

Request for Proposal

Printing, Insertion, & Mailing of Monthly Utility Billing Statements
City of Delaware, Finance Department
Delaware, Ohio

SECTION A – General Conditions

1. **COMPLETE INFORMATION.** Proposers shall fill in all information requested. The Proposer shall take care in preparing the Proposal and be sure to sign the proposal. Failure to comply may result in rejection of the proposal at the City of Delaware's option.
2. **ASSIGNMENT.** The successful Proposer may not assign their rights and duties under this award without the written consent of the City of Delaware. Such consent shall not relieve the assignor of liability in event of default by their assignee.
3. **TERMS OF PAYMENTS.** All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of proposal. City review, inspection, and processing procedures ordinarily require 10 business days after receipt of invoice.
4. **COMPLIANCE.** The successful Proposer must comply with all City and State ordinances.
5. **EXCEPTIONS.** Any exceptions to the Request for Proposal shall be clearly stated and shall reference those sections concerned.
6. **DISCLAIMER.** This RFP does not commit The City of Delaware to any specific course of action. The City reserves the right; [1] to reject any or all proposals or, [2] to waive technicalities at its option when it is in the best interests of the City or, [3] to not purchase any goods and services resulting from this RFP. A low proposal will not be guaranteed the award of the contract.
7. **COMMUNICATION RESTRICTIONS.** To ensure a fair and objective evaluation of all proposals, prospective vendors are requested to submit any inquiries in writing to the contact noted in this RFP. Written inquiries (e-mail or mail) should be received no later than 5PM on February 11, 2011.
8. **RFP INQUIRIES.** Questions may be asked regarding the RFP and the City will use its best efforts to respond to all inquiries. All inquiries should be written and include the company name, address and contact name followed by the question(s). These questions can either be mailed to the City of Delaware, City Hall, 1 S. Sandusky Street, Delaware, OH 43015, Attention: Finance RFP Inquiry or emailed [preferred] to the City at financedepartment@delawareohio.net.
9. **DUE DATE.** Proposals are due no later than 10 am EST, February 18, 2011. Late responses shall not be considered. Submit responses to the City of Delaware, City Hall, 1 S. Sandusky Street, Delaware, OH 43015, Attention: Finance RFP.

SECTION B – Requirements for the Proposal

It is the intent of the City of Delaware to contract with a vendor for services to print, insert, and mail monthly City of Delaware utility bills. The term of the contract would be for 2 years with the option to renew for a 3rd year.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and type of utility statements, envelopes, and statement inserts printed and mailed. Your proposal should address the attached specifications providing any additional information deemed necessary to demonstrate your company's ability to perform the required effort. ***Alternate proposals will be accepted that do not meet the following requirements. Consideration of alternate proposals is at the sole discretion of the City. The City intends to consider all alternates that are able to demonstrate increased efficiency, reliability, and cost savings.***

City of Delaware shall require a sample of all invoices, envelopes, and inserts. Below is what the City is currently sending to its customers and what the vendor is providing.

1. STATEMENT

- 8.5 x 11, perforated white stock / tri-fold
- Paper stock with multi-color sections/artwork to be furnished by the vendor

2. ENVELOPES

- #10 double window outer envelope
- #9 window BRE envelope
- Envelopes shall be furnished by vendor
- Ability to provide special messaging on the outer envelope for each mailing cycle

3. STATEMENT INSERTS

- Ability to receive and manipulate and print electronic art files
- Print a two color [at least], double sided (600 x 600 dpi) insert (8.5 x 11)
- Artwork creation as needed
- Fold as required

4. MAILING SERVICES

- Statements to be delivered to the bulk mail facility the next business day when data is provided before noon
- Multiple statements to the same owner and mailing address shall be matched and hand-inserted in the appropriate size envelope, metered first-class separately, and delivered to the USPS at the same time as other bills are delivered.
- Must have capability to mail pieces in a way that will result in the lowest possible postage cost
- Serve as a resource expert for complex USPS postal regulations.

5. TECHNOLOGY

- Ability to accept upgrades to customer software.
- Ability to manipulate data, if requested by the City

- Vendor to provide a tool to enable client to easily and securely transmit data over the Internet
- Ability for the client to update their special messaging for each statement cycle
- Vendor shall have the capability to distinguish unique types of bills and use the appropriate color ink assigned to each type of bills:
 - o Regular bills;
 - o Past Due bills [less than 30 days];
 - o Delinquent Notices [greater than 30 days];
- Vendor shall have the ability to archive the data for viewing bills on-line or for use at a later time, if needed.

SECTION C – Schedule of Estimated Monthly Charges

Variation from the aforementioned specifications may be acceptable provided such differences are noted on the proposal and are deemed to be advantageous to the City.

Submit pricing on the basis of monthly volume of 13,000 statements being sent out once per month. The City's current Utility Billing software vendor is Creative Microsystems, Inc., 52 Hillside Court Englewood, Ohio 45322. The City runs CMI's **Utility Billing Client/Server Version 9.0.14** software and has the **ability to create a text or comma-delimited file with all data elements necessary for utility bill printing by a third party vendor**. Any cost charged by the vendor related to transmitting or converting electronic data should be clearly noted in the proposal. Any questions related to CMI's software or the City's data transfer capabilities should be directed to:

Charles Ash, Chief Information Officer, City of Delaware
740-203-1275, cash@delawareohio.net

Pricing should account for a single sided laser printed statement on perforated stock for a **monthly volume of 13,000**. Also include a #10 double window mailing envelope and #9 single window return envelope. Price will also include processing, folding, insertion, bar-coding [envelopes], metering and delivery to USPS. Lastly, please provide pricing for envelope imaging and [at least] two color statement printing.

<u>SERVICE/PRODUCT</u>	<u>UNIT PRICE</u>	<u>MONTHLY PRICE</u>
Materials:		
Custom Statement	_____	_____
Standard Double Window #10 Envelope	_____	_____
Standard Window #9 Business Reply Envelope	_____	_____
Service:		
Printing, Folding, Inserting, Mailing	_____	_____
Postage [presort rate]		_____
Minimum Monthly Cycle Charge [if any]		_____

Add-on/Options Pricing

<u>SERVICE/PRODUCT</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>MONTHLY PRICE</u>
Envelope Imaging			
2 Color statement printing			
One-time Programming/Setup Charge			

Inserts

Client Supplied Insert(s)	each		
Print 8.5 x 11, fold & insert	each		

Other Vendor Services/Costs and Additional Programming Costs

SECTION D – Company Information

The Proposer will supplement the proposal by supplying the following information for use in the preparation of a contract.

NAME OF COMPANY/CORPORATION: _____

NAME OF PRESIDENT: _____

CORPORATION IS ORGANIZED UNDER LAWS OF: _____

CORPORATION ADDRESS: _____

CORPORATION PHONE NUMBER: _____

FEDERAL TAX I.D. #: _____

EXECUTION OF PROPOSAL

THIS PROPOSAL SUBMITTED BY:

(Name of Proposer)

BY:

(Signature of Proposer or Authorized Representative)

DATE:

SECTION E – Other Required Forms

1. Cover Page for Proposal Document
2. References
3. Delinquent Property Taxes Affidavit
4. Non-Collusion Affidavit of Prime Proposer
5. Campaign Contributions Affidavit
6. Civil Rights Compliance
7. Non-Terrorist Certification [separate file]

APPENDIX – SAMPLE SERVICE AGREEMENT

Cover Page for Proposal Document

The Proposer, _____, having carefully inspected the instructions to proposers as provided in the City of Delaware's Request for Proposals for Printing, Inserting and Mailing Services [RFP 02-11 FN], does hereby provide to the City of Delaware, Delaware, Ohio the following proposal to provide said service for the City of Delaware at an amount not to exceed the price as indicated and in accordance with the instructions as contained in the City of Delaware's Request for Proposals for Printing, Inserting, and Mailing Services.

The following documents are included with this proposal:

- I. The proposal from Section C.
- II. Company information interested in the proposal in Section D.
- III. Properly executed and complete set of Forms as identified in Section E.

Name _____

Company _____

Signature _____

Date _____

References

List three (3) companies or governmental agencies (preferably municipalities) where you are providing the same/like products or services. Please include complete samples with your response.

Company Name			
Contact Person		Title	
Address	City	State	Zip
Phone #		Fax #	
Company Name			
Contact Person		Title	
Address	City	State	Zip
Phone #		Fax #	
Company Name			
Contact Person		Title	
Address	City	State	Zip
Phone #		Fax #	

Please list two (2) companies or governmental agencies that terminated services with your company during the past two years:

Company Name			
Contact Person		Title	
Address	City	State	Zip
Phone #		Fax #	
Company Name			
Contact Person		Title	
Address	City	State	Zip
Phone #		Fax #	

Delinquent Property Taxes Affidavit

AFFIDAVIT IN COMPLIANCE WITH SECTION 5719.042
OF THE OHIO REVISED CODE

STATE OF OHIO _____)

) SS:

COUNTY OF _____)

(Name of Firm) personally appeared before me the undersigned, a proposer for a **Printing, Insertion, & Mailing of Monthly Utility Billing Statements** contract to be let by the City of Delaware, Ohio who, being duly cautioned and sworn makes the following statement with respect to the personal property taxes on the general tax list of personal property of City of Delaware, Delaware County, Ohio:

- I. That the undersigned at the time of making this proposal on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of the City of Delaware, Delaware County.
- II. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.

Signature

Title

Subscribed and sworn before me this ____ day of _____, 2011

Notary Public

My commission expires _____

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF OHIO _____)

) SS:

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1) He/She is (owner, partner, officer, representative, agent) of (vendor name) the Proposer that has submitted and attached a proposal for **Printing, Insertion, & Mailing of Monthly Utility Billing Statements**.

2) He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3) Such proposal is genuine and is not a collusive or sham proposal.

4) Neither the said Proposer nor any of its officers, partners, owners, agents representatives, employees or parties of interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with Contract for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or any other Proposer or to fix any overhead, profit, or cost element of the proposal price or proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City Council of the City of Delaware, Delaware County, Ohio or any person interested in the proposed Contract.

5) The price or prices quoted in the attached proposal are fair and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

Signature

Title

Subscribed and sworn before me this ____ day of _____, 2011

Notary Public

My commission expires _____

Campaign Contributions Affidavit

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF OHIO REVISED CODE

STATE OF OHIO _____)

) SS:

COUNTY OF _____)

(Name of Firm) personally appeared before me the undersigned, a proposer for a **Printing, Insertion, & Mailing of Monthly Utility Billing Statements** contract to be let by the City of Delaware, Delaware, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest under Section 3517.13 O.R.C.

1. That no person or persons, whom are owners of at least twenty percent of the above named business or corporation nor any spouse of such person, has made, as an individual, within the two previous calendar years, one or more contributions totals in excess of one thousand dollars to a candidate for or the holder of a public office having ultimate responsibility for the award of this contract, or to his/her campaign committee, nor have they aggregately given contributions totaling more than one thousand dollars.
2. That no person or persons employed by the above named firm, nor are their spouses in violation of any provision of Ohio Revised Code Section 3517.13.

Signature

Title

Subscribed and sworn before me this ____ day of _____, 2011

Notary Public

My commission expires _____

Civil Rights Compliance

Proposer agrees that in the performance of the agreement to provide professional services for the City of Delaware, there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Name of Company

Signature of Representative of Proposer

Date

Appendix: Sample Service Agreement

This Agreement is entered into as of this 1st day of MMMM, YYYY by and between VENDOR located at ADDRESS and the City of Delaware ("Customer").

- 1. Billing Services.** Customer agrees to purchase from Vendor, and Vendor agrees to sell and provide to Customer, the following services and related billing supplies (collectively the "Billing Services").
 - a. Forms Services: Vendor will secure for Customer's benefit offset printing services for forms and envelopes (such services hereinafter referred to as "Forms Services") to be used for the Billing Services; and
 - b. Printing & Mailing Services: Vendor will: (i) prepare laser printed, two-sided statements and letters (front; preprinted in multi-colored process print, back preprinted one color) ("Statements") from customer billing information received electronically from Customer ("Data"); (ii) presort the statements based upon USPS regulations; (iii) fold and insert Statements and payment envelopes into mailing envelopes obtained through Vendor as part of the Forms Services; (iv) presort envelopes; (v) mail Statements at USPS on Customer's behalf within a 24 to 48 hour period of times from receipt of Data; (vi) track each Statement and related documents through the production process; (vii) provide storage space for Customer's inventory of envelopes and related supplies; (viii) confirmation reports, bad address reports and NCOA reports are standard reports to be received by the Customer when a file is processed and mailed (all of the foregoing in this Section 1(b) are sometimes hereinafter referred to as "Printing and Mailing Services").
- 2. Service Fees.**
 - a. Setup Fees: The fee for initial job setup including form design, programming, and proof presentation leading to job approval shall be \$_____. The setup fee may be adjusted from the quoted amount based on factors that cause significant additional design and programming development beyond the scope of the quoted project. This includes major changes to form design and programming or the addition of jobs not quoted as part of the initial project.
 - b. Forms Services: The fee for Forms Services shall be in the amount of \$___ per single page Statement mailed that includes forms, mailing envelopes, and payment envelopes. Statement stock is billed when printed while envelopes are billed as used. The exact breakdown for Forms Service is: \$___ for Statement stock, \$___ for standard mailing envelopes, and \$___ for standard payment envelopes. Pricing may be adjusted with sixty (60) days written notice.
 - c. Printing and Mailing Services: The fee for all Printing and Mailing Services, exclusive of postage costs, shall be at a rate of \$___ per single, two-sided page produced (front laser printed, back preprinted). Pricing may be adjusted with sixty (60) days written notice.
 - d. NCOA Service: Vendor agrees to provide Customer with its NCOA service at a rate of \$ ___ per address change.
 - e. Postage: Customer shall pay all postage costs incurred in connection with the Processing Services.
 - f. Program Changes: All minor programming changes are at no charge for a period of thirty (30) days following the live start date. After said thirty (30) days, minor changes requiring less than thirty (30) minutes of programming time are at no charge. Changes requiring more than thirty (30) minutes of programming time will be billed at a rate of \$___ per hour.
- 3. Term.** This Agreement shall remain in effect for a period of two (2) years from the date hereof ("Term"). This Agreement can be terminated by either party for any reason by giving sixty (60) days advance written notice to the other of its intent to terminate.

In the event of termination, all remaining forms inventory which has been prepaid prior to termination shall be the property of Customer. In the event Customer requires Vendor to ship inventory to a different location, shipping fees will be charged to Customer at cost. In the event Customer wants Vendor to destroy remaining inventory, this will be done at \$___ cost.

- 4. Confidentiality.** Vendor acknowledges that certain information made available to it by Customer, including, without limitation, client information and billings, financial statements, tax records, membership lists, and service information, is confidential and proprietary to Customer [the "Confidential Information"]. Vendor shall keep the Confidential Information secret and confidential and shall not disclose, reveal, or provide the same to any person except as required by law, except those persons employed by Vendor or on its behalf who are involved in providing the Billing Services, and shall cause those persons to observe the terms of this Agreement, and shall not use the Confidential Information for any purpose, directly or indirectly, other than in connection with the Billing Services. Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or its affiliates, officers, directors, employees, or representatives, (b) was available to Customer on a nonconfidential basis prior to disclosure by Vendor, or (c) becomes available to Vendor on a nonconfidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.
- 5. HIPAA Compliance.** Vendor acknowledges that Customer may be bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. If applicable, failure by Vendor to comply with the provisions of the HIPAA Business Associate Written Assurances attached hereto, shall result in immediate and automatic termination of the Agreement without penalty or cost to Customer.
- 6. INDEMNIFICATION/LIMITATION ON LIABILITY. CUSTOMER SHALL INDEMNIFY AND HOLD VENDOR HARMLESS FROM AND AGAINST ANY LOSS, EXPENSE, DAMAGE, OR INJURY SUFFERED OR SUSTAINED BY IT BY REASON OF ANY ACT OR OMMISION, OR ALLEGED ACT OR OMISSION, ARISING OUT OF OR RELATED TO VENDOR'S PERFORMANCE UNDER THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY JUDGMENT, SETTLEMENT, REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY ACTUAL OR THREATENED CLAIM, ACTION, OR PROCEEDING, UNLESS ANY LOSS, EXPENSE, DAMAGE, OR INJURY ARISES OUT OF VENDOR'S MISCONDUCT OR AS A RESULT OF VENDOR'S NEGLIGENCE.**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, VENDOR MAKES NO WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. VENDOR SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. VENDOR'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER SHALL NOT EXCEED THE COSTS PAID BY CUSTOMER TO PURCHASE THE BILLING SERVICES WHICH WERE NOT PROVIDED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SOME STATES/COUNTRIES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

- 7. Representations and Warranties.** The signatories hereto hereby represent and warrant that they have full authority to enter into this Agreement on behalf of their respective entities.
- 8. Independent Contractors.** In performing their obligations under this Agreement, the parties are acting as independent contractors. Nothing in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.
- 9. Binding Effect; Assignment.** This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no party may assign or in any way voluntarily transfer this Agreement, or any right, remedy, obligation, or liability hereunder without the prior written consent of the other party.
- 10. Entire Agreement; Modification.** This Agreement sets forth the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior agreements, oral or written. This Agreement may be amended or modified only by a writing signed by the parties.
- 11. No Third Party Rights.** The parties do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.
- 12. Notices.** All notices provided for in this Agreement shall be in writing, addressed to the parties at their address set forth above or at such other address as one party may provide in writing to the other party.
- 13. Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Agreement shall be brought in Delaware County, State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VENDOR:

By: _____

Signature: _____

CUSTOMER:

City of Delaware

By: _____

Signature: _____