, Production Manager

Tony currently manages the overall Production Operations at DataProse. In his 10+ year tenure with DataProse, he has managed several aspects of the production environment. He is well-versed in the operation, servicing and production scheduling & planning for many types of Digital Imaging, inserting and other ancillary equipment environments. (Including, Xerox, OCE Canon, Ricoh, MBO, Bell & Howell, Pitney Bowes, Document Data Solutions, and more). Tony was a critical team member as DataProse deployed its Automated Document Factory back in 2001. During a time when many operations had not yet begun to investigate ADF technology, Tony was helping DataProse implement this best-in-class technology.

Brian Ray, Chief Technology Officer

Brian has spent over 16 years managing transactional document production with Xerox. This tenure includes an extensive background in providing technology solutions supporting off-site outsourcing agreements. Brian is a Texas Tech graduate with a BS in Electrical Engineering and has worked several different Information Technology assignments with Xerox before moving into a management role in 2002. In addition to working as an IT design architect with application design, networking, programming and billing - Brian eventually worked his way into a full-time Solution Architect with Xerox. Brian has spent most of the last 15 years improving overall workflow and creating technology efficiencies – including architecting the migration of the people, processes and equipment for one of Xerox's largest banking customers. Brian was the 1999 recipient of the Xerox National Champion of Customer Satisfaction award and in 2004, earned his Lean Six Sigma Greenbelt. Brian joined DataProse in 2013 and has put his talents to use improving on our, already strong processing and production systems.

Gina Randall, Implementation Manager

Gina oversees major project implementations and manages DataProse account relationships for over 10 years. Her dedication and hard work includes detailing project specifications, facilitating communication with various internal and external teams, analyzing client data/statistics and providing client education and training. Gina's

vast experience and can-do attitude are valuable assets in meeting and exceeding client expectations. Gina managed the implementation process in 2016 when the City migrated to a new CIS provider.

Rachel Alanis, Client Relations Manager

Rachel's offers several years of experience as an Account Manager and has served our clients with DataProse for over 10 years. Her dedication and hard work not only ensure that her client's questions are answered, but she also maintains a strong relationship with each and every one of her contacts. She encourages open communication and always goes the extra mile to take care of her clients. Rachel is a graduate of Texas A&M University. In addition, Rachel has been the long-time dedicated account manager to the City.

DESIRED SKILLS AND KNOWLEDGE

- 12.1 Technical expertise of integration web services in a Microsoft .NET environment
 - ✓ DataProse has a deep bench of experienced development resources that are proficient in all data formats, how to work with complex problems and have modular based software that allows us to adjust to any client demand.

12.2 Familiarity with postal regulations and rates

- ✓ DataProse employs a USPS certified mail professional. Rachel Alanis, as well as the entire DataProse management team, stays on top of changes within the USPS to ensure that the appropriate USPS regulations are adhered to.
- ✓ DataProse will reach out to the City if there are changes from the USPS.



REFERENCES:

DataProse provides utility bill processing, printing and mailing services for the following clients:

NAME:	City of Fort Worth
ADDRESS:	200 Texas St.
CITY, STATE, ZIP:	Fort Worth, TX 76102
CONTACT PERSON:	Charmaine Baylor
TELEPHONE:	817-392-6629
E-MAIL:	Charmaine.baylor@fortworthtexas.gov
CLIENT SINCE:	March 2006 to present
NAME:	City of Georgetown
ADDRESS:	300-1 Industrial Ave.
CITY, STATE, ZIP:	Georgetown, TX 78626
CONTACT PERSON:	Cindy Pospisil
TELEPHONE:	512-930-0532
E-MAIL:	cindy.pospisil@georgetown.org
CLIENT SINCE:	September 2001 to present
NAME:	City of Garland
ADDRESS:	200 N. Fifth Street
CITY, STATE, ZIP:	Garland, TX 75040
CONTACT PERSON:	Maria Patnett
TELEPHONE:	972-205-2811
E-MAIL:	mpatnett@garlandtx.gov
CLIENT SINCE:	October 2008 to present

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SECTION 3 - DETAILED SOLUTION AND WORK PLAN

General Services

- 7.1 All materials are to be furnished by the contractor. Data are to be provided by the City of Plano.
 - ✓ DataProse meets this requirement and is currently providing this service to the City.
- 7.2 Provide security of information and supervision from start to finish.
 - ✓ DataProse complies. Please refer to our Confidentiality and Security procedures included in this proposal.
- 7.3 Provide a single point of contact representing the account.
 - ✓ DataProse provides a dedicated account manager that oversees the billing outsource relationship with the City.
- 7.4 Warehouse envelopes in climate-controlled conditions.
 - ✓ DataProse meets this requirement. Our entire facility, including our warehouse is climate controlled.
- 7.5 Manipulate data into proper bill format.
 - ✓ DataProse meets this requirement and currently performs this service for the City.
- 7.6 Accept upgrades to current customer billing system.
 - ✓ DataProse has the ability to accept upgrades to the CIS system as they are made available.
- 7.7 Accept electronic data transmissions 24/7.
 - ✓ DataProse meets this requirement.
- 7.8 Perform custom programming as needed.
 - ✓ DataProse complies. DataProse has a deep bench of experienced development resources that are proficient in all data formats, how to work with complex problems, and have modular based software that allows them to adjust to any client requirement.
- 7.9 Have an emergency backup plan to avoid out-of-service situations.
 - ✓ DataProse complies. Please refer to our Disaster Recovery and Business Continuity Plan included in our response.
- 7.10 Provide secure access for online transmission through SSL.
 - ✓ DataProse meets this requirement.
- 7.11 Provide capability to enable batch printing of selectively excluded bills.
 - ✓ DataProse meets this requirement and currently provides this service to the City.
- 7.12 Provide means for the City to add custom messages to all bills on selected date range. Custom messages may include text or images or both. (See pages A-3 and A-19.) Custom messages on envelopes follow the same lead time as inserts.
 - ✓ DataProse complies. Custom messages on the bills are expedited through our online client portal. Custom messages on envelopes are coordinated between the City and their account manager.
- 7.13 Provide the means for the City to add individual custom message to selected bill with ability to make the message distinctive from other content on the page. (See page A-5).

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✓ DataProse meets this requirement and currently provides this service to the City.

7.14 Provide a web service or a type of API to allow for the extraction of statements for automation purposes and displaying content online. E-presentment is provided by the City.

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.

7.14.1 The integration will not be bi-directional. City will only read data via GET request. No POST, PUT, DELETE, or PATCH requests will be called.

✓ DataProse meets this requirement. Please refer to Section 7 documentation for information regarding the DataProse API service.

Daily Transmission of Electronic Data

7.15 ASCII data files will be provided.

✓ DataProse can accept these files.

- 7.16 Provide a secure electronic means for file transmission.
 - ✓ DataProse meets this requirement. We offer 2 options for data file transmission, SFTP or through our secure DPAuto client portal.
- 7.17 Confirm receipt of file daily by return email to specified recipients when the file is received.
 - ✓ DataProse meets this requirement and currently performs this service for the City.

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

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

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

- ✓ DataProse meets this requirement and currently provides this report online to the City via our online client portal.
- 7.19 Data may be transmitted in multiple files throughout the day. Files received prior to noon should be processed and mailed the same day.
 - ✓ DataProse meets this requirement and currently performs this service for the City.

Data Processing and Mail Preparation

- 7.20 Selectively exclude bill types from printing (PULL, EBILL, CITY, and others identified in the file).
 - ✓ DataProse meets this requirement and currently performs this service for the City.
- 7.21 Bills that are excluded from printing are to be provided in PDF format for electronic distribution to customers.
 - ✓ DataProse meets this requirement and currently performs this service for the City.
- 7.22 CASS certification to ensure lowest possible postage costs.
 - ✓ DataProse meets this requirement. All files are run through CASS.
- 7.23 Carrier route sort in compliance with latest USPS standard.
 - ✓ DataProse meets this requirement. This is a standard element when the City's billing file is processed.

- 7.24 When multiple bills go to same mailing address, up to three are inserted into the standard mail- out envelope, and four to fifty are merged for stuffing into one bulk envelope.
 - ✓ DataProse meets this requirement. Eight (8) to ninety-nine (99) pages are merged into a 9x12 envelope.
- 7.25 All outgoing mail shall include ZIP+4 bar coding conforming to postal requirements for automated processing.

✓ DataProse meets this requirement.

Access to Electronic Bill Image

- 7.26 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.
 - ✓ DataProse meets this requirement and currently performs this service to the City. PDFs are accessible through our online client portal, DPAuto.
- 7.27 Provide search capability based on account number, date, and date range.
 - ✓ DataProse meets this requirement. This capability is accessed through our online client portal.
- 7.28 Provide capability to email bill image from contractor site.
 - ✓ DataProse meets this requirement. This capability is accessed through our online client portal.
- 7.29 Provide PDF image of each statement processed after mailing is completed.
 - ✓ DataProse meets this requirement. We currently provide this service to the City.

Approval of Forms and Envelope Orders

- 7.30 The City will approve print stock and envelopes. Any changes during the contract must have City approval.
 - ✓ DataProse meets this requirement and currently coordinates with the City for all approvals.
- 7.31 Proofs will be provided for approval prior to first printing and at any time a change in format is made.
 - ✓ DataProse meets this requirement and currently provides this service to the City.
- 7.32 All artwork remains the property of the City of Plano.
 - ✓ DataProse acknowledges and will comply with this requirement.

Bill Printing

- 7.33 Pre-printed forms of any kind will not be used.
 - ✓ DataProse does not use any preprinted forms.
- 7.34 High quality print with 600 DPI or better, full-color, one-sided. (No backer; back is blank.)
 - ✓ DataProse meets this requirement. Please refer to our Printing Solutions included in our response for a listing of equipment that is utilized.
- 7.35 Bill print fonts include OCRA for automated scanning and processing.
 - ✓ DataProse meets this requirement and currently includes this on the City's statements.
- 7.36 8-1/2 inch x 14 inch with perforation. (See pages A-2–A-5.) Statements may vary in layout and format.
 - ✓ DataProse meets this requirement and is currently providing this size statement with perforation to the City.



- 7.37 Paper weight is 24-pound bond.
 - ✓ DataProse meets this requirement. DataProse uses Domtar 24# VividJet as our standard statement paper for all our billing statements.
- 7.38 Top portion of bill is for customer retention and contains billing information.
 - ✓ DataProse currently produces this format for the City and is able to work with any format the City desires.
- 7.39 Perforate bottom portion to produce a return stub 8-1/2 inch x 3-5/8 inch to be returned by customer with payment.
 - ✓ DataProse meets this requirement and currently produces this for the City.
- 7.40 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.
 - ✓ DataProse meets this requirement. We currently use a #10 pistol window for standard statements and a 9x12 window envelope for multipage statements.

Envelopes

- 7.41 Note that envelope information provided describes the items currently being used. These are not specific requirements. Offerors may propose alternative products that will accommodate the same contents.
 - ✓ As your current vendor, DataProse provides the envelope specifications listed in the solution and work plan.

7.42 Mail-out Envelope

7.42.1 #10 pistol window, 24 pound white wove printed one color (black ink) plus inside security tint. (See pages A-6–A-7 and A-20.)

7.42.2 Window size must comply with USPS for utilization of bar code.

7.42.3 Ability to include return mail processing codes if required.

✓ DataProse currently provides this for the City.

7.43 Delinquent Envelope

7.43.1 Same as Mail-out Envelope with Past Due notification printed on front in red. (See page A-8.)

✓ DataProse currently provides this for the City.

7.44 Return Envelope

7.44.1 #8-5/8 window reply envelope, 20 pound white wove printed one color (black ink) plus inside security tint. (See pages A-9–A-10.).

7.44.2 Bar coded for return address.

✓ DataProse currently provides this for the City.

7.45 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.

7.45.1 9" x 12" booklet envelope, 28 pound white wove. (See page A-11.)

7.45.2 May use mailing label or window envelope with cover page. Cover page and window configuration to be determined by contractor.

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

✓ DataProse currently provides this for the City.

Utility Bill Folding and Inserting

- 7.46 Fold statement to fit Mail-out or bulk envelope, as appropriate.
 - ✓ DataProse meets this requirement and currently provides this service for the City.
- 7.47 Must have multiple page and selective inserting capabilities.
 - ✓ DataProse meets this requirement and currently provides this service for the City.
- 7.48 Contents include statement, return envelope, and up to three additional inserts.
 - ✓ DataProse meets this requirement and currently provides this service for the City.

Offset Printing

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

Small—8-1/2" x 3-1/2" (See pages A-12–A-14.) Medium—8-1/2" x 5-1/2" (See pages A-15–A-16.) Large—8-1/2" x 11" (See pages A-17–A-18.)

- ✓ DataProse currently prints these inserts for the City as requested. We also have the ability to print any other sizes the City may need.
- 7.50 One-, two-, or four-color imprinting may be ordered on Mail-out envelope. (See page A-19.)
 - ✓ DataProse currently provides this service to the City as requested.

Mailing

- 7.51 Daily (5 days per week)
 - ✓ DataProse meets this requirement. Our standard production hours are 6:00 A.M. to 11:00 P.M. Mail is picked up twice daily from our dock by the USPS and driven down the street to their bulk mail processing center.
- 7.52 Turnaround—data in by noon, process same business day and deliver to USPS bulk processing center.
 - ✓ DataProse meets this requirement and currently performs this requirement for the City.
- 7.53 The City of Plano will provide a monthly postage check to be held by the contractor in a postage- onhand account and drawn from as needed. The contractor will obtain the best possible stage rates for bulk mailing.
 - ✓ DataProse currently has a postage management process in place with the City.
- 7.54 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.

✓ DataProse meets this requirement and currently provides this to the City.

Invoicing

- 7.55 Submit invoices monthly.
 - ✓ DataProse meets this requirement and currently provides this to the City.
- 7.56 Only invoice for work completed.
 - ✓ DataProse only invoices for work that has been completed.
- 7.57 Insert Printing should be invoiced separately from bill printing.
 - ✓ DataProse meets this requirement and invoices the inserts separately from bill print services.

- 7.58 Invoicing should itemize services according to proposal form.
 - ✓ DataProse meets this requirement and provide a monthly itemized invoice to the City.
- 7.59 Specify details of special handling bills.
 - ✓ DataProse meets this requirement and will show details on the invoice.
- 7.60 List number of bills printed for the period.
 - ✓ DataProse meets this requirement.

Added Value

- 7.61 Preference will be given to companies providing high-quality in-house insert printing.
 - ✓ DataProse meets this requirement and currently offers this service to the City.
- 7.62 Provide occasional courier service for special delivery and pick up requests.
 - ✓ DataProse meets this requirement and currently offers this service to the City.
- 7.63 The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:
 - 7.63.1 Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals.

7.63.2 Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.

- 7.63.3 Processed chlorine-free papers.
- ✓ DataProse uses Domtar VividJet as the paper type for all our billing statements. Below are some of the key environmental characteristics for this paper.
 - Forest Stewardship Council[®] (FSC[®]) certified
 - Member of Domtar EarthChoice® family of products
 - SFI[®] Certified Sourcing
 - Made with Elemental Chlorine Free (ECF) virgin fiber content
 - Manufactured under alkaline (acid-free) conditions for increased longevity and performance
- 7.64 Offerors are invited to propose additional added value solutions that are not specifically requested but which will assist the City in meeting its stated objectives.
 - ✓ DP eBill This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting – 24/7 access to back-end reporting on any user-defined fields.
 - ✓ DP Letter Composer, which is forthcoming module to DPAuto, for creation and changes to customer letters. This easy to use, online applications provides our clients with the ability to customize their correspondence. The tool allows our clients to create and manage personalized letters quickly and easily, eliminating the manual change management process, the need to incorporate any IT resources in the process. It is an easy way to create regulatory notifications, operational/business correspondence, or even your welcome letters. In addition, this is a great tool to create ad hoc direct mail campaigns or employee communication.



PROJECT IMPLEMENTATION PLAN

As the current vendor to the City, this timeline does not apply. However, our process would include the following steps for any new implementation:

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.

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.

DATA prose

PROJECT TIMELINE

Project Plan	Phase 1 – Project Overview and Scope Defined – Three (3) Weeks
	 Schedule a project kick-off session with the City's team. Identify client stakeholders involved and confirm overall project scope. Review selected documents components and process. Identify any future changes/recommendations if applicable. Review project input checklist (format, fonts, color, messaging, graphing, etc.). Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders. Weekly, documented updates will be provided by the DataProse Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.
Project Development	 Phase 2 – Application Development – Six (6) Weeks Working collaboratively with the City's team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable. Working collaboratively with the City, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.
Project Execution	Phase 3 – The City and DataProse Staff will work together to finalize the project. Estimated time is three (3) weeks.
	 Custom stock ordered and received if applicable. Postage deposit received or verified with USPS. DataProse requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply. Create "live samples", present, and gain approval. Lock box approves remit samples. Schedule parallel production and confirm cycle schedule with the City. Train client contact(s) on DPAuto – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.

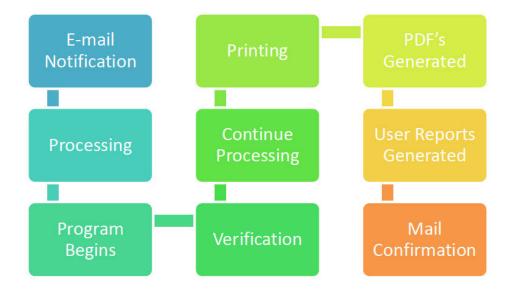
Project LIVE Final Phase – LIVE Production Run

DATAProse

PRODUCTION PROCESS OUTLINE

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:

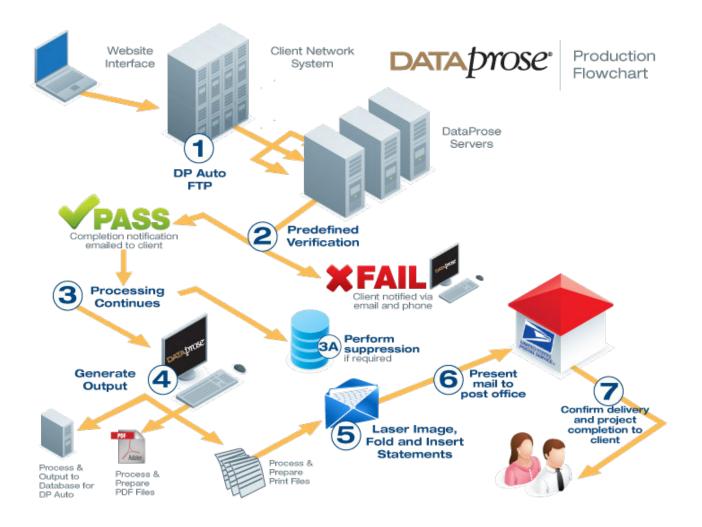
- ✓ An email notification will be sent to key DataProse individuals responsible for your application
- ✓ Your data file(s) will be transmitted to the appropriate location for processing.
- ✓ The program will begin
- ✓ We will perform predefined verification steps (Developed application by application)
- ✓ 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 FLOW CHART



DPAUTO - YOUR SECURE CUSTOMER PORTAL 24/7

DPAuto – Job Processing at your finger tips! 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.

Secure Access:

Our clients are provided a safe and secure login to access our DPAuto Customer Portal.

OPAUTO		
	Sign in to your account	
	User Name Password	
	Contract Remember me? Log in Forgot your password?	
	Ff 🛅 🗹	
	Powered By DATA Prose © 2017 DataProse, LLC.	

Inside DPAuto Client Portal:

Our client portal is very user friendly and contains help information throughout the site. Simply click on the process selection needed for your project needs.

OP AUTO	- Sample Client	: 			Account Manager at 972-4	62-5400 ⊖
Bill Mess	iages	Q User Admin	A JobTrax	() Upload	Search & ViewBill	
		MailTrax	DP-eB	สม		



Secure FTP

Get the convenience of your favorite web browser and the security of FTP. It's a simple and secure way to deliver your valuable billing data to our servers.

OPAUTO - Sar	nple Client				2	Account Manager at	972-462-5400
📑 Bill Messages 🛛 💄 User	Admin 🔒 JobTrax	① Upload	Search & ViewBill	DP-iDocs Admin	JP-iDocs	DP-eBill	9 - 1
Home / File Upload							
File Upload							
Test File							
Application	Utility Bill		~				
# of Statements							
Bill Date			1				
Files 🕄	File Na	me			s	ize Status	
	+ Add files						
Start upload							
8							



DPAUTO JOB TRAX

Stay updated by logging in and watching your project move through data processing, printing and mail services.

Home / JobTrax DODTrax Job S Nov 10 entries Search I Job Number II Description II Mail Pieces II Started IF Progress IA Mail Date C 1266/0CA09 Statements 10 C 1266/0CA09 Statements 10 C 1266/0CA09 Delinquent Statements 266 Sep 09 2021 09:22AM S9% C 1266/0CA09 Delinquent Statements 266 Sep 09 2021 09:22AM S9% C 1266/0CA09 Delinquent Statements 266 Sep 09 2021 10:0AM S9% C 1266/0CA09 Delinquent Statements 128 Sep 03 2021 10:1AAM 106% Sep 03 2021 10:15AM 106% Sep 03	2-462-5 L -
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howing 1 to 10 of 502 entries Previous 1 2 3 4 5 51	
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	Nex



DPAUTO MESSAGE MANAGER

Manage your statement messaging:

The Message Manager tool is found inside the DPAuto 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.

DP	AUTO - Sample	Client				2	Account N	lanager at	972-462-54	400
📕 Bill M	Aessages 💄 User Adm		Upload	Q Search & ViewBill	DP-iDocs Admin	P-iDocs	DP-eBi		1	
Home	Bill Messages							_		
	essages						0			- 1
Show	10 v entries						Search			
	Application	Туре		Name/Number		sage	S	itart Date	End Date	Э
• 🖍	💼 Utility Bill	All Bills	8		Stag	e one Water C		09/09/2021	09/16/20	021
• /	*	Select		-works.org/calculator. MSGBox2	Effe	tive 07/01/2		09/09/2021		
• / •	Utility Bill Full Message Text (307 ch Effective 07/01/2021, the m	Selecti naracters) noratorium on shutoff	ive 's and penaltic		ction activities will resur	ne. Payments car			ing customer	
• / •	Utility Bill Full Message Text (307 ch Effective 07/01/2021, the m	Select naracters) noratorium on shutoff If you are experienci	ive 's and penaltic	MSGBox2	ction activities will resur n full, please contact ou	ne. Payments car	nt.		ing customer	
O X F E S	Utility Bill Full Message Text (307 ch Effective 07/01/2021, the m service at (800) 867-5309.	Select naracters) noratorium on shutoff If you are experienci	ive 's and penaltion ng hardship a	MSGBox2 es will be lifted and all colle and unable to pay your bill i	ction activities will resur n full, please contact ou	ne. Payments car r billing departme	nt.	line or by call	Search End	D
Showing	Utility Bill Full Message Text (307 ch Effective 07/01/2021, the m service at (800) 867-5309. Search Application	Select naracters) noratorium on shutoff If you are experienci	ive 's and penaltion ng hardship a	MSGBox2 es will be lifted and all colle and unable to pay your bill i	ction activities will resur n full, please contact ou	ne. Payments car r billing departme	nt.	line or by call	Search End	

COMPREHENSIVE REPORTING

DataProse provides a wide range and types of reporting for client reconciliation for each job/project submitted for production as you can see under the Reports area in this screenshot.

	Job Number	11 Description	11 1	Iail Pieces	Started	17	Progress	IA		Aail Date	1	if.
-	103550FA11	Final Notices		28	Sep 11 2017 11:		100%	44		2017 12:0		Q
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0	103550FA23	Final Notices		14	Aug 23 2017 11:	MA00	100%		Aug 24	2017 12:0	5PM	0
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0	102244FA12	Final Notices		30	Jul 12 2017 10	46AM	100%		Jul 13 2	017 03:38	РM	Q
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							110	Tous	· ~	× .	1.50	

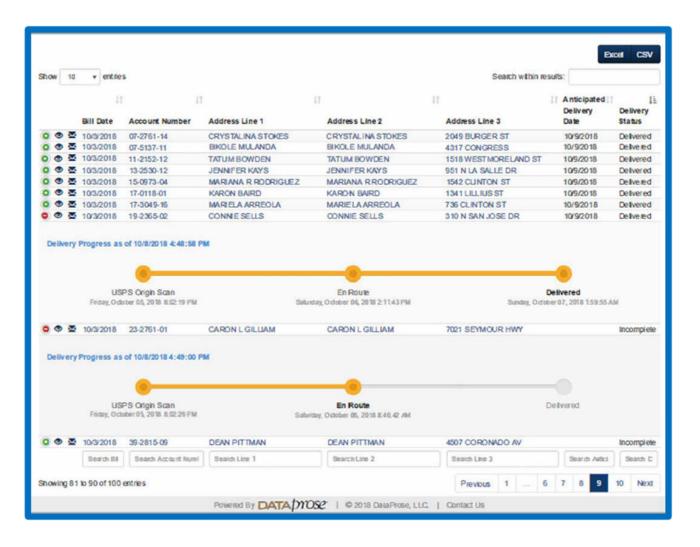
The most important report that most easily details the breakdown of records received and processed is the "DPSYS Report". This report is presented in a PDF format and is available immediately after processing is complete. SEE DPSYS report sample following this page. Although the DPSYS report and MU Output Summary Report are the only reports that have been included in the RFP response, there are many others available after processing that provide additional detail.

- DP MailTrax Progress Report
- DPSYS Report PDF
- MU Output Summary Report PDF (Move Update)
- MU Output Report DAT (Move Update)
- MU Summary PDF
- Client Reports TXT (invalid address report)

DPAUTO REPORT SAMPLES

DP MailTrax Progress Report:

DP MailTrax is our mail tracking service that utilizes USPS IMB barcode scans to track mail through the USPS system. This allows your personnel to know the status of each document/piece in the mail stream. DataProse offers tracking on both incoming (Origin) and outgoing (Destination) mail. DP MailTrax leverages the USPS IMb Tracing solution which provides clients with near real-time tracking information about your First-Class Mail[®]. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by DataProse. You can have visibility to the location of any document, as well as the return payments, which we believe is helpful during customer service interactions.



DATA prose

DPSYS Report Sample:

PROCESSING DESCRIPTIO	N REPORT			2/13/20 11:16
Client: Sample City File Processed: reg_St Project Description: S	atement 20021394728	B.txt	roject #: 1	ABC
Mailing Group	# of Bills	# of It	mpressions	Postage
A (1 ounce) B (2 ounce) C (8 to 99 pages) D (100 to 499 pages) E (500+ pages) I (International) X (Hold Bill\Invalid) (Bills Suppressed)		688	2554 43 83 0 0 0 0 -	\$988.80 \$7.15 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
TOTALS	2556		2680	\$995.95
	INSERT SU			
Insert Description	Weigl	ht	1	# of Inserts
BRE Recycling Taking Care	0.: 0.: 0.0	16		1500 2556 2556
TOTAL INSERTS				6612
	ADDITIONAL 1	INFORMATION		
Records Expected	Records Processed			Pieces Printed
3361	3361		3244	2556
Total Flow Pages In O ************************************	XPECTED RECORDS DON	ES NOT EQUAL	RECORDS PR	OCESSED*******
Expected Bill Date -	02/13/2020	Actual Bill	l Date - 02	/13/2020
Total Current Charges Total Amount Due of R Total Amount Due of R Due Date (From Source	ecords Processed ecords Processed (1			\$456,950.01 \$451,213.72 \$461,724.42 March 9, 2020
SIMPLEX		3120R186122		3361
2553 42	78 0	0		0 688



MOVE UPDATE Summary Output Report Sample:

This report displays the original address from your data files and the new updated address after the Move Updates were performed.

DATADTOS	Se"	VE UPDATE S	ummary Outpu
-			Page - 1 of 1
	Client: Sample City	Client/	App Code:
	ription: Statements essed: 10/19/17 11:38		Project #:
Old Address Info	rmation (Changed From)	Updated Address I	nformation (Changed To)
1 - Acct# - 01-0001-01			
JOHN Q SAMPLE	Effective Date - 201708	Move Type - F	Match Flag - A
500 MAIN STREET	USPS Barcode	JOHN Q SAMPLE	USPS Barcode
SAMPLE TX 70000	Carrier Route:	1234 2nd STREET SAMPLE TX 70000	Carrier Route:
2 - Acct# - 02-0002-02			
	Effective Date - 201609	Move Type - I	Match Flag - A
JANE Q SAMPLE		JANE Q SAMPLE	USPS Barcode
100 MAIN STREET SAMPLE TX 70000	USPS Barcode Carrier Route:	4321 MAIN STREET SAMPLE TX 70000	Carrier Route:

Move Type Codes B - Business / F - Family / I - Individual Common Match Flag Codes A - COA MATCH / 01 - FOREIGN MOVE / 02 - MOVED LEFT NO ADDRESS / 03 - BOX CLOSED NO ORDER



DATAPROSE PRINTING SOLUTIONS

Equipment- Coppell, TX

Printers:

- Ricoh VC60000 duplex print system. Full color print technology with inline perforating
 - New, installed October 2020
- Canon varioPRINT iX-series. Full color inkjet print system
 - New, installed July 2021
- iGen 5 Print System. Full color, cut-sheet print technology
 - iGen 5 3 years old, installed in 2018
- Canon Oce Ultra 6250 w/BLM. Monochrome, cut-sheet print technology
 - 6 years old, installed in 2015
- Riso ComColor 9150. Full color, cut-sheet technology- two
 - 5 and 6 years old, installed in 2016 and 2015

Inserters:

- Pitney Bowes Flowmaster. Highspeed intelligent insert systems, #10 and 6 x 9
 - 10 years old, installed in 2011
- Pitney Bowes FPS. High speed intelligent insert systems; #10, 6 x 9 and 9 x 12
 - 15 years old, installed in 2006

All inserters equipped with DDS iDataScan & iDataRepair inserting integrity Camera Systems for piece level verification. We have onsite service technicians to maintain all equipment.

Variable Data / Full-Color Inkjet Printing

DataProse employs the most advanced Full-Color Inkjet Printer available in the marketplace. Designed to produce graphic communications at exceptional speeds, the Pro VC60000 delivers high speed inkjet output at up to 494 feet (150 meters) per minute with 600 x 600 dpi resolution. For jobs where image quality is critical, you can produce 1200 x 1200 dpi output at an impressive 164 feet (50 meters) per minute. Deliver over 100,000 Letter/A4 images per hour and up to 40 million impressions monthly.



The Canon varioPRINT iX-series revolutionizes the commercial printing business experience. It combines stunning image quality and a wide media range with the high productivity of inkjet.

For short run inserts, we utilize our Xerox iGen 5.





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MAIL FINISHING AND DELIVERY

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.

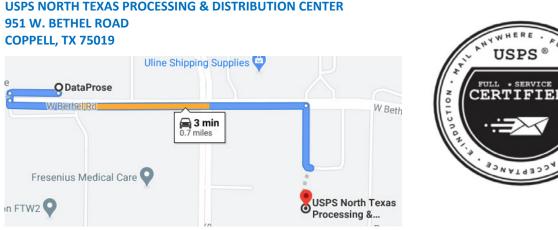
DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors 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, each.

Mail Verification and USPS Information

As a designated DMU of the United States Postal Service, all outbound first class presorted mail is inspected, prepared and loaded onto trucks daily at our Coppell facility. The USPS trucks leave 2x per day to deliver to the North Texas Processing and Distribution Center in Coppell, TX (see complete address below). This is located less than a mile from our facility in Coppell. This expedites the movement of all mail into the postal distribution system and allows for the best possible postal rates.



USPS NORTH TEXAS PROCESSING & DISTRIBUTION CENTER

Mail Delivery Timeline

DataProse processes and mails in 24 hours after receipt and approval of data file.

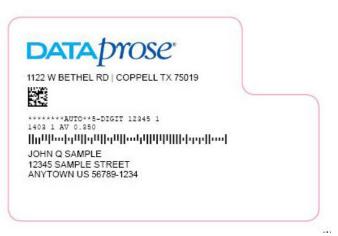


AUTOMATED DOCUMENT FACTORY / INSERTING INTEGRITY

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



Maximizing your Postage Savings

Preprocessing to Maximize Postage Savings

To ensure 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
- DataProse requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.

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



After-hours Support and Escalation

DataProse after-hours support guarantee defined below:

STANDARD PRODUCTION REQUESTS: Contact your assigned Account Manager	URGENT PRODUCTION REQUESTS: Email – <u>DPList-</u> FirstResponseTeam@dataprose.com Phone – 972.462.5411	AFTER-HOURS PRODUCTION REQUESTS: Email – <u>DPList-</u> FirstResponseTeam@dataprose.com Phone – 972.462.5411
Escalation Contact –	Escalation Contact –	IF NO RESPONSE IN 30 MINS,
Client Relations Manager	Client Relations Manager	Call After-Hours HOTLINE
972.462.5405	972.462.5405	888.856.3185



SOC 2

Under our SOC 2 Type 2 Compliance, all processes are annually audited and certified compliant.

DATAPROSE QUALITY CONTROL PROCESS OVERVIEW

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 pause 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.

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.

CONFIDENTIALITY & SECURITY

It is the policy of DataProse to ensure the privacy and security of our client's data. Destruction/disposal client data shall be carried out in accordance with federal and state law and as defined in the organizational retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation.

In order to protect all client data from an unauthorized access, DataProse systems are secured at many levels, including 128bit SSL encryption from multiple firewalls, physical and logical segregation of processing systems. Rights and roles are closely managed and monitored to ensure only those people and systems requiring access, are granted access.

Finally, DataProse has automated systems pruning non-essential data to ensure data that is not required, is not retained. Furthermore, the DataProse production facilities are card-key access controlled, 100% monitored by camera systems. DataProse off-site data centers are controlled in a similar manner with the added protection of biometric scanning access. DataProse's sophisticated piece level processing and tracking systems (Automated Document Factory- ADF) is our 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. Every page of every bill or document is "fingerprinted" with sequencing numbers and characters (piece IDs embedded in our 2D symbology), which allows 100% integrity of every mail piece. The production centers have key checkpoints throughout the facility where each job is scanned and the data is automatically integrated into a database and web application (DP JobTrax) that is available to our customers 24/7. Manual and automated cross checks are deployed throughout the facility and process and production employees receive monthly bonuses for zero defects. It is this combination of human, machine and software, each auditing each other, that provides the highest quality.

DATA SECURITY & BUSINESS CONTINUITY PLAN

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

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.

BCP Plans and recovery procedures are developed around a single disaster or event impacting the DataProse business-critical functions.

Alternate sites/vendors/resources will be available to DataProse at the time of need.

Qualified personnel in sufficient quantities are available to perform recovery activities.

Organizations external to DataProse, such as vendors and government agencies will be reasonably cooperative during the recovery period.

4. Recovery Sites

Our DataProse business continuity strategy integrates alternate DataProse facilities (<u>Coppell, TX. and</u> <u>Sacramento, CA</u>) 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.

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.



SECTION 4 - ADDED VALUE

Added Value

7.61 Preference will be given to companies providing high-quality in-house insert printing.

✓ DataProse meets this requirement and currently offers this service to the City.

7.62 Provide occasional courier service for special delivery and pick up requests.

✓ DataProse meets this requirement and currently offers this service to the City.

7.63 The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:

7.63.1 Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals.

7.63.2 Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.

7.63.3 Processed chlorine-free papers.

- ✓ DataProse uses Domtar VividJet as the paper type for all our billing statements. Below are some of the key environmental characteristics for this paper.
 - Forest Stewardship Council[®] (FSC[®]) certified
 - Member of Domtar EarthChoice[®] family of products
 - SFI[®] Certified Sourcing
 - Made with Elemental Chlorine Free (ECF) virgin fiber content
 - Manufactured under alkaline (acid-free) conditions for increased longevity and performance
- 7.64 Offerors are invited to propose additional added value solutions that are not specifically requested but which will assist the City in meeting its stated objectives.
 - ✓ DP eBill This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting 24/7 access to back-end reporting on any user-defined fields.
 - ✓ DP Letter Composer, which is forthcoming module to DPAuto, for creation and changes to customer letters. This easy to use, online applications provides our clients with the ability to customize their correspondence. The tool allows our clients to create and manage personalized letters quickly and easily, eliminating the manual change management process, the need to incorporate any IT resources in the process. It is an easy way to create regulatory notifications, operational/business correspondence, or even your welcome letters. In addition, this is a great tool to create ad hoc direct mail campaigns or employee communication.
 - ✓ The Canon varioPRINT iX-series revolutionizes the commercial printing business experience. It combines stunning image quality and a wide media range with the high productivity of inkjet. This machine also allows us to print on various substrates including coated paper.



DP E-BILL - ELECTRONIC DELIVERY: PRODUCT OVERVIEW:

DataProse provides several different electronic delivery products. This document describes the DataProse email delivery. This document does not include any Electronic Bill Presentment/Payment (EBPP) functionality. The email itself is delivered in html format and can be customized to include graphical content and variable data. This core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. 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 – 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.

PRODUCT IMPLEMENTATION TIMING:

Standard implementation time for one email template into our normal process is 2-3 weeks. Each additional email template can be added in the same 2-3-week time frame.

PRODUCT PRICING: Provided on the cost worksheet.

DP-NetBill

Electronic Bill Presentment and Payment Solution for Municipals, Utilities, Co-ops & Service Providers

Designed with more than a decade of client feedback, DP-NetBill is one of the most advanced Electronic Bill Presentment and Payment (EBPP) solutions in the market. DataProse developers have worked with hundreds of service providers to make NetBill both highly effective and user-friendly.

Features:

- Automated Online Payment and Posting
- 24/7 Statement Viewing and Pay Access
- Exact Bill Replica Searchable by customer name, address, account number and any userdefined field.
- Advanced Security (SSL) Safeguards your customer data.
- Multiple Payment Options Credit card and ACH, instant or recurring payments.
- Seamless Website Integration Designed to integrate with the look and feel of your existing website.

DP-NetBill Includes Three Modules for Online Payment, Customer Service and Site Administration: CUSTOMER WEBSITE MODULE – This web page is graphically designed to match your own website and is where the bill payer will enroll, view and pay bills online.

CSR CUSTOMER CARE MODULE – CSRs access this module to provide day-to-day bill payer support, and to assist them when viewing or paying bills online. For ultimate efficiency, CSRs will be able to retrieve client data by multiple variables including name, account number, phone number, address and other customized fields.

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ADMINISTRATIVE MODULE – Administrators manage site access for enrolled users (Admin., CSRs and bill payers) and can customize website configuration and generate system reports.

Industry Standard Compliance

Payment Card Industry (PCI) was developed by major credit card companies as a guideline to help organizations that process card payments and prevent credit card fraud, hacking and various other security issues. Any company that processes, stores or transmits credit card numbers must be PCI compliant or they risk losing the ability to process credit card payments. The PCI reflects a common set of security standards held by VISA, MasterCard, Discover, and American Express.

The National Automated Clearing House Association (NACHA) is the entity that governs ACH Rules.

Benefits:

- **Reduced Costs** For customer service, printing, postage and remittance.
- Improved Cash Flow More convenient payment options and expedient electronic funds transmission.
- Turnkey Solution You don't need to be technical since our experts make NetBill implementation fast and simple.
- Fewer Days Sales Outstanding (DSO)

DataProse also has many integrations with online payment partners that focus on the Municipal Marketplace. We would be glad to share additional detail should the City decide to purse that course in the future.



SECTION 5 - COST (Separate attachment) OPTIONAL SERVICES PRICING:



SECTION 6 - SAMPLES

Delivered by FedEx on Friday, 10/29/2021 at 2:59pm, to:

CITY OF PLANO-PURCHASING DEPARTMENT ATTN: SOLICITATION 2021-0440-AC 1520 K AVE SUITE 370 PLANO, TX, US, 75074

Tracking number: 775062106246

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SECTION 7 - DOCUMENTATION

SEARCH & VIEWBILL - API

PRODUCT OVERVIEW:

Search&ViewBill API is a tool that allows clients, already utilizing the S&V service, a back-end path to access PDFs from this system. To retrieve the PDFs housed in S&V using the Search&ViewBill API requires the client to perform technical work to make the necessary call to our system DP-Document Services API. This product is a connector service between the client application or website and the indexed billing cycle PDFs at DataProse. Once implemented, this service waits for a call from a client, authenticates the client, accepts a connection and connects to the document repository to retrieve a set of data which describes the documents the client is requesting retrieve. A second call is made to the web service to return the actual document.

PRODUCT FEATURES:

Availability of system and documents 24/7 Client Integration into their web application

PRODUCT IMPLEMENTATION TIMING

Standard implementation time for API access and setup is 1 week from DataProse receiving a signed proposal or change request.

Setup deliverable are

- 1. Access credentials
- 2. Web service/API instructions/documentation
- 3. Technical training and testing assistance with the web-services set up (2 hours)

PRODUCT PRICING: Provided on the cost worksheet.



DP DOCUMENT SERVICES API:

DP Document Services API is a connector service between the client and DataProse indexed billing cycle PDFs. The web service waits for a call from a client, authenticates the client, accepts a connection and then connects to the document repository to retrieve a set of data which describes the documents the client is requesting to retrieve. A second call is made to the web service to return the actual document.

Transport Layer Security (TLS) version 1.1 or higher must be in place to access the DataProse API.

API URL:

https://dpdocs.dataprose.com/dpdocumentssvcv3/dpdocuments.asmx

SAMPLE CREDENTIALS:

dpUsername: dpPassword: Provided by DataProse Account Manager archivename:

TESTING:

Parameter	Value
dpUsername:	LOGIN NAME
dpPassword:	PASSWORD
archivename:	ARCHIVE NAME
solQuery:	Account_Number='000-000001'
sortCriteria:	Bill_date
numInvoices:	12
searchtype:	8 ×
	Invoke

TEST XML DISPLAY:

Any Indexed PDF can be used to testing.

Bill Date	15	Account Number	11	Line 1
5/5/2020		000002649-000158840		CLARENCE J PIPER JR
5/5/2020		000444891-000185832		HANNAH COLEMAN
5/5/2020		000420961-000182948		PATTERSON, ELI
5/5/2020		000424339-000186922		ASHLEY E SMITH
5/5/2020		000459057-000406272		THUONG C NGUYEN



8"?><SolSearcherFieldsCollection xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance" xmlns:xsd="http://www.w3.org/2001/XMLSchema"><SolSearcherFields><ReportDefaultPage>8</ReportDefaultPage>8 ge><ReportEndPage>8</ReportEndPage><ReportStartPage>8</ReportStartPage><ReportID>9</ReportID><Docu mentID>476142</DocumentID><ReportAuthCode>1C86A78FB99D9241E273D48B5EBAABDB</ReportAuthCode>< FileName /><ArchiveName>DP</ArchiveName><Session>{AD064BCB-C3E7-4FB0-AD0A-DEE7D8841732}</Session><AppName>DataProse</AppName><AccountNumber>05-3710-02</AccountNumber><BillDate>3/31/2014 12:00:00 AM</BillDate><Url>https://solsearcher.dataprose.com/resource/SSEPDFExtractor.dll?AA393D3F12EA587C76106 CE8A8A30E62C35828425CEF50C7047BAFE054B827306C9FD3AE34DD4683022FA308A920A0A7F2CCF9707FB0F2 7F5CAA393D18BB252C86A8FD2FA43063B89172640C0890E573E677572F1B3C43F673135ED07B6C815A37BAF91 8E8D00D6FF5975D8A5D3F083CEE73B37375BDD7FB91BE01C7AEB009636C9FEB988073BA855FE32CF5150F916 CE8E8B4C03782EC</Url></SolSearcherFields><SolSearcherFields><ReportDefaultPage>10</ReportDefaultPage> <ReportEndPage>10</ReportEndPage><ReportStartPage>10</ReportStartPage><ReportID>11</ReportID><Docu mentID>478666</DocumentID><ReportAuthCode>9CA5E111E7FE06B2B3A41C2F8937296A</ReportAuthCode><F ileName /><ArchiveName> DP </ArchiveName><Session>{AD064BCB-C3E7-4FB0-AD0A-DEE7D8841732}</Session><AppName>DataProse</AppName><AccountNumber>05-3710-02</AccountNumber><BillDate>4/30/2014 12:00:00 AM</BillDate><Url>https://solsearcher.dataprose.com/resource/SSEPDFExtractor.dll?5721A19D4A5AA8E51B13B E5DCB1E24D1CBBEAB6CD09729E12452CF85D723799E182EF52A1CB4E035896A2AD3B79DD336CC915D7BA181 C473AF5721A1BA20321A35ACD94FB306B9F334B723A01FDB9D2F22AB53D2CAC47C73457D58584D1840AF2372 E2BAFFEB890F22EA13AEDCA53ABB9DB11878DFF9C6A73448B03FF92284914D96629245A352EBF2614AFE7164 1DA55B0067350F0FED1D2F</Url></SolSearcherFields><SolSearcherFields><ReportDefaultPage>11</ReportDefa ultPage><ReportEndPage>11</ReportEndPage><ReportStartPage>11</ReportStartPage><ReportID>12</ReportI D><DocumentID>481343</DocumentID><ReportAuthCode>B41E1D3CFADF08FBB4853ACE01CF3F40</ReportAut hCode><FileName /><ArchiveName> DP </ArchiveName><Session>{AD064BCB-C3E7-4FB0-AD0A-DEE7D8841732}</Session><AppName>DataProse</AppName><AccountNumber>05-3710-02</AccountNumber><BillDate>5/31/2014 12:00:00 AM</BillDate><Url>https://solsearcher.dataprose.com/resource/SSEPDFExtractor.dll?5721A19D4A5AA8E51B13B E5DCB1E24D1CBBEAB6CD09729E12452CF85D723799E182EF52A1CB4E035899EEAB5D8B660457777D7F79F872 D399B5721A1BA20321A35ACD94FB306B9F334B723A01FDB9D2F22AB53D2CAC47C73457D58584D1840AF2372E

2BAFFEB897A6CE43CAEAECBFA7E3D511AF7805A258D378F9F9CA0DCF36A6B6FC7E23BCD53EE0D890942AC7 2AED68B3BFF5C56E0C9169A</Url></SolSearcherFields><SolSearcherFields><ReportDefaultPage>15</ReportDe faultPage><ReportEndPage>15</ReportEndPage><ReportStartPage>15</ReportStartPage>15</ReportID>16</Report ID><DocumentID>483868</DocumentID><ReportAuthCode>C40CE077EE8C30553052409D7B7614F7</ReportAuth Code><FileName /><ArchiveName> DP </ArchiveName><Session>{AD064BCB-C3E7-4FB0-AD0A-

DEE7D8841732}</Session><AppName>DataProse</AppName><AccountNumber>05-3710-

<string xmlns="http://www.Dataprose.com/webservices"><?xml version="1.0" encoding="utf-

02</AccountNumber><BillDate><mark>6/30/2014</mark> 12:00:00

AM</BillDate><Url>https://solsearcher.dataprose.com/resource/SSEPDFExtractor.dll?5721A19D4A5AA8E51B13B E5DCB1E24D1CBBEAB6CD09729E12452CF85D723799E182EF52A1CB4E03589AF7783AFBEDDC974547185A5400 ADE7F5721A1BA20321A35ACD94FB306B9F334B723A01FDB9D2F22AB53D2CAC47C73457D58584D1840AF2372E 2BAFFEB8979EC199DF02A773D148078C8D5B76C726905C54349FF5B2231CDEA587D484CAC18D1D2EE8CFBE00 5CE0C1D37737DE73738C4



THE SEARCHRESULTSSTRING METHOD

SAMPLE INPUT BY CLIENT:

First pass a reference to the web service. If using Visual Studio, right click web reference and then click add reference. Place the DataProse web service's url, "http://dpdocs.dataprose.com/dpdocumentssvcv3/dpdocuments.asmx" in the "Url" input box and then name the reference in the Web reference name input box. Assuming the reference is named "dpWebService", the code to instantiate the web service will look like the snippet below.

The method to call in the web service is SearchResultsString.

dpWebService.DpDocumentsss = new dpV	NebService.DpDocuments ();
<pre>string xmlfeed = ss.SearchResultsString(</pre>	
"test",	
"1	test",
	"Account Number like '0100%",
	"Bill date",
	100,
	8);
XmlDocument xDoc = new XmlDocument	0;
xDoc.LoadXml(xmlfeed);	

Below is a description of each parameter that goes into the method, "SearchResultsString". The WSDL will also provide a client with a description of the web service and it's methods

string SearchResultsString(
string dataproseUsername,	
string dataprosePassword,	
string archivename,	
string solQuery,	
string sortCriteria,	
int numberOfPages,	
int searchtype	
);	

INPUT PARAMETERS EXPLAINED:

string dataproseUsername and string dataprosePassword: Credentials that will be provided to the client by DataProse. A message, Invalid Credentials. Please try again or call your Account Manager for assistance" will be returned to the client if authentication is not successful.

string Archivename: This is the archive that client wants to query. If it is left empty or null, web service will search an archive that is same as the client code.

string solQuery: This parameter acts like a where clause in SQL. An example is "Account_Number like '010%'". The value being passed into the condition must be surrounded by single quotes. Operators that can be used are "like", "=", ">" etc etc.

string sortCriteria: Specifies what column client wants to sort result set by. "Bill_date" is a common sorting column.

int numberOfPages: Indicates the number of pages per report client wants returned.

int searchtype: Indicates what kind of search client is doing.



SAMPLE OUTPUT TO CLIENT:

On successful authentication, an xml string is returned. This string contains xml that the client will need to parse through to get the information needed.

Sample Output String

The root node is "<SolSearcherFieldsCollectionxmlns>". Each row of data is denoted by the node, "<SolSearcherFields>". Within "<SolSearcherFields>" are the fields.

The value of the "<Url>" node is a URL that the client can click to retrieve a document through the browser.



THE SEARCHRESULTSSTRINGNOURL METHOD

SAMPLE INPUT BY CLIENT:

First pass a reference to the web service. If using Visual Studio, right click web reference and then click add reference. Place the DataProse web service's url, "//dpdocs.dataprose.com/dpdocumentssvcv3/dpdocuments.asmx" in the "Url" input box and then name the reference in the Web reference name input box. Assuming the reference is named "dpWebService", the code to instantiate the web service will look like the snippet below. The method to call in the web service is SearchResultsString.

> dpWebService.DpDocumentsss = new dpWebService.DpDocuments (); string xmlfeed = ss.SearchResultsStringNoUrl("test", "Account_Number like '0100%''', "Bill_date", 100, 8); XmlDocument xDoc = new XmlDocument(); xDoc.LoadXml(xmlfeed);

Below is a description of each parameter that goes into the method, "SearchResultsString". The WSDL will also provide a client with a description of the web service and it's methods.

string SearchResultsStringNoUrl (string dataproseUsername, string dataprosePassword, string archivename, string solQuery, string sortCriteria, int numberOfPages, int searchtype);

INPUT PARAMETERS EXPLAINED:

string dataproseUsername and string dataprosePassword: Credentials that will be provided to the client by DataProse. A message, "Invalid Credentials. Please try again or call your Account Manager for assistance" will be returned to the client if authentication is not successful.

string Archivename: This is the archive that client wants to query. If it is left empty or null, web service will search an archive that is same as the client code.

string solQuery: This parameter acts like a where clause in SQL. An example is "Account_Number like '010%". The value being passed into the condition must be surrounded by single quotes. Operators that can be used are "like", "=", ">" etc etc.

string sortCriteria: Specifies what column client wants to sort result set by. "Bill_date" is a common sorting column.

int numberOfPages: Indicates the number of pages per report client wants returned.

int searchtype: Indicates what kind of search client is doing.



SAMPLE OUTPUT TO CLIENT:

On successful authentication, an xml string is returned. This string contains xml that the client will need to parse through to get the information needed.

Sample Output String

<?xml version="1.0" encoding="utf-8" ?> <SolSearcherFieldsCollection xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance" xmlns:xsd="http://www.w3.org/2001/XMLSchema"> <SolSearcherFields> <ReportDefaultPage>1</ReportDefaultPage> <ReportEndPage>2</ReportEndPage> <ReportStartPage>1</ReportStartPage> <ReportID>2</ReportID> <DocumentID>203040</DocumentID> <ReportAuthCode>996DB8A8ABAFE74AC011166CD4B4F5A2</ReportAuthCod> <FileName> DPX Sample PDF8.pdf</FileName> <ArchiveName> DPX </ArchiveName> <Session>{999E7003-0A89-4E73-A945-0D8EC1BFAF0D} <AppName>DataProse</AppName> <AccountNumber>9783883</AccountNumber> <BillDate>2/14/2008 12:00:00 AM</BillDate> <Url /> </SolSearcherFields> </SolSearcherFieldsCollection>

The root node is "<SolSearcherFieldsCollection>". Each row of data is denoted by the node, "<SolSearcherFields>". Within "<SolSearcherFields>" are the fields.

The value of the "<Url>" node is a URL that the client can click to retrieve a document through the browser.

SAMPLE SECOND INPUT BY CLIENT:

Using the output received by the client after the first call to the web service, the client makes a second call to the web service to obtain a byte[] of the document. Here is a sample of this call.

byte[] image= null; dpWebService.DpDocuments ss = new dpWebService.DpDocuments(); image = ss.GetDocument(dpusername, dppassword, appname, session, archname, documentID, reportID, reportStartPage, reportEndPage, reportDefaultPage, reportAuthCode);

All the input parameters for this call are obtained from the xml string received from the previous call. The byte[] that is received from this call can be rendered on a browser or can be stored in a folder. It's up to the client what they want to do with it.



SEARCHRESULTSMULTIREPORTS METHOD

SAMPLE INPUT BY CLIENT:

Get the list of the pdf files by account number

INPUT PARAMETERS EXPLAINED:

string dpUsername and string dpPassword: Credentials that will be provided to the client by DataProse. A message, "Invalid Credentials. Please try again or call your Account Manager for assistance" will be returned to the client if authentication is not successful.

string accountnumber:account number

SAMPLE OUTPUT TO CLIENT:

Sample List of URL for the pdf files

<?xml version="1.0" encoding="utf-8" ?>

<string xmlns="http://www.Dataprose.com/webservices"><?xml version="1.0" encoding="utf-8"?><StatementList
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"</pre>

xmlns:xsd="http://www.w3.org/2001/XMLSchema"><Statement><Year>2009</Year><Month>4</Month><Con tactID>001220804</ContactID><Url>http://solsearcher.dataprose.com/resource/SSEPDFExtractor.dll?92B52 6030EA0EDD0359BB25FF28252B46FA7880B8E5D06BFB1BD7B3FE3BB69902BD5D4B3B4A41337A95F7DF13 EDA326E3AEF7FFDA6D7BC42BA92B52624F2246479E03E0AC63FB9D45579FFCCF6DCB18E61B0241B9D4D F6F4C938B92F553230A2B200E7202ACA378D32543FD35A385FC6E6C7CAC9F86697E6EFED7BEAD6AB2029 D319DCEAB5A298763EDE876BFB59DF67B97DFD091A5262674F<//Url></Statement>......</StatementList></st



SEARCHRESULTSMULTIREPORTSDAY METHOD

SAMPLE INPUT BY CLIENT:

Get the list of the pdf files by account number. The Output will also include the <Day> information.

INPUT PARAMETERS EXPLAINED:

string dpUsername and string dpPassword: Credentials that will be provided to the client by DataProse. A message, "Invalid Credentials. Please try again or call your Account Manager for assistance" will be returned to the client if authentication is not successful.

string accountnumber:account number

SAMPLE OUTPUT TO CLIENT:

List of URL of the pdf files <?xml version="1.0" encoding="utf-8" ?>

<string xmlns="http://www.Dataprose.com/webservices"><?xml version="1.0" encoding="utf-8"?><StatementList xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"

xmlns:xsd="http://www.w3.org/2001/XMLSchema"><Statement><Year>2009</Year><Month>4</Month><Day >1</Day><ContactID>001220804</ContactID><Url>https://solsearcher.dataprose.com/resource/SSEPDFExtr actor.dll?92B526030EA0EDD0359BB25FF28252B46FA7880B8E5D06BFB1BD7B3FE3BB69902BD5D4B3B4A4 1337A95F7DF13EDA326E3AEF7FFDA6D7BC42BA92B52624F2246479E03E0AC63FB9D45579FFCCF6DCB18E 61B0241B9D4DF6F4C938B92F553230A2B200E7202ACA378D32543FD35A385FC6E6C7CAC9F86697E6EFED7 BEAD6AB2029D319DCEAB5A298763EDE876BFB59DF67B97DFD091A5262674F</Url>



GETURL METHOD

SAMPLE INPUT BY CLIENT:

Get a pdb URL by accountID, month and year.

INPUT PARAMETERS EXPLAINED:

string Username and string Password: Credentials that will be provided to the client by DataProse. A message, "Invalid Credentials. Please try again or call your Account Manager for assistance" will be returned to the client if authentication is not successful.

string contactID: accountID

string month: month of the pdf file

string year: year of the pdf file

SAMPLE OUTPUT TO CLIENT:

URL of the pdf file

<?xml version="1.0" encoding="utf-8" ?>

<string

xmlns="http://www.Dataprose.com/webservices">https://solsearcher.dataprose.com/resource/SSEPDFExtrac tor.dll?3D768BF8AC3E13713780B6730D389B16BC5C0BA5C23CBE692F7543742EE305513E7C065E7A0CB1F 475D5EE4B4EE7315FF6E721426018DF04073D768BDF29C17977AF5FB868E25BBE08E72859830A6A0E48D1 A882B6B0C1CF6F621451F3FA27C9029F425ED50833B46EE24DD16575C65D77684984ACF858FBEBB1E003E D4C9BFF5063BE5FEB8A62869BB2A7746917321A219300C488B06206C494761AF1</string>



GETURL DAY METHOD

SAMPLE INPUT BY CLIENT:

Get a pdb URL by accountID, month, day and year.

INPUT PARAMETERS EXPLAINED:

string Username and string Password: Credentials that will be provided to the client by DataProse. A message, "Invalid Credentials. Please try again or call your Account Manager for assistance" will be returned to the client if authentication is not successful.

string contactID: accountID

- string month: month of the pdf file
- string day: day of the pdf file
- string year: year of the pdf file

SAMPLE OUTPUT TO CLIENT:

URL of the pdf file

<?xml version="1.0" encoding="utf-8" ?>

<string

xmlns="http://www.Dataprose.com/webservices">https://solsearcher.dataprose.com/resource/SSEPDFExtrac tor.dll?3D768BF8AC3E13713780B6730D389B16BC5C0BA5C23CBE692F7543742EE305513E7C065E7A0CB1F 475D5EE4B4EE7315FF6E721426018DF04073D768BDF29C17977AF5FB868E25BBE08E72859830A6A0E48D1 A882B6B0C1CF6F621451F3FA27C9029F425ED50833B46EE24DD16575C65D77684984ACF858FBEBB1E003E D4C9BFF5063BE5FEB8A62869BB2A7746917321A219300C488B06206C494761AF1</string> DataProse, LLC.

October 29, 2021

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.

VES NO

DataProse LLC agrees to extend this pricing to qualified entities and at the discretion of the vendor.

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

\$0.09	50,000 – 100,000 (proposed City of Plano pricing)
\$0.10	30,000 - 49,999 statements/mo.
\$0.11	20,000 - 29,999 statements/mo.
NA	20,000< statements/mo.

Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this 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 contained in the specifications of the proposal.

The following information should be filled out in its entirety for your response to be considered.

Company Name:	DataProse, L	LLC.	
Address of Principal Place	of Business:	1122 W. Bethel Road, Suite 100	
		Coppell, TX 75019	
Phone/Fax of Principal Plac	e of Business:	972-462-5400 / 972-462-5428	
Address, Phone and Fax of Owner Principal Place of B		Same as above.	
		Ph. 972-462-5477	
E-mail Address of Represer	ntative: <u>bmurr</u>	ray@dataprose.com	
Authorized Representative: Signature:	William	K. Murray	
Title:	CEO	<i>v</i>	
Date:	October 15, 2	2021	
Printed Name:	972-462-5477	7	
Acknowledgement of Adde	nda: #1 <u>X</u>	#2 #3 #4 #	5

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.

Listed on the following pages are the types and amounts of insurance required.

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.
- 5. The City of Plano, the City Council and its members, the City's agents, officers, directors, and employees shall be included as an additional insured under all insurance coverage required.

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 following in the Certificate Holder Section:

The City of Plano Risk Management Division 1520 K Avenue, Suite 117 Plano, Texas, 75074

Coverage	Requirement	Details	Importance
General Liability	Limit per Occurrence	1,000,000	Major
	Aggregate Limit	1,000,000	Major
	Personal & Advertising Injury Limit	1,000,000	Major
	Products & Completed Operations Limit	2,000,000	Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	AM Best Rating	A++ (Superior)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.	-	Major

Checklist Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2021

I

_	ACC#. 2032000 10/01/2021									
CE	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. MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If									
SU	PORTANT: If the certificate holder is IBROGATION IS WAIVED, subject to rtificate does not confer rights to the	the	term	s and conditions of the p	policy, c	ertain polic		•		
	UCER	Cen	unica		CONTAC					
	kton Companies, LLC				PHONE	000.020	0205	FAX		
365	7 Briarpark Dr., Suite 700		(A/C, No, E-MAIL	Ext) 888-828	-8365	(A/C, No)				
Houston, TX 77042						S				
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURE	RA Indemnity	/ Insurance Co	of North America		43575
INSU	RED APPOSE LLC				INSURE	RB				
	APROSE LLC 2 W BETHEL RD STE 100				INSURE	36				
COF	PELL, TX 75019-4408				INSURE	2.0				
					INSURE					
					INSURE					
CO	ERAGES CER	TIFI	САТЕ	E NUMBER:	INSORE			REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES					ISSUED TO			HF POI	ICY PERIOD
IN CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	reme Tain, Cies.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of any Ed by 1	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS	Document with Respect D Herein is subject to	ст то	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	s	
								PERSONAL & ADV NJURY	\$	
	GEN'L AGGREGATE LIMIT APPL ES PER:							GENERAL AGGREGATE	\$	
								PRODUCTS - COMP/OP AGG	\$ \$	
	OTHER: AUTOMOBILE LIABILITY							COMB NED S NGLE LIMIT		
								(Ea accident)		
	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per person) \$		
	AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	H RED AUTOS AUTOS							(Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
Δ	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	x			10/01/2021	10/01/2022	E L. EACH ACC DENT	\$ 1,00	0,000
	(Mandatory in NH)							E L. DISEASE - EA EMPLOYEE	\$ 1,00	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E L. DISEASE - POLICY LIMIT	\$ 1,00	0,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICI	LES (/	ACORE	D 101, Additional Remarks Schedu	ile, may be	e attached if mor	e space is requi	red)		
	/ER OF SUBROGATION IN FAVOR OF CERTFICIA						-			
CERTIFICATE HOLDER						CANCELLATION				
						THE E	XPIRATION D	ABOVE DESCRIBED POLICIES I ATE THEREOF, NOTICE In the Policy provisions.		
	PLANO, CITY OF VERNIE RAMBO SENIOR BUYER 1520 K AVENUE, 3RD FLOOR, SU PLANO, TX 75074	ITE 3	70			AUTHO		NTATIVE		
	,							J.		
		_				© 19	88-2014 AC	ORD CORPORATION.	All rig	nts reserved.

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Insperity, Inc. L/C/F	
DATAPROSE LLC	Policy Number
19001 Crescent Springs Drive	Symbol: RWC
Kingwood, TX 77339	
Policy Period	Effective Date of Endorsement
10/01/2021 TO 10/01/2022	10/01/2021
Issued By (Name of Insurance Company)	
Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed on	y when this endorsement is issued subsequent to the preparation of the policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The

premium for this endorsement is shown in the Schedule.

Schedule

1. (X) Specific Waiver Name of person or organization: Plano, City of; Vernie Rambo Senior Buyer 1520 K Avenue, 3rd Floor, Suite 370

Plano, TX 75074

 Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:

The premium charge for this endorsement shall be <u>INCLUDED</u> percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Authorized Representative



DATAPRO02C

LMOORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2021

									12	/30/2021
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL	Y OR	NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDE	D BY TH	E POLICIES
lf	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights to	t to	the	terms and conditions of	the po	licy, certain p	olicies may			
	DUCER	the	certi	neate noider in neu or su						
	URICA TX Insurance Services, Inc.									
2400	0 N Glenville Dr, Ste B125 hardson, TX 75082				PHONE (A/C, No, Ext) FAX (A/C, No, Ext) FAX (A/C, No) FAX (A/C, No)					696-5539
	,				INSURER(S) AFFORDING COVERAGE					NAIC #
					INCLIDE			Ity Company		20443
INCL	JRED							nce Company		35289
1130	DataProse,LLC.						intai insura	nce company		33269
	1122 W. Bethel Rd.				INSURE					
	Suite 100				INSURE	RD				
	Coppell, TX 75019				INSURE	RE				
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CO	VERAGES CERT	FIFIC	CATE	NUMBER:				REVISION NUMBER		
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	XCLUSIONS AND CONDITIONS OF SUCH F			L MITS SHOWN MAY HAVE	BEEN F					
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Α								EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLA MS-MADE X OCCUR					1/1/2022	1/1/2023	PREMISES (Ea occurrence)	\$	40.000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV NJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPL ES PER:							GENERAL AGGREGATE	s	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AG	ig s	2,000,000
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•									\$	2,000,000
Α	X UMBRELLA LIAB X OCCUR					4/4/0000	4/4/0002	EACH OCCURRENCE	\$	
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	DED X RETENTION \$ 10,000								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH STATUTE ER	-	
		N / A						E L. EACH ACC DENT	\$	
	(Mandatory in NH)	N/A						E L. DISEASE - EA EMPLO	EE \$	
	If yes, describe under DESCR PTION OF OPERATIONS below							E L. DISEASE - POLICY L M		
В	CyberLiability					1/1/2022	1/1/2023	Limit		3,000,000
в	Professional Liab.					1/1/2022	1/1/2023	Limit		1,000,000
Certi with The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL CRIPTION OF OPERATIONS / LOCATIONS / VEHICL I a waiver of subrogation in their favor wi City of Plano, its commissioners, partne ten contract.	al ins hen i	sured requi	in accordance with the po red by written contract.	licy pro	ovision of the	General Liat	oility policy. The Certif		
05					CANC					
CEI	RTIFICATE HOLDER				CANC	ELLATION]
	City of Plano Risk Management Division 7501 A Independent Parkway				THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WIL Y PROVISIONS.		
	Plano, TX 75025				-					

ACORD 25 (2016/03)

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BLANKET ADDITIONAL INSURED AND

LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COMMON POLICY CONDITIONS

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	2. Definition of "written contract."						
<u>II.</u>	Liability Extension Coverages						
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	C. Estates, Legal Representatives and Spouses						
	D. Legal Liability – Damage to Premises						
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BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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- Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "productscompleted operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

- 1. Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract.":
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - **b.** Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:
 - a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "bodily injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or



- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended to add the following to the Condition entitled Other Insurance:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under Liability and Medical Expense Definitions, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:



- (1) The "bodily injury" or "property damage"; or
- (2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the Businessowners Liability Coverage Form. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under Liability and Medical Expenses Definitions, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



such property for any reason, including prevention of injury to a person or damage to another's property;

- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you:
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

 Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled Personal and Advertising injury:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

3. The first Paragraph under item 5. Damage To Premises Rented To You Limit of the section entitled Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

- 1. Under Liability and Medical Expenses Definitions, the definition of "personal and advertising injury" is amended to add the following:
 - **h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or



- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising injury is amended to add the following additional exclusions:
 - (15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- This provision (Personal and Advertising Injury Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.
- F. Personal and Advertising Injury Broadened Eviction

Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation - Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

C	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 have ADDITIONAL INSURED provisions or be endorsed.											
lf	SUB	ROGATION IS WAIVED , subject	to th	ne tei	rms and conditions of th	e polic	y, certain p	olicies may i				
	UCER	rtificate does not confer rights t	o the	cent	incate holder in neu of st	CONTA	(,				
		and Insurance				NAME: PHONE	017.2		FAX	337-7191		
	200 N Rufe Snow Dr., Suite 105						(A/C, No, Ext): 017-573-0011 (A/C, No): 017-573-7191					
200	200 N Rufe Show Dr., Suite 105						ADDRESS: CDIand@raimersagent.com					
Kel	ler				TX 76248	INSURER(S) AFFORDING COVERAGE NAIC INSURER A : The Hartford 2235						
INSU						INSURE						
		Dataprose LLC				INSURE						
		1122 W. Bethel Road, Ste 10	00			INSURE						
		Coppell, TX 75019				INSURE						
		972-462-5410				INSURE						
CO	/ER/	AGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:			
		TO CERTIFY THAT THE POLICIES										
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INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
		COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$			
		CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$			
									MED EXP (Any one person) \$			
									PERSONAL & ADV INJURY \$			
	GEN'	LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$			
		POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$			
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	~	ANY AUTO OWNED SCHEDULED	Y				10/00/0001	10/00/0000	BODILY INJURY (Per person) \$			
Α	\mathbf{v}	AUTOS ONLY HIRED AUTOS NON-OWNED	T				12/02/2021	12/02/2022	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$			
	^	AUTOS ONLY							(Per accident) \$			
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	(Mand	CER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE \$			
	If yes, DESC	describe under RIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$			
DESC	RIPTI	ON OF OPERATIONS / LOCATIONS / VEHICI	.ES (A	CORD	101, Additional Remarks Schedu	e, may b	e attached if mor	e space is require	ed)			
Cer	tificat	te Holder, it's elected officials, offic	ers. a	and e	mplovees are added as ad	ditional	insured as it	pertains to w	ork performed by the insured un	der contract.		
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		Senior Buyer							Y PROVISIONS.			
		City of Plano										
		1520 K Avenue, 3rd Floor, S	uite 3	70			RIZED REPRESE	NTATIVE				
		Plano, TX 75074				KEIT	H BLAND					

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