

**TERM & SUPPLY CONTRACT FOR  
PRINT AND MAIL SERVICES**  
Between  
**MATRIX IMAGING SOLUTIONS, LLC**  
**dba DATAPROSE, LLC**  
And  
**CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT (hereinafter “Agreement”) is by and between the **City of Columbia, Missouri** (hereinafter “City”), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201, and **Matrix Imaging Solutions, LLC doing business as DataProse, LLC** (hereafter “Contractor”), a limited liability company with the authority to transact business within the State of Missouri, whose address is 1122 W. Bethel Road, Suite 100, Coppell, TX, 75019, and is entered into on the date of the last signatory below (hereinafter “Effective Date”). City and Contractor are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, City has need for a contractor to print and mail documents for City; and

WHEREAS, Contractor has provided such services to City under a post-bid agreement since 2020; and

WHEREAS, City and Contractor have established efficient and effective processes and systems facilitating Contractor’s provision of services to City and City’s provision of services to its customers; and

WHEREAS, City’s current agreement with Contractor will expire in February 2025; and

WHEREAS, a cessation of services from Contractor to City would result in significant disruption to City’s processes and services; and

WHEREAS, City desires to continue to receive services from Contractor, and Contractor desires to continue providing services to City; and

WHEREAS, Contractor has submitted a new Contractor Services and Pricing Guide as set forth in **Exhibit B**, attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

- a. “Contractor Services and Pricing Guide” shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit B**, attached hereto and made part of this Agreement.
- b. “Services” shall mean printing and mailing documents for the City, the details of which are more fully described in the City’s prior agreement with the Contractor entitled Term & Supply Contract For Utility Bill Print And Mail Services Between DataProse, LLC And City Of Columbia, Missouri, with and effective date of February 12, 2020, including

exhibits, attachments, and amendments (hereinafter “Prior Agreement”), attached hereto and incorporated herein as **Exhibit A**. Services shall also mean any printing and/or mailing services authorized by City pursuant to the pricing set forth in **Exhibit B**.

## 2. CONTRACTOR RESPONSIBILITIES

- a. **Provision of Services.** Contractor agrees to perform the Services only after receiving an authorized purchase order from City in writing and to perform the Services in a good and workmanlike manner.
- b. **Pricing.** The prices for Services will be set by the Contractor Services and Pricing Guide. For the initial year of this Agreement, both Parties agree the price will be fixed at the amount provided in Contractor’s Services and Pricing Guide, attached hereto as **Exhibit B**. After the first year, Contractor reserves the right to update the Contractor Services and Pricing Guide prior to the renewal of each term. Contractor shall submit a new proposed pricing guide for the next term at least sixty (60) days before the term begins to provide City an opportunity to review the proposed pricing before the term begins. If Contractor does not submit a new proposed pricing, then the pricing of the previous term will control. An increase or decrease in Contractor’s cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor’s profit. All written requests for price increase shall include backup documentation as to the nature of the increase and shall be submitted to City at least thirty (30) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Any increase in price is capped at fifteen percent (15%).
- c. **Billing.** Contractor will invoice City in writing on a monthly basis based on the Services that have been rendered and at prices consistent with the Contractor Services and Pricing Guide in effect at the time of City’s authorizing purchase order.
- d. **Workmanship & Warranty.**
  - i. *Workmanship.* Contractor shall exercise reasonable skill, care and diligence in performance of its Services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at the time of performance. If Contractor fails to meet the foregoing standards, then Contractor shall perform, at its own cost and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Contractor’s failure to comply with this standard.
  - ii. *Warranty on Materials.* All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. Contractor shall be responsible for a period of one (1) year from and after the date of work completion for any repairs or replacements cause by defective materials or equipment which, in the judgement of City, shall become necessary. Contractor shall, with due diligence, make the aforesaid repairs and replacements within ten (10) calendar days after receiving written notice that such repairs or replacements are necessary.
  - iii. *Failure to Make Repairs or Replacements.* If Contractor neglects or fails to make timely repairs as provided for in this Agreement, or in the case of an

emergency where, in the discretion of City, delay would cause serious hazard, loss or damage, then it may make such repairs and replacements and all costs shall be charged to Contractor.

- e. **Authority to transact business within the State of Missouri.** Contractor shall maintain authority to transact business within the State of Missouri.

### 3. CITY RESPONSIBILITIES

- a. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.
- b. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor within twenty (20) days of receipt of the invoice. Within this written notice, City shall prove the reasoning for City's disapproval. Contractor shall either (a) respond to City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, the Parties may mutually reach an agreement as to an acceptable alternative.
- c. **Not to Exceed Amount.** It is expressly understood by both Parties that subject to City appropriation of funds for these purposes in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by City for that Purpose. Contractor agrees to keep track of the amount of hours billable under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded to determine whether City wishes to increase the amount of the purchase order.

### 4. TERM AND TERMINATION

- a. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for up to four (4) successive one (1) year terms, unless one Party provides written notice to the other Party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of the Agreement.
- b. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

- c. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice. After receipt of a termination letter, Contractor shall: stop work on the contract on the date and to the extent specified in the letter; place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated; and complete on schedule such part of the work as will not be terminated by the letter.

## 5. MISCELLANEOUS

- a. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- b. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- c. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Bonne County, Missouri, or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- d. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.
- e. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.

- f. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:  
City of Columbia, MO  
Finance Department  
Attn: Purchasing Agent  
P.O. Box 6015  
Columbia, MO 65205-6015

IF TO CONTRACTOR:  
Matrix Imaging Solutions, LLC  
dba DataProse, LLC  
1122 W. Bethel Road, Suite 100  
Coppell, TX 75019

With a copy to:  
City of Columbia, MO  
Community Relations Department  
Attn: Utility Billing  
P.O. Box 6015  
Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- g. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- h. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- i. **Sunshine Law and Confidentiality.** City is subject to the Missouri Sunshine Law as set forth in Chapter 610, RSMo. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Contractor shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Contractor shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services.
- j. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A Prior Agreement, dated February 12, 2020
- B Contractor Services and Pricing Guide as of the Effective Date of this Agreement

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control.

- k. **Electronic Signature.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- l. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein, to the extent they are not incorporated herein, are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager *DAS*  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor / ek

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account number \$95,000: 07010923-504990; \$160,000 :17410923-504990; \$60,000: 55506310-504990; \$60,000 :55706510-504990; \$4,000: 55806610-504990, and that there is an unencumbered balance to the credit of such appropriation to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, Director of Finance

**CONTRACTOR  
MATRIX IMAGING SOLUTIONS, LLC  
dba DATAPROSE, LLC**

By: *Brian Snyder*  
Brian Snyder (Dec 3, 2024 09:52 EST)

Printed name: Brian Snyder

Title: CSO

Date: Dec 3, 2024

Attest:

By: *Gabrielle Jefferson*  
Gabrielle Jefferson (Dec 3, 2024 11:10 CST)

Title: Office Manager










# Columbia\_DataProse LLC contract for print and mail services 2024

Final Audit Report

2024-12-03

Created:	2024-12-03
By:	Gabrielle Jefferson (gjefferson@matriximaging.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMeBySNAHM__fVnRPV3k2VcRv2sJGWwc

## "Columbia\_DataProse LLC contract for print and mail services 2024" History

-  Document created by Gabrielle Jefferson (gjefferson@matriximaging.com)  
2024-12-03 - 2:32:26 PM GMT
-  Document emailed to bsnyder@matriximaging.com for signature  
2024-12-03 - 2:33:11 PM GMT
-  Email viewed by bsnyder@matriximaging.com  
2024-12-03 - 2:52:14 PM GMT
-  Signer bsnyder@matriximaging.com entered name at signing as Brian Snyder  
2024-12-03 - 2:52:51 PM GMT
-  Document e-signed by Brian Snyder (bsnyder@matriximaging.com)  
Signature Date: 2024-12-03 - 2:52:53 PM GMT - Time Source: server
-  Document signing automatically delegated to cnelson@dataprose.com by Gabrielle Jefferson (gjefferson@matriximaging.com)  
2024-12-03 - 2:52:54 PM GMT
-  Document emailed to cnelson@dataprose.com for signature  
2024-12-03 - 2:52:54 PM GMT
-  Document emailed to Gabrielle Jefferson (gjefferson@matriximaging.com) for signature  
2024-12-03 - 2:52:55 PM GMT
-  Document e-signed by Gabrielle Jefferson (gjefferson@matriximaging.com)  
Signature Date: 2024-12-03 - 5:10:29 PM GMT - Time Source: server



✔ Agreement completed.

2024-12-03 - 5:10:29 PM GMT



**CITY OF COLUMBIA  
CONTRACT DOCUMENTS**

**95/2019**

**PRINTING AND MAILING SERVICES**

**FINANCE/PURCHASING DIVISION  
CALE TURNER, CPPB  
PURCHASING AGENT  
701 E. BROADWAY  
5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201**

**SOPHIE HEIDENREICH  
SENIOR PROCUREMENT OFFICER  
(573) 874-7687**

**TERM & SUPPLY CONTRACT FOR  
UTILITY BILL PRINT AND MAIL SERVICES  
Between  
DataProse, LLC  
And  
CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and **DataProse, LLC** (hereinafter "Contractor"), a limited liability company with the authority to transact business within the State of Missouri and whose address is 1122 W. Bethel Rd, Suite 100, Coppell, TX 75019 and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for a contractor to print and mail utility related documents for the City;

WHEREAS, Contractor submitted a proposal and pricing response to meet City's needs for such services; and

WHEREAS, City wishes to purchase, and Contractor wishes to print and mail utility related documents for the City on a term and supply basis pursuant to the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean printing and mailing utility related documents for the City a, the details of which are more fully described in the City's Request for Proposal, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response, attached hereto as **Exhibit B** and made a part of this Agreement.

2. CONTRACTOR RESPONSIBILITIES

- 2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing and to perform the Services in a good and workmanlike manner.
- 2.2. **Pricing.** The prices for Services will be set by the Contractor Pricing Guide. For the initial year of this Agreement, both Parties agree the price will be fixed at the amount provided in Contractor's Response, attached hereto as **Exhibit C**. After the first year, Contractor reserves the right to update the Contractor Pricing Guide prior to the renewal of each term. Contractor shall submit a new proposed pricing guide for the next term at least sixty (60) days before the term begins to provide City an opportunity to review the proposed pricing before the term begins. If Contractor does not submit a new proposed pricing, then the pricing of the previous term will control.
- 2.3. **Billing.** Contractor will invoice the City in writing on a monthly basis based on the Services that have been rendered and at prices consistent with the Contractor Pricing Guide in effect at the time of the City's authorizing purchase order.
- 2.4. **Workmanship & Warranty.**
- (a) *Workmanship.* Contractor shall exercise reasonable skill, care and diligence in performance of its Services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at the time of performance. If Contractor fails to meet the foregoing standards, then Contractor shall perform, at its own cost and without reimbursement from the City, the professional services necessary to correct errors and omissions which are caused by Contractor's failure to comply with this standard.
- (b) *Warranty on Materials.* All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. Contractor shall be responsible for a period of one (1) year from and after the date of work completion for any repairs or replacements caused by defective materials or equipment which, in the judgment of the City, shall become necessary. Contractor shall, with due diligence, make the aforesaid repairs and replacements within ten (10) calendar days after receiving written notice that such repairs or replacements are necessary.
- (c) *Failure to Make Repairs or Replacements.* If Contractor neglects or fails to make timely repairs as provided for in this Agreement, or in the case of an emergency where, in the discretion of City, delay would cause serious hazard, loss or damage, then City may make such repairs and replacements and all costs shall be charged to Contractor.

3. CITY RESPONSIBILITIES

- 3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.
- 3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.
- 3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that subject to City appropriation of funds for these purposes in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track of the amount of hours billable under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded to determine whether City wishes to increase the amount of the purchase order.

4. TERM AND TERMINATION

- 4.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to

perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

- 4.3. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice. After receipt of a termination letter the Respondent will: Stop work on the Contract, on the date, and to the extent specified in the letter; Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated; Complete on schedule such part of the work as will not be terminated by termination letter.

5. MISCELLANEOUS

- 5.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 5.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 5.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

- 5.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.
- 5.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 5.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO  
Finance Department  
ATTN: Purchasing Agent  
P.O. Box 6015  
Columbia, MO 65205 – 6015

IF TO CONTRACTOR:

DataProse, LLC  
ATTN: Tim Zombik  
1122 W. Bethel Rd., Suite 100  
Coppell, TX 75019

With a Copy To:

City of Columbia, MO  
Community Relations Department  
ATTN: Utility Billing  
P.O. Box 6015  
Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 5.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 5.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 5.9. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's Request for Proposal
- B Contractor's Response
- C Contractor Pricing Guide

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.


- 5.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**



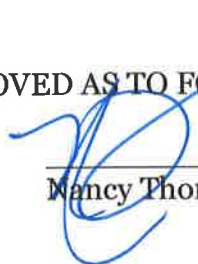
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY:   
Cale Turner, Purchasing Agent

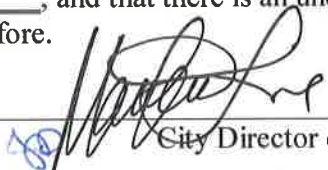
DATE: 2-12-2020

APPROVED AS TO FORM:

By:   
Nancy Thompson, City Counselor/jc

**CERTIFICATION:**

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. 67601070-504990, and that there is an unencumbered balance to the credit of such appropriation to pay therefor.

  
City Director of Finance

CONTRACTOR: DataProse, LLC

BY: Michael Kerber

PRINTED NAME: Michael Kerber

TITLE: CFO

DATE: 2/5/2020

ATTEST:

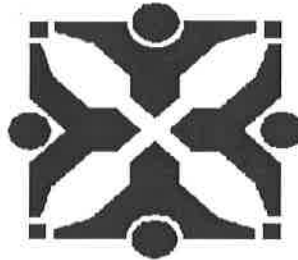
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

**CITY'S REQUEST FOR PROPOSAL**

REQUEST FOR PROPOSAL  
PRINTING AND MAILING SERVICES  
FOR THE  
CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION  
CALE TURNER, CPPB  
PURCHASING AGENT  
701 EAST BROADWAY  
COLUMBIA, MO 65201  
(573) 874-7687

STEPHANIE BROWN  
ASST. DIRECTOR OF  
COMMUNITY RELATIONS

JANET FRAZIER  
INTERIM FINANCE DIRECTOR

SOPHIE HEIDENREICH  
SENIOR PROCUREMENT OFFICER  
FINANCE DEPARTMENT

Request For Proposal No. 95/2019  
Closing Date: 5:00 p.m., CST, Friday, June 28th, 2019

Attachments/Exhibits

Exhibit A	W-9 Form
Exhibit B	Pricing Page
Attachment 1	Sample Agreement

## 1. INTRODUCTION

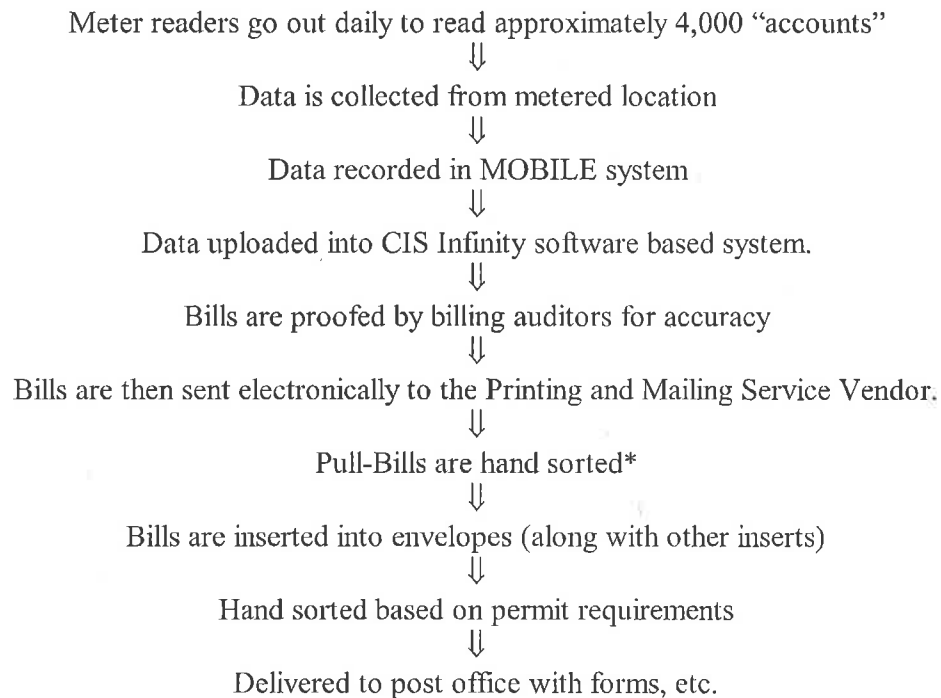
### 1.1 PURPOSE

The City of Columbia is seeking proposals from qualified firms having demonstrated experience in outsourced printing and mailing of utility bills.

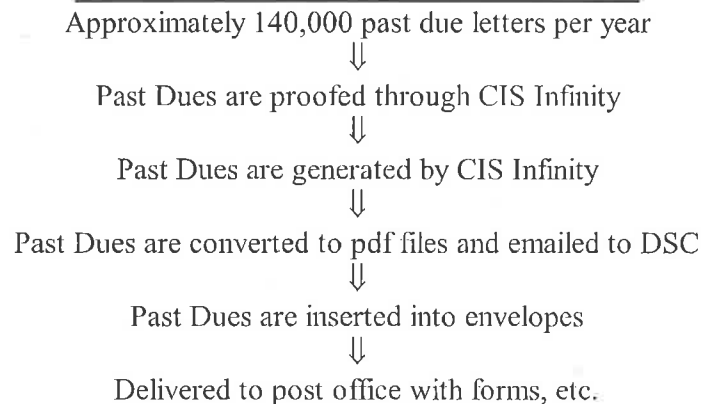
### 1.2 BACKGROUND

The City of Columbia has approximately 64,000 accounts with a percentage of customers participating in paperless billing. Below is an outline of the City's process.

#### DAILY BILL PRINTING PROCESS



#### DAILY PAST DUE PRINTING PROCESS



\*Contractor must provide the capability to selectively pull bills prior to mailing when necessary.

### 1.3 OBJECTIVE

The City intends to award a one (1) year agreement with an option for renewal each year up to a maximum of five (5) years.

## 2. GENERAL REQUIREMENTS

### 2.1 SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
June 14 <sup>th</sup> , 2019	Close of written <i>Requests for Additional Information</i>
June 17 <sup>th</sup> , 2019	Written responses to <i>Requests for Additional Information</i> sent to all
June 28 <sup>th</sup> , 2019	Request for Proposal is due by 5:00 p.m. CST
August 1st, 2019	Contract Start Date
The above dates are target dates and may change.	

### 2.2 DUE DATE FOR PROPOSALS

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 East Broadway, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 95/2019 Printing and Mailing Services".

### 2.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Sophie Heidenreich, Senior Procurement Officer

Phone: (573) 874-7687

E-mail: Sophie.Heidenreich@Como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on June 14th, 2019.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

## **2.4 VALIDITY OF PROPOSALS**

Respondents agree that proposals will remain firm for a period of one hundred twenty (120) calendar days after the date specified for the return of proposals.

## **2.5 REJECTION OF PROPOSALS**

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

## **2.6 WITHDRAWAL OF PROPOSALS**

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of one hundred twenty days after the scheduled closing time for the receipt of proposals.

## **2.7 ALTERATION OF SOLICITATION**

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

## **2.8 RESPONSE MATERIAL OWNERSHIP**

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

## **2.9 INCURRING COSTS**

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

## **2.10 COLLUSION CLAUSE**

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

## **2.11 CONTRACT DOCUMENTS**

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The RFP document

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

## **2.12 RESPONSIBILITY**

The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.

### **2.13 SAMPLE AGREEMENT**

Offeror shall refer to Attachment 1 Sample Agreement for complete terms and conditions.

## **3. SCOPE OF WORK**

### **3.1 REQUIREMENTS**

The contractor shall provide printing/mailing services of the utility billings and backup for printing/mailing past due notices for the City of Columbia in accordance with the provisions and requirements specified herein. The contractor shall also provide printing, inserting, special mail sorting services, mailroom services, and other services as specified herein, as needed and as requested.

- Services must be provided on a daily basis (weekdays other than City Holidays). The City of Columbia makes no guarantee of a minimum or maximum amount of service which shall be required from the contractor.
- Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- The contractor must be available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except City recognized Holidays.
- The City shall make every attempt to give the Contractor reasonable notice when services shall be required in an emergency situation.
- The City will provide 30-day notice for any process changes.
- The contractor shall assume full responsibility for the utility bills (printing/mailing) until the mail is in possession of the United States Post Office.

### **3.2 PRINTING/MAILING**

Before outsourcing the printing/mailing of utility bills can take place, the following steps need to be established with the Contractor:

- Determine the best method of delivering the Melissa Data (Mailers) documents to the Contractor
  - If by PRN/PCL file format, verify the output of the Mailers document with the Post Office.
- Determine the best method of delivering the utility bills (PCL5, softfonts, & template)/(Email, FTP, courier).
- Determine ways to reduce the printing cost.
- Coordinate with the City of Columbia's Community Relations Department for the delivery of updated insert each month.
- Establish procedures for pull bills.
- Education and training of Contractor's personnel on sort group categories (i.e. inserts, return envelopes, etc.)
- Special Requirements for Past Due Bills:
  - The City prints past due utility bill letters each day through CIS Infinity and then



converted to pdfs for printing.

### **3.3 MAIL SORTING**

- The Contractor shall tray the mail and provide the City with an accurate total count. Daily follow-up will be required for accountability/verification purposes.
- The Contractor shall sort the mail complying with US Post Office permit mailing guidelines.
- After completing the sorting services, the Contractor shall deliver the mail to the United States Post Office designated by the City the same day of printing. This will include filling out any forms required of the US Post Office for the mailing.
- The Contractor shall satisfy all requirements of the United States Postal Service.
- The Contractor must use software which is CASS certified and must maintain any other certification required by the United States Postal Service. The Contractor must maintain such certification throughout the term of the contract. The Contractor must provide proof of such certification if requested by the City of Columbia. The Contractor is required to provide a copy of this certification with their proposal.

### **3.4 MAIL PREPARATION**

The Contractor shall provide one or any combination of the following services in accordance with the City's directions. Some adaptations will be made due to the addition of printing of some/all items:

- Envelopes, return envelopes

Note: The City of Columbia currently has a contract with an envelope vendor. Arrangements will be made between Contractor and envelope vendor to maintain an inventory of needed items.

- Envelope stuffing with business rules recognized by barcodes (including, but not limited to, multiple bills, BREs based on type of payment method, applicable inserts, etc.)
- Folding newsletters or other inserts
- Tabbing newsletters or inserts
- Collating inserts
- Sealing envelopes

After completing all required services, the contractor shall sort the mail in accordance with the requirements specified herein. The contractor shall return all unused supplies and inserts to the City of Columbia.

Bad addresses will be handled by the Contractor and United State Postal Services using the National Change of Address database. The forwarding address list provided by USPS will be sent to the City of Columbia within one week of receiving the list.

The contractor shall complete any requested mail preparation services within a designated time frame which is mutually agreeable to the contractor and the City of Columbia.

The I2of5 barcode on the bill (for processing mailed payments) must be able to be scanned by the City of Columbia.

The PostNet barcode has been reviewed and approved by the United States Postal Service.

### **3.5 INVOICE AND PAYMENT REQUIREMENTS**

The Contractor must submit a monthly invoice for services to the address specified by the City of Columbia. Invoicing format must accommodate the City of Columbia system. Format must be proposed and approved by the City. The Contractor shall be paid in accordance with the firm, fixed prices stated. Contract prices are fixed for the term of the contract (1 year).

In the event of a material change in the United States Postal Service regulations as determined by the City of Columbia, the Contractor shall be entitled to a corresponding and similar increase or decrease in the contract prices quoted. Such change shall be accomplished by formal written amendment to the contract.

Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

## **4. BID SUBMISSION REQUIREMENTS**

### **4.1 VENDOR INFORMATION**

Provide information about your firm to include:

Name, address, phone and fax number(s) and email address of firm

Name and title of primary contact person

Date firm established

Proposed service team including titles and responsibilities

CASS Certification and any other certification required by the United State Postal Service

### **4.2 PRICING TO BE QUOTED**

All costs associated with delivering the requested services must be detailed in Exhibit B Pricing Page. Additional pages may be attached if needed. Offeror shall provide pricing for years one through five.

### **4.3 METHODOLOGY**

Offeror must submit a detailed account of the proposed methodology to accomplish the aforementioned scope of work. Offeror shall address each point listed in Section 3 Scope of Work and provide a description of how each point will be executed.

### **4.4 REFERENCES**

Offeror must submit contact information for three (3) clients, at a minimum, for check of references.

## **5. EVALUATION CRITERIA**

It is the purpose of this RFP to obtain data as complete as possible from each respondent that will enable the City of Columbia to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria:

50 points Qualifications of the bidder, methodology, experience

40 points Financial/ Competitive pricing

10 points References

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Offerors whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

The City will require high scoring finalists to participate in a test run of their proposed process. This will include the City providing the Offeror with bills to print, fold, insert, and mail to the City of Columbia. The scoring of this test run will be as follows:

35 points    Quality of Product

35 points    Speed of Process

30 points    Overall Accuracy

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any Offeror considered qualified, or to make an award without further discussion.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B  
PRICING PAGE

Line Item	Description	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
1	Printing of regular utility bills. Two color imprint: blue and black	64,000					
2	Printing of regular utility bills. One color imprint: black	64,000					
3	Mailing of regular utility bills	64,000					
4	Printing of past due utility bills. Two color imprint: blue and black	15,000					
5	Mailing of past due utility bills	15,000					
6	Additional inserts						
7	Folding inserts						
8	Tabbing						

Offeror may attach additional pages for any additional costs.

**TERM & SUPPLY CONTRACT FOR  
UTILITY BILL PRINT AND MAIL SERVICES  
Between**

**And  
CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and \_\_\_\_\_ (hereinafter "Contractor"), a [insert type of corp.] with the authority to transact business within the State of Missouri and whose address is \_\_\_\_\_ and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for a contractor to print and mail utility related documents for the City;

WHEREAS, Contractor submitted a proposal and pricing response to meet City's needs for such services; and

WHEREAS, City wishes to purchase, and Contractor wishes to print and mail utility related documents for the City on a term and supply basis pursuant to the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

(a) "*Contractor Pricing Guide*" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

(b) "*Services*" shall mean printing and mailing utility related documents for the City a, the details of which are more fully described in the City's Request for Proposal, attached hereto as **Exhibit A** and made a part of this Agreement, and in Contractor's Response, attached hereto as **Exhibit B** and made a part of this Agreement.

2. CONTRACTOR RESPONSIBILITIES

- 2.1. **Provision of Services.** Contractor agrees to perform the Services only after receiving an authorized purchase order from the City in writing and to perform the Services in a good and workmanlike manner.
- 2.2. **Pricing.** The prices for Services will be set by the Contractor Pricing Guide. For the initial year of this Agreement, both Parties agree the price will be fixed at the amount provided in Contractor's Response, attached hereto as **Exhibit C**. After the first year, Contractor reserves the right to update the Contractor Pricing Guide prior to the renewal of each term. Contractor shall submit a new proposed pricing guide for the next term at least sixty (60) days before the term begins to provide City an opportunity to review the proposed pricing before the term begins. If Contractor does not submit a new proposed pricing, then the pricing of the previous term will control.
- 2.3. **Billing.** Contractor will invoice the City in writing on a monthly basis based on the Services that have been rendered and at prices consistent with the Contractor Pricing Guide in effect at the time of the City's authorizing purchase order.
- 2.4. **Workmanship & Warranty.**
- (a) *Workmanship.* Contractor shall exercise reasonable skill, care and diligence in performance of its Services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at the time of performance. If Contractor fails to meet the foregoing standards, then Contractor shall perform, at its own cost and without reimbursement from the City, the professional services necessary to correct errors and omissions which are caused by Contractor's failure to comply with this standard.
- (b) *Warranty on Materials.* All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. Contractor shall be responsible for a period of one (1) year from and after the date of work completion for any repairs or replacements caused by defective materials or equipment which, in the judgment of the City, shall become necessary. Contractor shall, with due diligence, make the aforesaid repairs and replacements within ten (10) calendar days after receiving written notice that such repairs or replacements are necessary.
- (c) *Failure to Make Repairs or Replacements.* If Contractor neglects or fails to make timely repairs as provided for in this Agreement, or in the case of an emergency where, in the discretion of City, delay would cause serious hazard, loss or damage, then City may make such repairs and replacements and all costs shall be charged to Contractor.

3. CITY RESPONSIBILITIES

- 3.1. **Purchase of Services.** City will submit a purchase order to Contractor for the Services that it wishes to purchase. All purchase orders shall be in writing.
- 3.2. **Payments.** City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.
- 3.3. **Not to Exceed Amount.** It is expressly understood by both Parties that subject to City appropriation of funds for these purposes in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year. Each purchase order will have a not to exceed amount that is within the amount appropriated by the City for that purpose. Contractor agrees to keep track of the amount of hours billable under this Agreement at all times, and that any work in excess of the fixed sum in the purchase order shall not be eligible for payment. Contractor shall notify City if Contractor anticipates that the purchase order amount may be exceeded to determine whether City wishes to increase the amount of the purchase order.

4. TERM AND TERMINATION

- 4.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 4.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to

perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

- 4.3. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice. After receipt of a termination letter the Respondent will: Stop work on the Contract, on the date, and to the extent specified in the letter; Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated; Complete on schedule such part of the work as will not be terminated by termination letter.

5. MISCELLANEOUS

- 5.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.
- 5.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 5.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

- 5.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.
- 5.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 5.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO  
Finance Department  
ATTN: Purchasing Agent  
P.O. Box 6015  
Columbia, MO 65205 – 6015

With a Copy To:

City of Columbia, MO  
Community Relations Department  
ATTN: Utility Billing  
P.O. Box 6015  
Columbia, MO 65205-6015

IF TO CONTRACTOR:

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 5.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 5.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 5.9. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's Request for Proposal
- B Contractor's Response
- C Contractor Pricing Guide

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- 5.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**CITY: CITY OF COLUMBIA, MISSOURI**

BY: \_\_\_\_\_  
Cale Turner, Purchasing Agent

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/jc

**CERTIFICATION:**

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation to pay therefore.

\_\_\_\_\_  
City Director of Finance

**CONTRACTOR:** \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**NOTICE TO BIDDERS  
 ADDENDUM #1  
 RFP #95/2019  
 PRINTING AND MAILING SERVICES**

Offerors shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Offerors shall attach a signed acknowledged copy of this addendum to their bid response.

The following questions have been submitted as requests for clarification. The answers are listed in the table below. The following information shall be referred to as part of the bid response/Contract Documents.

No.	Question	Answer
1	It appears that you're seeking bids not only for printing and mailing of the utility bills, but also for daily Presort pick up services and other mailroom services. Is this correct?	Yes.
2	Cycle frequency: Are all 64,000 bills mailed one time per month or broken into smaller batches? If so, how many cycles and # of each cycle?	No, bills are mailed by cycles and there are 14 cycles and one small cycle.
3	Paper: white stock or colored?	White stock.
4	Sheet size and paper weight? Perforations?	8.5x11 24#. Yes, perforations.
5	Are all bills single page or are some multiple pages?	Single
6	Are bills printed one side or duplexed?	Duplexed.
7	Can you upload a printed sample PDF bill?	See Attachment 1 to Addendum 1.
8	Mailing of regular utility bills: should we quote postage and/or just mail preparation (inserting, presorting, etc.)?	Yes.
9	Envelopes: Can you provide PDF samples of outside envelopes and reply envelopes?	See Attachment 2 to Addendum 1.
10	Is the quantity of 64,000 per month or annually?	Per month.
11	The RFP states tabbing newsletters or inserts. Tabbing newsletter or inserts would only apply if the newsletter or insert will be a	Yes.

	self-mailer. This will require addressing of the newsletter or insert for mailing. Will the City also require these services?	
12	Can I get specs and total quantity for envelopes?	See Attachment 2 to Addendum 1.
13	Can we outsource mailing?	Yes.
14	Can you tell me what format they are in? Is it a PDF file or something else?	PDF.
15	What is the "hand sort" - if we receive the bills prior to printing, the sort order, barcode - all full service information will be automated and printed it sort order to tray up off inserters. Is this a small number that need are pulled out for some reason that would need hand sorting?	As long as business rules are included in the sort code, hand sorting may not be needed.
16	For "selectively pulling bills" - is there a list that is provided can be used to pull from provided data base?	Yes.
17	Please provide sample file, mapping documents and file layout.	See Attachments 1, 2, and 3 for Addendum 1.
18	Do you require/prefer a local vendor?	No.
19	Why are you looking to change vendors?	Current contract is due to expire and the City follows a public bidding process.
20	What is the meaning of 'backup for printing/ mailing past due notices for the City of Colombia...?'	Backup in the event that we are unable to print them in-house
21	Why is the city converting the CIS Infinity data to PDFs?	Current practice
22	What are the City recognized holidays?	New Year's, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas.
23	What is meant by Melissa Data (Mailers) documents?	For address and zip code verification
24	What are your expectations of the vendor as far as handling pull bills?	Vendor should be able to identify pull bills based on submitted criteria and pull them from the batch.
25	Do you want to review/approve bills prior to mailing?	We will approve them before the files are sent.

26	Is the data available in any other formats besides PCL5?	Possibly.
27	Do you expect the vendor to return PDFs?	No.
28	'After completing the sorting services, the Contractor shall deliver the mail to the United States Post Office designated by the City the same day of printing.' Are the designated post office(s) only located in Columbia, MO?	No.
29	If approval is needed, will it be provided same day?	Yes.
30	What time will approval be provided on a daily basis?	By 3:00 P.M.
31	Unused supplies will be returned at the end of the contract, correct? Please explain the timing of when supplies are returned.	Within two weeks once it's confirmed that the supplies are no longer needed.
32	Please provide samples of all bills, notices, and envelopes.	See Attachments 1, 2, and 2 for Addendum 1.
33	What are the form sizes currently being printed?	8.5 x 11.
34	Are the forms continuous or cut sheet?	Cut sheet.
35	Is the printing simplex or duplex?	Duplex.
36	Are there multiple pages per statement?	No, just duplex.
37	Is there intelligent inserting needed?	Yes
38	Is any sort of barcodes used for selective inserting?	Yes.
39	Are the forms used pre-printed?	No.
40	Will files be print ready, text searchable files	Yes.

	(PDF)?	
41	Are there perf's on the current forms?	Yes.
42	What are the envelope specs and sizes being used?	4 1/8 x 9 1/2.
43	Are there inserts and or BRE's going into the envelopes?	Yes.
44	What are the current postal requirements (1st class, 3-digit)?	1st class, presorted.
45	How many unique statements/files are printed?	Approximately 64,000 per month.
46	What is the estimated overall monthly print volume?	See previous answer.
47	What is the estimated monthly print volume by segment?	Between 2000 – 10,000
48	What are the required SLA expectations?	All terms and conditions may be found in Attachment 1 (Sample Agreement) of the RFP.
49	Will materials be customer provided or provided by Ricoh?	Envelopes provided by outside vendor and paper for statement provided by selected print vendor.
50	Is there any electronic delivery being done today?	Yes.
51	Is there a desire to be able to view and/or manipulate statements either prior to or after delivery?	No.
52	Is there a need for data analytics and marketing information?	Yes.
53	What type of reporting is required by the customer and any additional reports that may be beneficial to the customer that currently is not available?	Mail Trends.

54	Can PDF Samples of the output be provided?	Yes.
55	On Exhibit B is the quantity provided a daily/monthly/yearly volume?	Monthly.
56	What are the specifications (print and mail) for the Melissa Data Mailers, what is volume and the frequency?	USPS Requirements.
57	Do any of the pages require printing on the back (such as terms and conditions)?	Yes.
58	If printing on the back of the bill is required is it always printed in black or is a preprinted form required?	Printing in black.
59	What are the specifications for a reply envelope?	Only add a BRE when there is a balance owed for non-auto draft customers.
60	What are the specifications for the outer envelope?	4 1/8 x 9 1/2.
61	Can we use our permit on the outer envelope?	Yes.
62	Will you advance postage for a month 1/2 to cover postage?	Yes.
63	In Section 3.1 (Scope of Work Requirements) you are requesting printing/ mailing services of the utility billings and backup for printing/ mailing past due notices for the city of Columbia. Are you requesting Disaster Recovery services or requesting backup of printing/ mailing of overflow work? Can you please clarify what your requirements are?	Yes, in the event that your operations are down, you must have a backup source to continue printing.
64	A few bullets down in Section 3.1 you state that the City shall make every attempt to give the Contractor reasonable notice when services shall be required in an emergency. Are you looking for a Disaster Recovery and Business Continuity solution as part of this RFP? Please clarify.	This is only for services not mentioned in detail in the contract.

65	Please provide color scanned samples of your bill, late notices and envelopes.	See Attachments 1, 2, and 3 of Addendum 1. The late notices are printed on bright orange paper.
66	Please provide your current pricing.	See Attachment 4 of Addendum 1.
67	To clarify section 3.4 regarding the envelopes, are we to exclude the envelope cost in our pricing?	Please provide costs for with and without envelopes. Right now, the City uses a separate vendor.
68	On line 1of the pricing page, it states blue and black. Is any variable data printed in blue or is it static information?	Static information.

**ACKNOWLEDGEMENT OF ADDENDUM #1**

The undersigned Respondent hereby certifies that the information set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Proposal No. 95/2019. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_



**City of Columbia, Missouri**

Utilities Department  
701 E. Broadway  
P.O. Box 1676  
Columbia, MO 65205

Billing Questions:  
(573) 874-7380  
ucs@como.gov

\*Pay Bill: (573) 874-7694  
\*Online - www.como.gov  
\*Convenience fee applies

Utility after-hours emergency: (573) 875-2555



Reminder: A new water rate structure was approved by City Council and made effective January 22, 2019 to help encourage water conservation. Visit <https://www.como.gov/utilities/water-and-light/water/rates/> for more information. The annual City of Columbia 2018 Water Quality Report is now available to view at [www.dnr.mo.gov/ccr/MO3010181.pdf](http://www.dnr.mo.gov/ccr/MO3010181.pdf).

**Customer - Account #:** XXXXXXXX-XXXXXXX  
**Name:** JANE DOE

**Service Address:** 1100 ANYWHERE ST

Billing Date 6/17/2019  
Previous Balance 54.79  
Payment(s) (\$54.79)

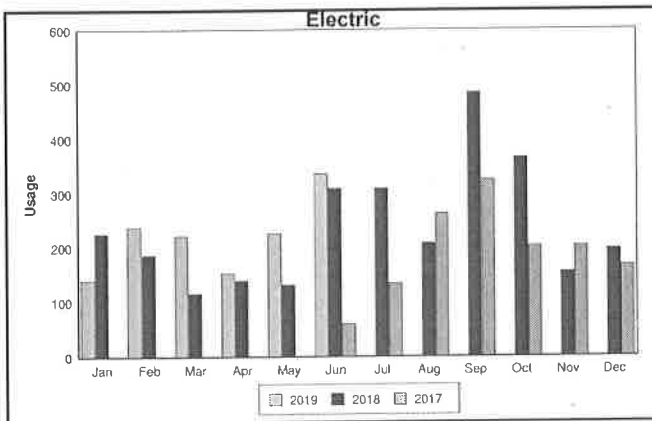
BALANCE FORWARD \$0.00

NEW CHARGES are due 7/8/2019 \$65.24

**TOTAL AMOUNT DUE \$65.24**

3.0% late fee applies if not paid by due date  
from your account or to process the payment as a check transaction.

Service	Meter	Previous		Current		Meter Multiplier	Usage	Units	Days	Meter Size
		Date	Read	Date	Read					
Electric	45956L	05/10/19	87449	06/11/19	87784	1	335	KWH	32	



Detach here, return bottom portion with payment - PLEASE DO NOT MAIL CASH



**City of Columbia, Missouri**

Utilities Department  
701 E. Broadway  
P.O. Box 1676  
Columbia, MO 65205



6582327

Lobby Hours: 8 am to 5 pm, Monday - Friday  
Drive-thru & phone lines: 7:30am-5:30pm, Monday - Friday  
Drive-thru and drop box are accessible from Eighth Street

**Clstoler - Account #:** XXXXXXXX-XXXXXXX  
**Name:** JANE DOE

**Service Address:** 1100 ANYWHERE ST

Billing Date 6/17/2019

BALANCE FORWARD \$0.00

NEW CHARGES are due 7/8/2019 \$65.24

**TOTAL AMOUNT DUE \$65.24**

Check this box if updated information on the back

JANE DOE  
1100 ANYWHERE ST  
COLUMBIA MO 65201





# City of Columbia, Missouri

Utilities Department  
701 E. Broadway  
P.O. Box 1676  
Columbia, MO 65205

Billing Questions:  
(573) 874-7380  
ucs@como.gov

\*Pay Bill: (573) 874-7694

\*Online - www.como.gov

\*Convenience fee applies

Utility after-hours emergency: (573) 875-2555

Customer-Account #: XXXXXXXX-XXXXXXX

Name: JANE DOE

Service Address: 1100 ANYWHERE ST

## NEW CHARGES DETAIL

	Usage	Rate	Charge
Customer Base Charge			\$16.31
Electric kWh Tier 1	93.75	\$0.0786	\$7.37
Electric kWh Tier 2	10.94	\$0.1025	\$1.12
Electric kWh Tier 1 Non-Summer	206.25	\$0.0786	\$16.21
Electric kWh Tier 2 Non-Summer	24.06	\$0.1025	\$2.47
Electric - PILOT Fee			\$3.28
Electric Tax			\$1.17
<b>Electric Total</b>			<b>\$47.93</b>
Storm Water - Residential	1.00	\$1.59000	\$1.59
<b>Storm Water Total</b>			<b>\$1.59</b>
Solid Waste Charges Residential			\$15.72
<b>Solid Waste Total</b>			<b>\$15.72</b>

### Your bill explained...

- **PILOT (Payment-In-Lieu-Of-Tax):** Equivalent to Gross Receipts Tax Required by city charter.
- **C.A.S.H. (Citizens Assisting Seniors and Handicapped):** Specifically assists low income elderly and low income handicapped citizens who have exhausted other resources.
- **H.E.L.P. (Heat Energy and Light Program):** Provides aid to low income families with children in one-time emergency situations.
- **Share The Light:** Provides funding that are above and beyond basic services of city government.
- **Miscellaneous charge (other charges that may appear on your bill):** Service deposits, Service charge, Same day service, Meter test, Cut-off charges or Trip out, Billing adjustment, Returned check and service charge, Transferred account balance, Extra dumpster service, Major appliance pick-up, DNR fee, Other.

### Update contact information

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

Phone Number: \_\_\_\_\_

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



**CITY OF COLUMBIA, MISSOURI**  
COLUMBIA UTILITIES  
P.O. Box 1676  
COLUMBIA, MISSOURI 65205-1676

**Be energy efficient!**  
Low interest loans and rebates  
Columbia Water & Light

**PRESORTED**  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
KANSAS CITY, MO  
PERMIT NO. 2348

Return Service Requested

65205-1676  
HA TUSP1 85201



WWW.COLUMBIA.MO.GOV  
OR 573-874-7694

FROM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLACE  
STAMP  
HERE

**CITY OF COLUMBIA**  
FINANCE DEPARTMENT  
P.O. BOX 1676  
COLUMBIA, MISSOURI 65205-1676



## Help Your Neighbors in Need.

### Questions?

Contact City of Columbia Utilities  
Customer Service at 874-7380 or  
UCS@GoColumbiaMo.com

CASH (Citizens Assisting Seniors and Handicapped) specifically assists low-income elderly and low-income disabled citizens who have exhausted other resources.  
HELP (Heat Energy and Light Program) provides aid to low-income families with children in one-time emergency situations.  
Donations to the CASH and HELP programs are kept separate. Every dollar goes to help someone in need. Applicants are carefully screened by a social worker before being given assistance.  
If you would like to help with the CASH/HELP program, please complete the pledge coupon and return it with your utility payment. The pledge coupon can also be completed on-line at <http://www.columbia.gov/finance/forms/cash-help.php>. It is not necessary to return the pledge coupon if you are currently a donor to the program. Your year-to-date contributions will be stated on your February bill for tax records.

### Utility Assistance Pledge Coupon

By giving a little extra, to one or both programs, you can help someone in our community a great deal.

Contributions are tax deductible.

Program		Select one for each program	
<input type="checkbox"/> Citizens Assisting Seniors & Handicapped	<input type="checkbox"/> Monthly Pledge	<input type="checkbox"/> \$1	<input type="checkbox"/> \$5
<input type="checkbox"/> Heat Energy & Light Program	<input type="checkbox"/> One-Time Donation	<input type="checkbox"/> \$10	<input type="checkbox"/> Other

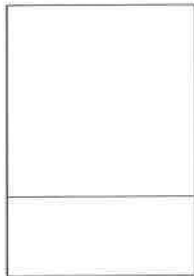
Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Exc \_\_\_\_\_

Account # \_\_\_\_\_ Thank you for your contribution.




**City of Columbia, Missouri**

 Utilities Department  
 701 E. Broadway  
 P.O. Box 1676  
 Columbia, MO 65205

 Billing Questions:  
 (573) 874-7380  
 ucs@como.gov

 Business Hours:  
 Monday - Friday 8:00am to 5:00pm

Utility after-hours emergency: (573) 875-2555

**Make payment at:**

- 701 East Broadway
  - \*Online at [www.Como.gov](http://www.Como.gov)
  - \*Automated phone service 874-7694.
- \* Convenience fee applies

***Any other payment method will result in delays and/or disconnection.***

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

5/17/2019

## OFFICIAL PAST DUE NOTICE SUBJECT TO DISCONNECT

**Customer Account Number:** xxxxxxxx-xxxxxxx

**Service Address:** 1100 ANYWHERE ST

 Delinquent Amount: **\$56.78** (Disconnection Date: **5/29/2019**)

 Prior Delinquent Amount: \$41.11 (Subject to immediate disconnection.)

 Total Delinquent Amount Due: **\$97.89**

**If account is disconnected for non-payment it is subject to deposit increases.**

### YOUR TOTAL DELINQUENT AMOUNT DUE IS \$6,535.56

**IF PAYMENT IS NOT RECEIVED AND CREDITED TO YOUR ACCOUNT PRIOR TO 8:00AM ON 5/29/2019, ACCOUNT SUBJECT TO DISCONNECTION AND ADDITIONAL FEES APPLY CHAPTER 27-18(c)(1)&(2)**

**Fees After Discontinuance Date**

After the disconnection date the amount due will change to:

**Amount Past Due: \$6,535.56**
**Administrative Fee: \$30.00**


---

**Total Amount with Fees \$6,565.56**

Denied access to meter(s) may result in legal action or penalties.

**After-Hours Fee  
(additional fees may apply)**

Shall be paid to reconnect service when the customer requests same day service (by midnight on day of request) or when, at the request of the customer, workers are sent to reconnect service on a weekend, holiday or any time outside the regular working hours of the department

- Residential customers - \$60
- Non-residential customers - \$100

**If you have any questions regarding this notice, payment procedures or payment arrangements, contact Customer Service at (573) 874-7380 during business hours.**

 Visit our website at [www.como.gov](http://www.como.gov) to sign up for:

- automatic bank withdrawal (no convenience fee)
- e-billing
- update contact info

 JANE DOE  
 1100 ANYWHERE ST  
 COLUMBIA MO 65201

1	PRINTING OF REGULAR UTILITY BILLS. 2 COLOR IMPRINT (BLACK AND BLUE).	\$0.0542
2	PRINTING OF REGULAR UTILITY BILLS, 1 COLOR IMPRINT (BLACK).	\$0.0542
3	MAILING OF REGULAR UTILITY BILLS.	\$0.0220
4	PRINTING OF PAST DUE UTILITY BILLS. 2 COLOR IMPRINT (BLACK AND BLUE).	\$0.0452
5	MAILING OF PAST DUE UTILITY BILLS	\$0.0220
6	ADDITIONAL INSERTS	\$0.0050
7	FOLDING INSERTS	\$0.0080
8	TABBING	\$0.0120
9	ADDITIONAL FEES	\$0.0000



**NOTICE TO BIDDERS  
 ADDENDUM #2  
 RFP #95/2019  
 PRINTING AND MAILING SERVICES**

Offerors shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Offerors shall attach a signed acknowledged copy of this addendum to their bid response.

The following questions have been submitted as requests for clarification. The answers are listed in the table below. The following information shall be referred to as part of the bid response/Contract Documents.

-In reference to question number 1 in Addendum 1, the City is looking for mailroom services for utility bills that are printed by the contractor only. No additional mailroom services are requested at this time.

Below are additional questions that were submitted for clarification.

No.	Question	Answer
1	How many bills on average get pulled daily? ("Pull-Bills are hand sorted.")	20-100 or as needed.
2	What bills are "hand sorted based on permit requirements?"	Bills with missing addresses, \$0 dollars owed, and special circumstances as they arise.
3	How many past due bills are mailed daily?	Average of 800/day for 13 days per month.
4	Who prints the inserts and newsletters?	A local printing company. They are then shipped to the printing and mailing Contractor.
5	Is the Forwarding list send to the City, that week's billing addresses of Movers with "new forwarding addresses" and "no forwarding addresses"?	Yes.
6	Inserts? Is there one ever month? Are they 8.5 x11 or 3.66x8.5? Vary?	There is a monthly insert that alternates between 4-6, 8.5x11 pages
7	Newsletters? What parent size and final folded size? Are they inserted with bills? Why are they tabbed? Mailed separate?	Parent size: 11x25.5; Final fold size: 8.5x11. They are inserted with bills and don't necessarily need to be tabbed.
8	What is the City's payment terms? Net 10 or 30 days?	20 days and then a late notice is produced.

**ACKNOWLEDGEMENT OF ADDENDUM #2**

The undersigned Respondent hereby certifies that the information set forth in this Addendum #2 has been incorporated in their proposal and are a part of Request for Proposal No. 95/2019. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_

# **EXHIBIT B**

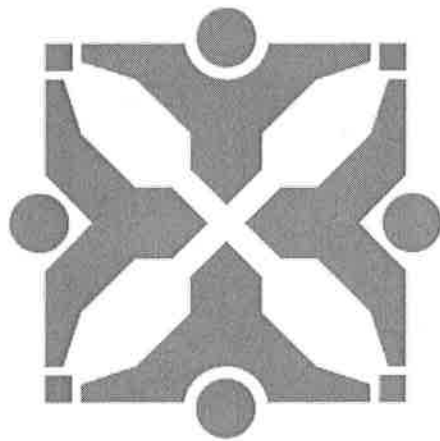
## **CONTRACTOR'S RESPONSE**





*DataProse appreciates the opportunity to present this response for the Printing and Mailing Services, #95/2019 for:*

# City of Columbia



6/27/2019



Print & Mail



eBusiness



Marketing  
Services

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LETTER OF TRANSMITTAL

Cale Turner, Purchasing Agent  
City of Columbia  
701 East Broadway  
Columbia, MO 65201

RE: #95/2019 – Printing and Mailing Services

Dear Cale,

DataProse thanks you for the opportunity to submit our response to your Request for Proposal in support of your Printing and Mailing Services requirements. 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 #'s 1 & 2.
- 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.
- As requested in the RFP, this proposal is firm and irrevocable offer for 120 days.
- 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. 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 Harris Computer Systems – Advanced CIS Infinity, NorthStar, inHANCE, Cayenta, and Cogsdale. Although we are large enough to offer you comprehensive solutions, we are small enough to provide you with the one-on-one service and attention you should expect. I can personally assure you that DataProse will provide you with the highest level of quality and responsive service available in the market today.

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

Best Regards,

William K. Murray, CEO  
DataProse, LLC  
1122 W. Bethel Rd., Suite 100  
Coppell, TX 75019  
[bmurray@dataprose.com](mailto:bmurray@dataprose.com)



## EXECUTIVE SUMMARY

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 your 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: Exstream – Dialogue, to compose and develop applications for print and electronic solutions.
- Expandable processing/mailing capacity to insure 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.

DataProse has and continues to invest in creating online applications that help you manage your business with us as well as the communications with your 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.

- **DPAuto Customer Portal** 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.

- **DPView and Approve:** 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.
- **DPMessage Manager:** 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.
- **DPJobTrax:** This online feature gives you the ability to track your project throughout the production process.
- **DPMailTrax:** This online tool gives you the ability to track your inbound/outbound mail throughout the USPS postal system up to the point of delivery.
- **DPeBill:** 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 and Contact Information	
Corporate Headquarters:	1122 W. Bethel Rd., Suite 100
- Southwest Production ( <b>DMU</b> )	Coppell, TX 75019
	(800) 876-5015 - Phone
	(972) 462-5428 - Fax
West Coast Production:	2930 Ramona Ave., Suite 100
	Sacramento, CA 95826
Primary Point of Contact:	Tim Zombik
	(972) 462-5479
	<a href="mailto:tzombik@dataprose.com">tzombik@dataprose.com</a>

## STAFF PROFILES

### **Bill Murray, C.E.O & Co-founder**

DataProse Co-founder Bill Murray built a solid background in electronic printing and strategic account management during his 20-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 & Co-founder**

Curtis Nelson's 20-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 custom inserts and stock, contract renewals, new contracts, 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.

### **Greg Haley, Director, Information Technology**

Greg's experience in the IT industry spans more than 30 years and includes a wide variety of industries and technologies from contracting for US Home at the age of 20 to working on guided missiles and other defense systems, manufacturing automation, online payment applications, security and financial systems; database administration, and various IT management roles. Within the document preparation and presentment arena, Greg served as a lead member of the team at Fidelity Investments, responsible for integrating print and mail equipment with Fidelity's systems at multiple locations worldwide. Greg also served as the architect and developer for the Automated Document Factory at DataProse. Greg holds a BS in Computer Science Engineering from the University of North Texas and throughout his career, has served in various management roles, ranging from Team Lead, Architect, Director, and small business owner.

### **Gina Randall, Implementation Manager**

Gina oversees major project implementations and manages DataProse account relationships for the past 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.

### **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 7 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.



## PROJECT IMPLEMENTATION PLAN

The general scope associated with any new project is estimated at twelve (12) weeks understanding that all requested items are returned to DataProse in the timeframe stated. **If provided with PDF input, the implementation time frame is estimated at six (6) weeks.** Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved.

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

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

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

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

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

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

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product.

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.

## PROJECT TIMELINE

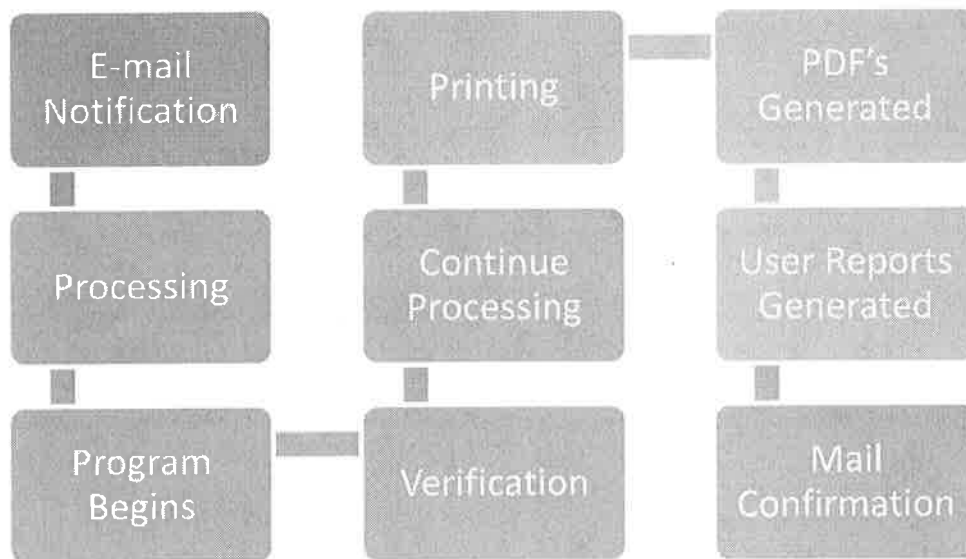
<b>Project Plan</b>	<p>Phase 1 – Project Overview and Scope Defined – Three (3) Weeks</p> <ul style="list-style-type: none"><li>• Schedule a project kick-off session with the City's team.</li><li>• Identify client stakeholders involved and confirm overall project scope.</li><li>• Review selected documents components and process. Identify any future changes/recommendations if applicable.</li><li>• Review project input checklist (format, fonts, color, messaging, graphing, etc.).</li><li>• Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.</li><li>• 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.</li></ul>
<b>Project Development</b>	<p>Phase 2 – Application Development – Six (6) Weeks</p> <ul style="list-style-type: none"><li>• Working collaboratively with the City's team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.</li><li>• 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.</li></ul>
<b>Project Execution</b>	<p>Phase 3 – The City and DataProse Staff will work together to finalize the project. Estimated time is three (3) weeks.</p> <ul style="list-style-type: none"><li>• Custom stock ordered and received if applicable.</li><li>• 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.</li><li>• Create "live samples", present, and gain approval. Lock box approves remit samples.</li><li>• Schedule parallel production and confirm cycle schedule with City.</li><li>• Train client contact(s) on DPAuto – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes<ul style="list-style-type: none"><li>- FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.</li></ul></li><li>• Receive final sign off to proceed.</li></ul>
<b>Project LIVE</b>	<p>Final Phase – LIVE Production Run</p>



## PRODUCTION PROCESS OUTLINE

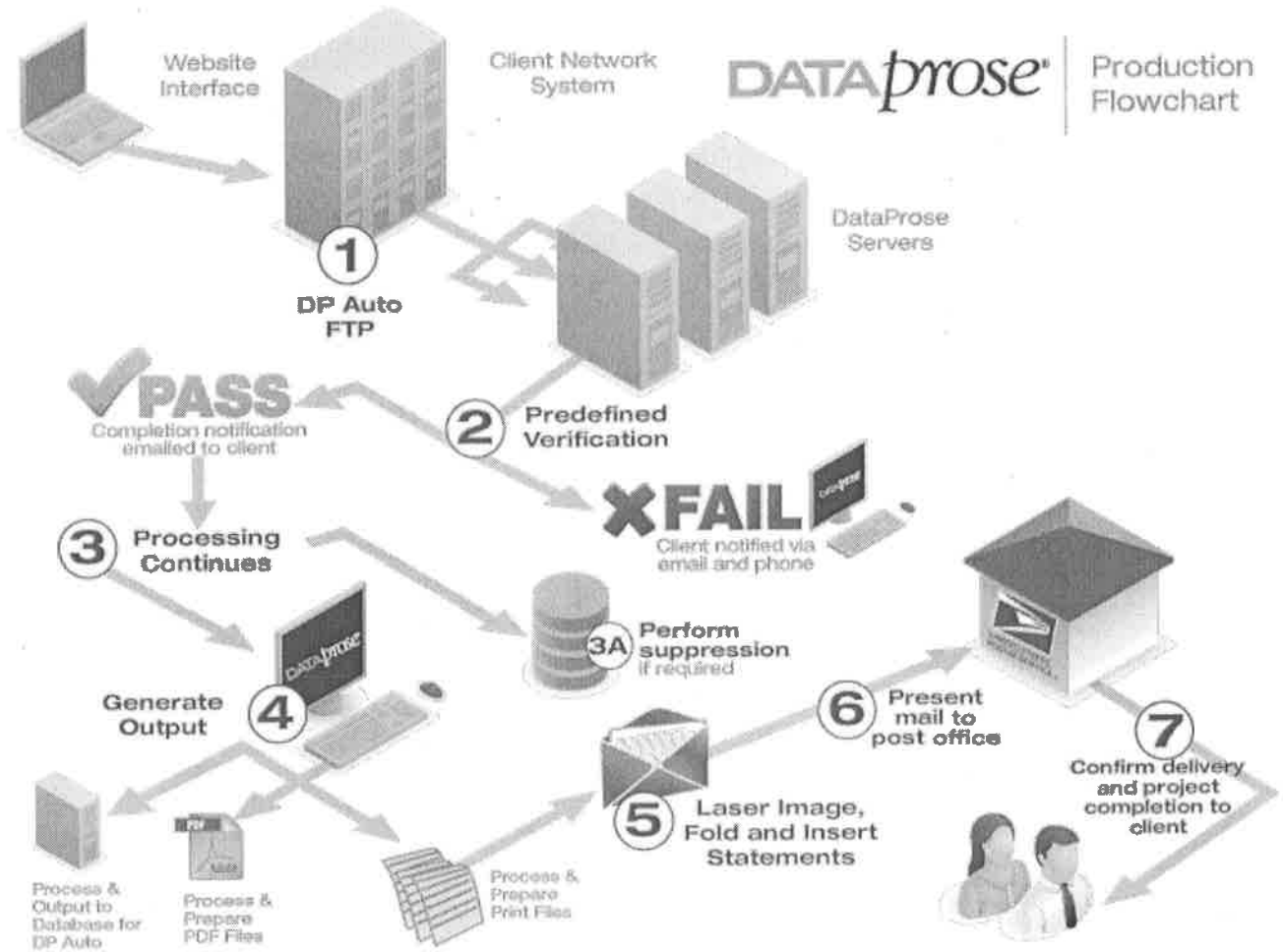
All programs implemented by DataProse have been automated to the fullest extent possible. Upon the receipt of your data, the following process will automatically begin:

- ✓ 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 2<sup>nd</sup> confirmation of delivery (Usually within 4 hours of mail delivery)



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

## 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.

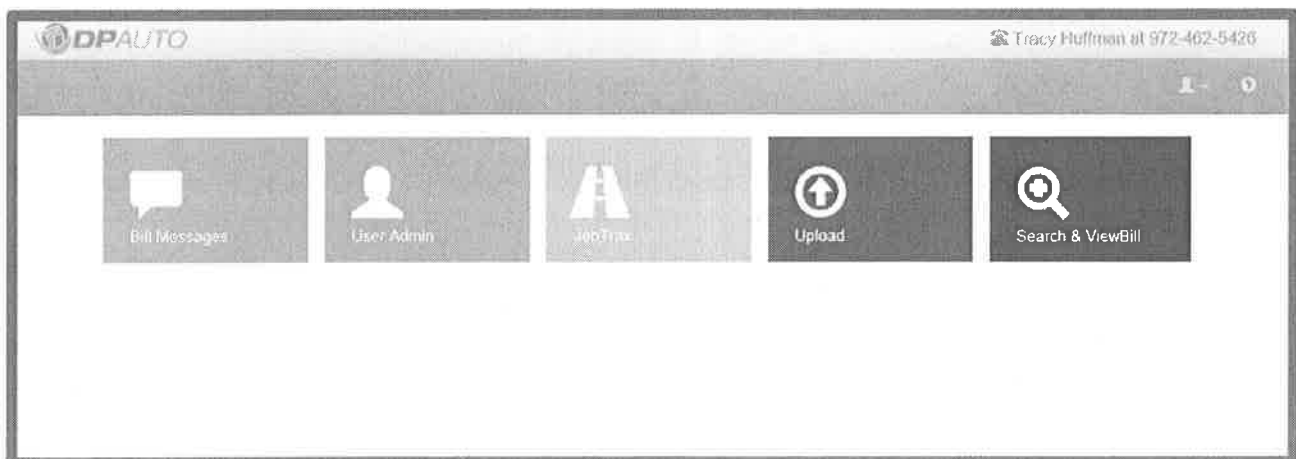
### Secure Access:

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



### 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.



## 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.

The screenshot shows a web browser window with the DP AUTO logo in the top left and a user profile 'Tracy Huffman' with a phone number '972-462-5426' in the top right. The browser's address bar shows 'Bill Messages', 'User Admin', 'AutoFax', 'Upload', and 'Settings & View'. The page title is 'Home / File Upload'. The main content area is titled 'File Upload' and contains several form fields: 'Test File' with a checkbox, 'Application' with a dropdown menu set to 'Regs', '# of Statements' with an empty text input, and 'Bill Date' with an empty date picker. Below these is a 'Files' section with a table header 'File Name' and 'Size Status', and an '+ Add files...' button. A 'Start upload' button is located at the bottom left of the form area. The footer of the page reads 'Powered by DATAprose | © 2017 Dataprose, LLC | Contact Us'.

## DPAUTO JOB TRAX

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

**DPAUTO** - Pueblo del Sol Water District
Tracy Hullman al.972-462-5428

Home | JobTrax

### JobTrax

Jobs

Show  entries Search:

Job Number	Description	Mail Pieces	Started	Progress	Mail Date												
103550FA11	Final Notices	28	Sep 11 2017 11:00AM	100%	Sep 12 2017 12:03PM												
103550RA11	Regular Statements	1731	Sep 11 2017 10:12AM	100%	Sep 12 2017 02:48PM												
<p>Detailed Status by Mailing Group as of 9/12/2017 3:45:02 PM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Group</th> <th>Pieces</th> <th>DP</th> <th>Imaging</th> <th>Inserting</th> <th>Dy</th> </tr> </thead> <tbody> <tr> <td>1A</td> <td>1731</td> <td></td> <td></td> <td>100%</td> <td></td> </tr> </tbody> </table>						Group	Pieces	DP	Imaging	Inserting	Dy	1A	1731			100%	
Group	Pieces	DP	Imaging	Inserting	Dy												
1A	1731			100%													
103550FA23	Final Notices	14	Aug 23 2017 11:00AM	100%	Aug 24 2017 12:05PM												
103550RA23	Regular Statements	3095	Aug 23 2017 09:58AM	100%	Aug 24 2017 11:48AM												
102693FA11	Final Notices	43	Aug 11 2017 11:05AM	100%	Aug 14 2017 01:16PM												
102693RA11	Regular Statements	1708	Aug 11 2017 10:10AM	100%	Aug 14 2017 01:18PM												
102693FA21	Final Notices	6	Jul 21 2017 11:00AM	100%	Jul 25 2017 05:27AM												
102693RA21	Regular Statements	3100	Jul 21 2017 09:56AM	100%	Jul 24 2017 02:06PM												
102244RB12	Regular Statements	1715	Jul 12 2017 01:00PM	100%	Jul 13 2017 04:12PM												
102244FA12	Final Notices	30	Jul 12 2017 10:46AM	100%	Jul 13 2017 03:38PM												

Showing 1 to 10 of 48 entries Previous **1** 2 3 4 5 Next

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## 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.

The screenshot shows the DPAuto Message Manager interface. At the top, there is a navigation bar with 'Home / Bill Messages' and a search bar. Below the navigation bar, the main content area is titled 'Bill Messages'. It includes a 'Show 10 entries' dropdown and a search field. The main content is a table with columns: Application, Type, Name/Number, Message, Start Date, and End Date. There are two entries listed, both for 'Utility Bill' and 'All Bills'. The first entry has a message starting with 'Any account that...' and a start date of 09/26/2017. The second entry has a message 'For more informat...' and dates from 09/26/2017 to 10/26/2017. Below the table, there are search filters for Application, Type, Name/Number, Message, Start Date, and End Date. At the bottom, it says 'Showing 1 to 2 of 2 entries' and has a 'Previous 1 Next' pagination control and an '+ Add Message' button.

Application	Type	Name/Number	Message	Start Date	End Date
Utility Bill	All Bills		Any account that ...	09/26/2017	
Utility Bill	All Bills		For more informat...	09/26/2017	10/26/2017

## 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.

The screenshot displays a web-based reporting interface for DataProse. At the top, there is a search bar and a 'Jobs' tab. Below this is a table listing various jobs. The table has columns for Job Number, Description, Mail Pieces, Started, Progress, and Mail Date. Two jobs are highlighted: 103550FA11 (Final Notices, 28 mail pieces, started Sep 11 2017 11:00AM, 100% progress, mail date Sep 12 2017 12:03PM) and 103550RA11 (Regular Statements, 1731 mail pieces, started Sep 11 2017 10:12AM, 100% progress, mail date Sep 12 2017 02:48PM). Below the table, there is a 'Detailed Status by Mailing Group as of 9/12/2017 3:48:02 PM' section. This section shows a breakdown of mail pieces by group (1A) and a list of reports generated for the job, including ClientReports\_PDR\_bar.txt, DPSYS\_Report\_103550RA11.pdf, MU\_Output.dat, MU\_OutputSummary.pdf, and MU\_Summary.pdf. At the bottom of the interface, there are search filters for Job Number, Description, Mail Pieces, Started, Progress, and Mail Date, along with a pagination control showing 'Showing 1 to 10 of 48 entries' and a 'Previous 1 2 3 4 5 Next' navigation bar. The footer of the interface reads 'Powered By DATAprose | © 2017 DataProse, LLC | Contact Us'.

Job Number	Description	Mail Pieces	Started	Progress	Mail Date
103550FA11	Final Notices	28	Sep 11 2017 11:00AM	100%	Sep 12 2017 12:03PM
103550RA11	Regular Statements	1731	Sep 11 2017 10:12AM	100%	Sep 12 2017 02:48PM
103550FA23	Final Notices	14	Aug 23 2017 11:00AM	100%	Aug 24 2017 12:05PM
103550RA23	Regular Statements	3095	Aug 23 2017 09:58AM	100%	Aug 24 2017 11:49AM
102693FA11	Final Notices	43	Aug 11 2017 11:06AM	100%	Aug 14 2017 01:16PM
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102693FA21	Final Notices	6	Jul 21 2017 11:00AM	100%	Jul 25 2017 06:27AM
102693RA21	Regular Statements	3100	Jul 21 2017 09:58AM	100%	Jul 24 2017 02:06PM
102244RB12	Regular Statements	1715	Jul 12 2017 01:00PM	100%	Jul 13 2017 04:12PM
102244FA12	Final Notices	30	Jul 12 2017 10:46AM	100%	Jul 13 2017 03:38PM

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.

- 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

### DPSYS Report Sample:

PROCESSING DESCRIPTION REPORT				10/20/16 10:12
Client: Plano, City of				PLC
File Processed: Statement_16102084651.txt				
Project Description: Statements		Project #: 98030CA20		
Mailing Group	# of Bills	# of Impressions	Postage	
A (1 ounce)	3207	3238	\$1,210.66	
B (2 ounce)	7	35	\$4.73	
C (8 to 99 pages)	8	207	\$0.00	
D (100 to 499 pages)	0	0	\$0.00	
E (500+ pages)	0	0	\$0.00	
I (International)	0	0	\$0.00	
X (Hold Bill\Invalid)	0	0	\$0.00	
(Bills Suppressed)	481	481	-	
<b>TOTALS</b>	<b>3222</b>	<b>3480</b>	<b>\$1,215.39</b>	
INSERT SUMMARY				
Insert Description	Weight	# of Inserts		
BRE	0.13	2248		
Texas Recycles Day	0.06	3222		
<b>TOTAL INSERTS</b>		<b>5470</b>		
ADDITIONAL INFORMATION				
Records Expected	Records Processed	Pieces Processed	Pieces Printed	
3949	3949	3703	3222	
Total Flow Pages In Output = 1				
Expected Bill Date - 10/20/2016		Actual Bill Date - 10/20/2016		
Total Current Charges of Records Processed			\$602,487.17	
Total Amount Due of Records Processed			\$685,304.42	
Total Amount Due of Records Processed (No Credits)			\$705,689.51	
Due Date (From Source Data File)			November 8, 2016	
<b>SIMPLEX</b>	<b>PLCI101016MLS6101</b>			<b>3950</b>
3237	34	198	0	0
			0	481



## 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.

## MOVE UPDATE Summary Output

Client: Sample City		Client/App Code:	
Description: Statements		Project #:	
Date / Time Processed: 10/19/17 11:38			
Old Address Information (Changed From)		Updated Address Information (Changed To)	
<b>1 - Acct# - 01-0001-01</b>			
JOHN Q SAMPLE 500 MAIN STREET SAMPLE TX 70000	Effective Date - 201708 USPS Barcode Carrier Route:	Move Type - F JOHN Q SAMPLE 1234 2nd STREET SAMPLE TX 70000	Match Flag - A USPS Barcode Carrier Route:
<b>2 - Acct# - 02-0002-02</b>			
JANE Q SAMPLE 100 MAIN STREET SAMPLE TX 70000	Effective Date - 201609 USPS Barcode Carrier Route:	Move Type - I JANE Q SAMPLE 4321 MAIN STREET SAMPLE TX 70000	Match Flag - A USPS Barcode Carrier Route:

### Move Type Codes

B - Business / F - Family / I - Individual

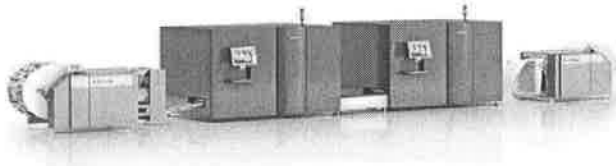
### Common Match Flag Codes

A - COA MATCH / 01 - FOREIGN MOVE / 02 - MOVED LEFT NO ADDRESS / 03 - BOX CLOSED NO ORDER

## DATAPROSE PRINTING SOLUTIONS

### Variable Data / Full-Color Inkjet Printing

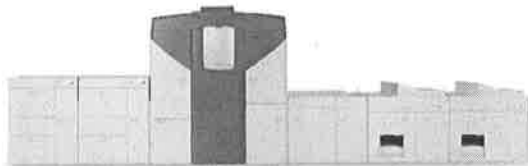
DataProse employs the most advanced Full-Color Inkjet Printer available in the marketplace. The Ricoh IP 5000 delivers full-color output at speeds up 450 duplex images per minute in crisp 720 x 720 dpi resolution!



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



For short run inserts, we utilize our Xerox iGen 4 and iGen 5.



## 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.

**NORTH TEXAS PROCESSING & DISTRIBUTION CENTER**  
951 W. BETHEL ROAD  
COPPELL, TX 75019

### Mail Delivery Timeline

DataProse processes and mails in 24 hours after receipt 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:



The information that we check and verify includes:

- |                        |                   |
|------------------------|-------------------|
| - Envelope Id          | - Job Id          |
| - Print Id             | - Address Type Id |
| - First Page Indicator | - Client Id       |
| - Envelope Sequence Id | - Custom Stock    |
| - Component Id         |                   |

## Maximizing your Postage Savings

### Preprocessing to Maximize Postage Savings

To insure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, DataProse will:

- Utilize our software to verify valid addresses from the client's data
- Create a data stream for documents with missing zip codes or bad addresses
- Sort data into mail streams required by the USPS for postage discounts
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary
- 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:

<p><b><u>STANDARD PRODUCTION REQUESTS:</u></b>                  Contact your assigned Account Manager</p> <p>Escalation Contact –                  Client Relations Manager                  972.462.5405</p>	<p><b><u>URGENT PRODUCTION REQUESTS:</u></b>                  Email – <u>DPList-FirstResponseTeam@dataprose.com</u>                  Phone – 972.462.5411</p> <p>Escalation Contact –                  Client Relations Manager                  972.462.5405</p>	<p><b><u>AFTER-HOURS PRODUCTION REQUESTS:</u></b>                  Email – <u>DPList-FirstResponseTeam@dataprose.com</u>                  Phone – 972.462.5411</p> <p>IF NO RESPONSE IN 30 MINS,                  Call After-Hours HOTLINE                  888.856.3185</p>
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### SSAE 16

Under our SSAE 16 Compliance, all processes are certified compliant and annually audited.



## 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.

## 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 (Coppell, TX. and Sacramento, CA) and 3rd Party Alternate Work Site Agreements.

### 5. Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way, serve to back one another up.

Business Continuity Plans are consistent with the following steps:

#### Declaration:

DataProse will communicate to all customers that a disaster has been declared and that DataProse is operating in disaster recovery mode.

DataProse will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities.

All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting and mailing functions will take place.



**Data Transmission:**

Upon a disaster declaration by DataProse, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (DataProse will provide assistance to those customers wishing to use the internet to ensure connectivity).

**Printing:**

Printing will be performed by the alternate processing facilities or the third-party print and mail vendor.

DataProse will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.

DataProse will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

**Inserting:**

Inserting will be performed by the alternate processing facilities or the third-party print and mail vendor.

Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues.

DataProse will continue to handle and be responsible for special handling needs - processing holds, etc.

Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

**Zip Sorting:**

DataProse will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.

DataProse will provide a report of volume for work processed each day.

**Production Services:**

DataProse will continue to perform job reconciliation and postage payment functions.

DataProse will continue to perform reprint capabilities.

**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.

**REFERENCES:**

<p>NAME:                  ADDRESS:                  CITY, STATE, ZIP:                  CONTACT PERSON:                  TELEPHONE:                  E-MAIL:</p>	<p>City of Fort Worth                  200 Texas Street                  Fort Worth, TX 76102                  Charmaine Baylor                  817-392-6629  <a href="mailto:charmaine.baylor@fortworthtexas.gov">charmaine.baylor@fortworthtexas.gov</a></p>
<p>NAME:                  ADDRESS:                  CITY, STATE, ZIP:                  CONTACT PERSON:                  TELEPHONE:                  E-MAIL:</p>	<p>City of Plano                  1520 K Avenue                  Plano, TX 75074                  Stephanie Foster                  972-941-5167  <a href="mailto:stephani@plano.gov">stephani@plano.gov</a></p>
<p>NAME:                  ADDRESS:                  CITY, STATE, ZIP:                  CONTACT PERSON:                  TELEPHONE:                  E-MAIL:</p>	<p>City of Garland                  200 N. Fifth Street                  Garland, TX 75040                  Mike Rader                  972-205-2648  <a href="mailto:mrader@garlandtx.gov">mrader@garlandtx.gov</a></p>
<p>NAME:                  ADDRESS:                  CITY, STATE, ZIP:                  CONTACT PERSON:                  TELEPHONE:                  E-MAIL:</p>	<p>City of McKinney                  222 N. Tennessee Street                  McKinney, TX 75069                  Alexandra Casey                  972-547-7548  <a href="mailto:adcasey@mckinneytexas.org">adcasey@mckinneytexas.org</a></p>
<p>NAME:                  ADDRESS:                  CITY, STATE, ZIP:                  CONTACT PERSON:                  TELEPHONE:                  E-MAIL:</p>	<p>City of Great Falls                  2 Park Drive South                  Great Falls, MT 59403                  Laura Lynch                  406-455-8440  <a href="mailto:llynch@greatfallsmt.net">llynch@greatfallsmt.net</a></p>

## RESPONSES TO THE SCOPE OF WORK

### 3.1 REQUIREMENTS

The contractor shall provide printing/mailing services of the utility billings and backup for printing/mailing past due notices for the City of Columbia in accordance with the provisions and requirements specified herein. The contractor shall also provide printing, inserting, special mail sorting services, mailroom services, and other services as specified herein, as needed and as requested.

- Services must be provided on a daily basis (weekdays other than City Holidays). The City of Columbia makes no guarantee of a minimum or maximum amount of service which shall be required from the contractor.
  - ✓ DataProse meets this requirement.
- Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
  - ✓ DataProse meets this requirement.
- The contractor must be available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except City recognized Holidays.
  - ✓ DataProse meets this requirement.
- The City shall make every attempt to give the Contractor reasonable notice when services shall be required in an emergency situation.
  - ✓ DataProse understands this requirement and is able to comply with the needs of the City.
- The City will provide 30-day notice for any process changes.
  - ✓ DataProse complies with this request.
- The contractor shall assume full responsibility for the utility bills (printing/mailing) until the mail is in possession of the United States Post Office.
  - ✓ DataProse meets this requirement.

### 3.2 PRINTING/MAILING

Before outsourcing the printing/mailing of utility bills can take place, the following steps need to be established with the Contractor:

- Determine the best method of delivering the Melissa Data (Mailers) documents to the Contractor
  - If by PRN/PCL file format, verify the output of the Mailers document with the Post Office.
    - ✓ It is our understanding these actions will take place prior to the final PDF file being uploaded to DataProse.
- Determine the best method of delivering the utility bills (PCL5, softfonts, & template)/ (Email, FTP, courier).
  - ✓ Client can upload data via SFTP or through our client portal, DPAuto.
- Determine ways to reduce the printing cost.
  - ✓ Both, production and postal savings can be achieved through increased electronic adoption; self-service environments, electronic presentment and electronic payment. DataProse will work with the City to determine additional options for consideration of reducing costs.
- Coordinate with the City of Columbia's Community Relations Department for the delivery of updated insert each month.
  - ✓ DataProse meets this requirement.

- Establish procedures for pull bills.
  - ✓ DataProse can support “pulls” throughout the production process at any point between file receipt and the mail piece being introduced into the mail system. All requests are facilitated through our Account Management team. Assuming the mail piece has been produced, the operations team will manage the retrieval of the impacted mail piece through the ADF or control line indicator, which will identify where the piece resides in the production stream. Some clients have chosen to utilize our automated **DP View and Approve** application to hold and view document samples prior to the release into production. There is no charge for this function.
- Education and training of Contractor’s personnel on sort group categories (i.e. inserts, return envelopes, etc.)
  - ✓ DataProse meets this requirement.
- Special Requirements for Past Due Bills:
  - The City prints past due utility bill letters each day through CIS Infinity and then converted to pdfs for printing.
    - ✓ DataProse complies with this requirement for the needs of the City.

### 3.3 MAIL SORTING

- The Contractor shall tray the mail and provide the City with an accurate total count. Daily follow up will be required for accountability/verification purposes.
  - ✓ DataProse meets this requirement.
- The Contractor shall sort the mail complying with US Post Office permit mailing guidelines.
  - ✓ DataProse meets this requirement.
- After completing the sorting services, the Contractor shall deliver the mail to the United States Post Office designated by the City the same day of printing. This will include filling out any forms required of the US Post Office for the mailing.
  - ✓ DataProse meets this requirement. USPS employees will approve and enter the City’s mail into the mail stream on premise. This is a huge advantage to our customers as it helps minimize time in the mail. DataProse is confident that the City will be satisfied with our service levels.
- The Contractor shall satisfy all requirements of the United States Postal Service.
  - ✓ DataProse meets this requirement.
- The Contractor must use software which is CASS certified and must maintain any other certification required by the United States Postal Service. The Contractor must maintain such certification throughout the term of the contract. The Contractor must provide proof of such certification if requested by the City of Columbia. The Contractor is required to provide a copy of this certification with their proposal.
  - ✓ DataProse utilizes USPS CASS, PAVE and DPV for address cleansing and presorting to provide the best possible postage rate. The presorting software package ensures that all pieces are sorted to the finest level to achieve maximum postage discounts and that the proper reporting and documentation is in place to meet USPS requirements. DataProse also provides NCOALink and Address Change Service (ACS) capabilities to help maintain correct addresses within your system as well as USPS IMb Tracing services.

### 3.4 MAIL PREPARATION

The Contractor shall provide one or any combination of the following services in accordance with

the City's directions. Some adaptations will be made due to the addition of printing of some/all items:

- Envelopes, return envelopes  
Note: The City of Columbia currently has a contract with an envelope vendor. Arrangements will be made between Contractor and envelope vendor to maintain an inventory of needed items.
- Envelope stuffing with business rules recognized by barcodes (including, but not limited to, multiple bills, BREs based on type of payment method, applicable inserts, etc.)
- Folding newsletters or other inserts
- Tabbing newsletters or inserts
- Collating inserts
- Sealing envelopes
  - ✓ DataProse is bidding this as a full-service turn-key solution to provide all items necessary to complete the scope of work requested in this RFP.

After completing all required services, the contractor shall sort the mail in accordance with the requirements specified herein. The contractor shall return all unused supplies and inserts to the City of Columbia.

- ✓ DataProse meets this requirement.

Bad addresses will be handled by the Contractor and United State Postal Services using the National Change of Address database. The forwarding address list provided by USPS will be sent to the City of Columbia within one week of receiving the list.

- ✓ CASS Certification is included in every file. NCOA is available as an option to our clients.

The contractor shall complete any requested mail preparation services within a designated time frame which is mutually agreeable to the contractor and the City of Columbia.

- ✓ DataProse processes and mails bills created from the City's daily files within a 24-hour time period. Same day processing is available if the data file is received by 11:00 AM CST.

The 12of5 barcode on the bill (for processing mailed payments) must be able to be scanned by the City of Columbia.

- ✓ DataProse meets this requirement.

The PostNet barcode has been reviewed and approved by the United States Postal Service.

- ✓ As a first-class mailer, DataProse uses IMB barcode approved by the USPS.

### **3.5 INVOICE AND PAYMENT REQUIREMENTS**

The Contractor must submit a monthly invoice for services to the address specified by the City of Columbia. Invoicing format must accommodate the City of Columbia system. Format must be proposed and approved by the City. The Contractor shall be paid in accordance with the firm, fixed prices stated. Contract prices are fixed for the term of the contract (1 year).

- ✓ DataProse complies with this requirement. Clients are billed on a monthly basis.

In the event of a material change in the United States Postal Service regulations as determined by the City of Columbia, the Contractor shall be entitled to a corresponding and similar increase or decrease in the contract prices quoted. Such change shall be accomplished by formal written amendment to the contract.

- ✓ DataProse agrees with this requirement.

Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

- ✓ DataProse agrees with this requirement.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**DataProse, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1122 W. Bethel Rd, Suite 100**

**6** City, state, and ZIP code  
**Coppell, TX 75019**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

Or

**Employer identification number**

4	5	-	3	3	7	0	2	9	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ 

Date ▶ **1/3/19**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

65	Please provide color scanned samples of your bill, late notices and envelopes.	See Attachments 1, 2, and 3 of Addendum 1. The late notices are printed on bright orange paper.
66	Please provide your current pricing.	See Attachment 4 of Addendum 1.
67	To clarify section 3.4 regarding the envelopes, are we to exclude the envelope cost in our pricing?	Please provide costs for with and without envelopes. Right now, the City uses a separate vendor.
68	On line 1of the pricing page, it states blue and black. Is any variable data printed in blue or is it static information?	Static information.

**ACKNOWLEDGEMENT OF ADDENDUM #1**

The undersigned Respondent hereby certifies that the information set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Proposal No. 95/2019. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

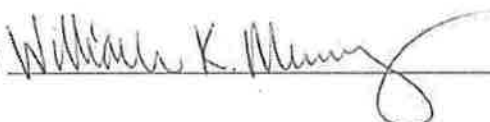
Firm DataProse, LLC. Date 6/26/2019

Signed William K. Murray

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the information set forth in this Addendum #2 has been incorporated in their proposal and are a part of Request for Proposal No. 95/2019. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm DataProse, LLC. Date 6/26/2019

Signed 





# LAGRANGE

GEORGIA

P.O. BOX 4410  
 LA GRANGE, GEORGIA 30241-088  
 706.883.2030 | utilities@lagrange.net  
 www.lagrange.net

## UTILITY STATEMENT

ACCOUNT NUMBER	9999999-99
TOTAL AMOUNT DUE	\$115.00
BILLING DATE	03-17-2015
PAST DUE AFTER 5:00 P.M. ON	03-31-2015

NAME	CUSTOMER #	SERVICE ADDRESS	POWER ADJ	GAS ADJ	BTU ADJ	KW DEMAND
JOHN Q SAMPLE JR	99999	12345 SAMPLE DR	\$0.000	\$0.6000	1.0227	0

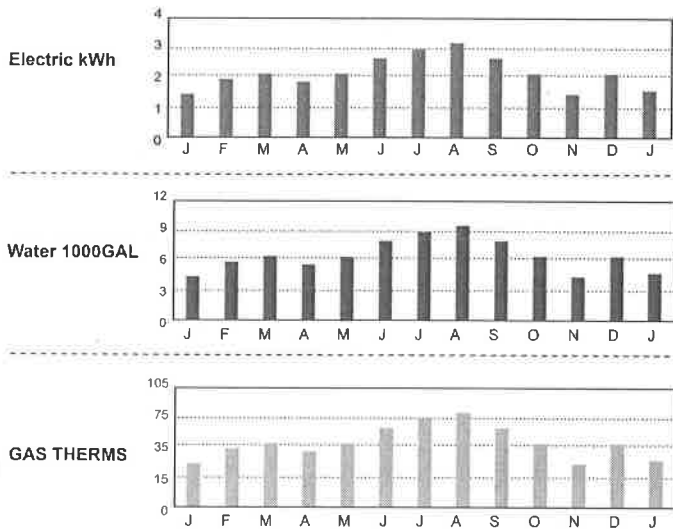
Did you know that most power outages are caused by tree limbs? You can help us keep your power on by planting large trees like oak, maple and magnolia at least 50 feet away from overhead high voltage power lines.

TO BE PAID BY AUTODRAFT  
 LEVELIZED BILL BALANCE \$103.00

METERED SERVICES	METER #	READING DATES FROM	READING DATES TO	BILL DAYS	READ CODE	METER READINGS FROM	METER TO	METER MULTIPLIER	USAGE KWH, CCF, 1000 GAL
WATER	0099999999	02-11-2015	03-12-2015	29	MR	781	0785	1	4
GAS	0000009999	02-11-2015	03-12-2015	29	MR	7177	7271	1	94

METER3  
 METER4  
 METER5  
 METER6

### YOUR MONTHLY USAGE: ELECTRIC, WATER & GAS



### ACCOUNT DETAIL

PREVIOUS BALANCE	\$102.00
PAYMENT 09-12-2015	-\$2.00
PAYMENT 09-11-2015	-\$3.00
PAYMENT 09-11-2015	-\$2.00
PAYMENT 09-11-2015	-\$2.00
PAYMENT 09-11-2015	-\$5.00
PAYMENT 09-11-2015	-\$2.00
PAYMENT 09-11-2015	-\$2.00
PAYMENT 09-11-2015	-\$2.00
PAYMENT 09-11-2015	-\$102.00
<b>BALANCE FORWARD</b>	<b>-\$20.00</b>

### CURRENT CHARGE SUMMARY

RESIDENTIAL GAS SERVICE	\$112.78
REFUSE 68 GALLON CAN	\$14.00
SHARE CONTRIBUTION	\$5.00
SALES TAX	\$7.90
LEVELIZED DEFERRED AMOUNT	-\$45.42
ROUND UP	\$0.66

CURRENT CHARGES CONTINUED ON NEXT PAGE>>

FOLD AND DETACH HERE - PLEASE RETURN BOTTOM PORTION WITH PAYMENT



# LAGRANGE

GEORGIA

P.O. BOX 4410  
 LA GRANGE, GEORGIA 30241-088



\*\*SINGLE-PIECE 1 SGL 90348AA24-A-1  
 4 1 SP 0.480



JOHN Q SAMPLE JR  
 12345 Sample Drive  
 LAGRANGE GA 30241-0088

ACCOUNT NUMBER	9999999-99
TOTAL AMOUNT DUE	\$115.00
PAST DUE AFTER 5:00 P.M. ON	03-31-2015



## CONFIDENTIAL



CITY OF LAGRANGE  
 PO BOX 4410  
 LAGRANGE GA 30241-0088

LAGR000000099999999999000001150003312015

Visit our website at [www.lagrange.net](http://www.lagrange.net) to pay your bill by credit card (residential only) or eCheck, to request new services, to view utility history, or to sign up for autodraft.

A late charge equal to the greater of \$2.00 or 5% is included on this bill if your previous bill was not paid by the due date.

If your bill is not paid by 5:00 p.m. on the due date printed on the front of this statement, services may be discontinued and an administrative fee added to your account balance.

The City does not guarantee an uninterrupted or undisturbed supply of utility services. The City will not be responsible for any loss or damage resulting from the interruption or disturbance of utility services. The City will not be liable for any loss of profits or other consequential damages resulting from the use of utility services or any interruption or disturbance of utility services. The City shall not in any way be responsible for the transmission, use, or control of electrical energy, natural gas, or water beyond the point of connection to the customer's premises.

Utility bills are automatically rounded up to the next whole dollar, and these funds are used to help seniors and low income families. If you do not wish to participate, please contact us to be removed from the program.

**CONFIDENTIAL**

---

SOFTWARE	A1. CASS				
	CASS CERTIFIED COMPANY NAME SAP AMERICA, INC.		CONFIGURATION STD		
	CASS CERTIFIED SOFTWARE NAME & VERSION ACE 8.06.00.N				
	Z4CHANGE CERTIFIED COMPANY NAME		CONFIGURATION		
	Z4CHANGE SOFTWARE NAME & VERSION				
	ELOT CERTIFIED COMPANY NAME SAP AMERICA, INC.		CONFIGURATION STD		
ELOT SOFTWARE NAME & VERSION ACE 8.06.00.N					
A2. MASS					
MASS CERTIFIED COMPANY NAME					
MASS CERTIFIED SOFTWARE NAME & VERSION					
CONFIGURATION		MLOC SERIAL NUMBER			
LIST	B1. LIST PROCESSOR		B2. DATE LIST PROCESSED		B3. DATE OF DATABASE
	DATAPROSE LLC		MASTER FILE: 12-MAR-19		ZIP+4 FILE: 01/2019
			Z4CHANGE:		Z4CHANGE:
			ELOT: 12-MAR-19		ELOT: 01/2019
			CRIS:		CRIS:
	B4. ADDRESS LIST NAME ACE.DAT		B5. NUMBER OF LISTS 1		B6. TOTAL ADDRESSES 1437
OUTPUT	CASS OUTPUT RATING		TOTAL CODED	VALIDATION PERIOD FROM TO	
	C1. RECORDS ZIP4/DPV CONFIRMED		1430	03/12/2019   09/08/2019	
	C2. RECORDS Z4CHANGE PROCESSED		0	XXXXXXXXXX   XXXXXXXXXXXX	
	C3. RECORDS 5-DIGIT CODED		1437	03/12/2019   03/11/2020	
	C4. RECORDS CR RT CODED		1433	03/12/2019   06/10/2019	
	C5. RECORDS ELOT ASSIGNED		1430	03/12/2019   06/10/2019	
MAILER	D1. SIGNATURE OF MAILER		D2. DATE SIGNED		
	I CERTIFY THAT THE MAILING SUBMITTED WITH THIS FORM HAS BEEN CODED (AS INDICATED ABOVE) USING CASS CERTIFIED SOFTWARE MEETING ALL OF THE REQUIREMENTS LISTED IN THE DMM SECTION 602.		D3. NAME & ADDRESS OF MAILER DATAPROSE LLC 1122 W BETHEL RD STE 100		
	FOR INFORMATIONAL PURPOSES ONLY: QSS IS SOLELY MADE AVAILABLE FOR THE LIST PROCESSOR'S REVIEW AND ANALYSIS. THIS INFORMATION IS NOT TO BE CONSIDERED BY U.S. POSTAL SERVICE PERSONNEL IN DETERMINING RATE ELIGIBILITY UNDER ANY CIRCUMSTANCES.				
QSS	HIGH RISE DEFAULT	HIGH RISE EXACT	RURAL ROUTE DEFAULT	RURAL ROUTE EXACT	LACSLINK
	15	19	0	0	1
	EWS	SUITELINK			
	0	0			



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Sophie Heidenreich &lt;sophie.heidenreich@como.gov&gt;

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**RFP 95/2019 Clarification Questions**

2 messages

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**Sophie Heidenreich** <Sophie.Heidenreich@como.gov>  
To: bmurray@dataprose.com

Thu, Aug 1, 2019 at 1:31 PM

Good afternoon,

The City of Columbia is currently reviewing the responses for this RFP. Please respond to the two clarifying questions below. I request that you provide answers by Monday, August 5th. Thank you!

Does your firm offer printing of formatted bills? Can you format the bills based on submitted data or both?

Does your firm have customers using Harris software? Are they on V4 of CIS?

***Sophie M. Heidenreich***

Senior Procurement Officer  
City of Columbia  
573-874-7687  
sophie.heidenreich@como.gov

---

**Tim Zombik** <tzombik@dataprose.com>  
To: "sophie.heidenreich@como.gov" <sophie.heidenreich@como.gov>

Thu, Aug 1, 2019 at 3:15 PM

Hi Sophie,

We can print from both pdf input and data file input. We can take and use your existing design or come up with a new custom design during implementation at no cost to the City. If it is PDF input we might need to make minor adjustments so that the necessary information will show through the window envelope. If it is a data file we will format it to fit into our window envelopes from the beginning.

Yes, we have multiple clients using Harris software. I am not sure what version each client uses since this information is usually not in the data file. We have worked with clients that utilize Harris software for well over a decade and have not experienced anything we cannot work with regarding a Harris client.

Please let me know if there is anything else I can assist with.

Thank you!

---

TIM ZOMBIK | SALES MANAGER - UTILITIES | 972.462.5479 OFFICE | 972.462.5428 FAX



[Quoted text hidden]

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the DATAPROSE, LLC. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's

employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

## **B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the



prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

- an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
  5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
  6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the Initial inquiry.
  9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

- contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
  3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
  4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
  5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
  6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    - A. Scanning and uploading the document, or
    - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
  7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
  8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
  9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **MODIFICATION AND TERMINATION**

###### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

###### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

## ARTICLE VI

### PARTIES

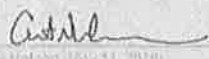
- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. DATAPROSE, LLC. (Employer) hereby designates and appoints IVAN ROJAS (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:613842

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer DataProse, LLC	
Name (Please Type or Print) Curtis Nelson	Title COO
Signature  <small>Curtis Nelson (May 11, 2018)</small>	Date
E-Verify Employer Agent Engage HRO	
Name (Please Type or Print) IVAN ROJAS	Title
Signature Electronically Signed	Date May 07, 2018
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:613842

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	DATAPROSE, LLC.
Company Facility Address	1122 W BETHEL RD STE 100 COPPELL, TX 75019
Company Alternate Address	
County or Parish	Dallas
Employer Identification Number	45-3370297
North American Industry Classification Systems Code	Printing And Related Support Activities (323)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number:613842

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

Texas	1
-------	---



Company ID Number:613842

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	CURTIS NELSON
Phone Number	(972) 462-5410
Fax Number	
Email Address	CNELSON@DATAPROSE.COM

**EXHIBIT C**

**CONTRACTOR'S PRICING**

EXHIBIT B  
PRICING PAGE

Line Item	Description	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
1	Printing of regular utility bills. Two color imprint: blue and black	64,000	\$23,808.00	\$24,284.16	\$24,769.84	\$25,625.24	\$25,770.54
2	Printing of regular utility bills. One color imprint: black	64,000	\$23,040.00	\$23,500.80	\$23,970.82	\$24,450.23	\$24,939.24
3	Mailing of regular utility bills	64,000	\$15,360.00	\$16,667.20	\$15,980.54	\$16,300.15	\$16,626.16
4	Printing of past due utility bills. Two color imprint: blue and black	15,000	\$6,480.00	\$6,609.60	\$6,741.79	\$6,876.63	\$7,014.16
5	Mailing of past due utility bills	15,000	\$3,600.00	\$3,672.00	\$3,745.44	\$3,820.35	\$3,896.76
6	Additional inserts	\$0.005 each					
7	Folding inserts	\$0.005 each					
8	Tabbing	N/A					

Offeror may attach additional pages for any additional costs.

**Pricing for Envelopes and Optional Services are included in this response.**

**ENVELOPE PRICING:**

Description	Quantity	Unit Cost/Ea.	Year 1	Year 2	Year 3	Year 4	Year 5
DataProse #10 Outer Envelope w/Window	64,000	\$0.0175	\$13,440.00	\$ TBD*	\$ TBD*	\$ TBD*	\$ TBD*
Custom Business Return Envelope (From RFP Sample)	64,000	\$0.027	\$20,736.00	\$ TBD*	\$ TBD*	\$ TBD*	\$ TBD*
DataProse Return Envelope w/Window	64,000	\$0.013	\$9,984.00	\$ TBD*	\$ TBD*	\$ TBD*	\$ TBD*

\*Envelope prices for years 2 through 5 are to be determined based on possible paper increase costs in the market.

**OPTIONAL SERVICES PRICING:**

Description	Cost	
Statement Archive - includes 12 months of storage	\$0.007	Ea.
Additional Impressions	\$0.03	Ea.
Oversized bills (8-99 pages) <ul style="list-style-type: none"> <li>- includes 9 x 12 envelope</li> <li>- for hand inserting of statements greater than 8 pages</li> </ul>	\$0.35	Ea.
E-billing transactions (details on DP E-Bill page)	\$0.06	Ea.
Additional programming – client requested/approved	\$125.00	Hour
NCOALink (Address Correction/Update)	\$0.25	Correction
Special Handling – Overnight + FedEx charge	Cost	Ea.
Estimated Postage Cost / 1-3oz. Piece – Assumes 5-Digit presort qualification. Actual postage will apply.	\$0.383	Ea.

## 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:

Description	Frequency	Fee	Frequency
Implementation (includes one email template) and Initial Setup		\$300.00	One Time
Annual License/Subscription Fee		Waived	Annually
Additional Email Template Setup		\$300.00	Per Email Template
Standard Email Transaction		\$0.06	Per Email

**AMENDMENT  
to the  
2020 AGREEMENT FOR PRINTING AND MAILING SERVICES**

This Amendment to the 2020 Agreement between the **CITY OF COLUMBIA** ("CITY"), and **DataProse LLC**, ("Contractor") is made as of the date of the last signatory noted below ("Amendment Effective Date").

**RECITALS**

WHEREAS, on February 12, 2020 ("Effective Date"), CITY and Contractor entered into an Agreement ("2020 Agreement") for printing and mailing services related to the printing and mailing of utility bills and utility related documents; and

WHEREAS, the Parties have previously amended the 2020 Agreement to provide for new pricing;

WHEREAS, the Parties hereto desire to formally amend the 2020 Agreement as previously amended with this Amendment (hereinafter "Amendment") and desire to be bound by the terms contained in the 2020 Agreement, as previously amended, and as now amended or supplemented by those terms contained in this Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2020 Agreement, as follows:

1. The first Whereas clause of the 2020 Agreement shall be amended to remove "utility related".
2. The second Whereas clause of the 2020 Agreement shall be removed and replaced with "Whereas, Contractor submitted a proposal and pricing response to meet City's needs for the printing and mailing of utility bills and utility related documents. Contractor has now submitted proposed pricing to print and mail other types of documents, as set forth in Exhibit D."
3. The third Whereas clause of the 2020 Agreement shall be amended to remove "utility related".
4. Section 1(a) of the 2020 Agreement shall be removed and replaced with the following:  
"(a) "Contractor Services and Pricing Guide" shall mean a list of all Services that Contractor offers for sale and the corresponding prices as set forth in Exhibit D, attached hereto and made a part of this Agreement."
5. The following sentence will be added as the last sentence of Section 1(b) of the 2020 Agreement:  
"Services shall also mean any printing and/or mailing services authorized by the City pursuant to the pricing set forth in Exhibit D."
6. Section 2.2 will be amended to add the following sentences to the end of the paragraph: "An increase or decrease in the Contractor's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's profit. All written requests

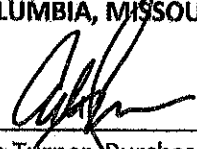
for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City's Purchasing Agent at least thirty (30) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Any increase in price is capped at fifteen percent (15%)."

7. Section 2.5 will be added to the 2020 Agreement:  
"2.5 Authority to transact business within the State of Missouri. Contractor shall maintain authority to transact business within the State of Missouri."
  
8. Section 4.1 of the 2020 Agreement shall be removed and replaced with the following:  
"4.1 Term. The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for up to four (4) successive one (1) year terms, unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of the Agreement. In no event shall this Agreement be binding on either Party beyond five (5) years and three months from the Effective Date."
  
9. Section 5.9 of the 2020 Agreement shall be amended to remove the Exhibit list and to replace it as follows:  
Exhibit:  
  - A City's Request for Proposal
  - B Contractor's Response
  - C Contractor's Pricing Guide for Initial Term
  - D Contractor's Services Pricing Guide Effective as of the Amendment Effective Date
  
10. Section 5.11 and 5.12 shall be added to the 2020 Agreement:  
"5.11 Sunshine Law and Confidentiality. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Contractor shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Contractor shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services.  
5.12 Electronic Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement."
  
11. All other terms of the 2020 Agreement, as previously amended, shall remain unchanged and in full force and effect.

**(Signatures on Following Page)**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the 2020 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By:   
Cale Turner, Purchasing Agent  
Date: 5/5/22

APPROVED AS TO FORM:

By: N. Thompson by rw  
Nancy Thompson, City Counselor/rw rw

Data Prose, LLC

By: William K. Murray  
Name and Title: William K. Murray, CEO  
4/21/22  
Date



Exhibit D

Contractor's Services and Pricing Guide Effective as of the Amendment Effective Date

EXHIBIT B  
PRICING PAGE

Line Item	Description	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
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6	Additional inserts	\$0.005 each					
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8	Tabbing	N/A					

Offeror may attach additional pages for any additional costs.

**Pricing for Envelopes and Optional Services are included in this response.**



**ENVELOPE PRICING:**

Description	Quantity	Unit Cost/Ea.	Year 1	Year 2	Year 3	Year 4	Year 5
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Additional Impressions	\$0.03	Ea.
Oversized bills (8-99 pages)	\$0.35	Ea.
- Includes 9 x 12 envelope		
- for hand inserting of statements greater than 8 pages		
E-billing transactions (details on DP E-Bill page)	\$0.06	Ea.
Additional programming – client requested/approved	\$125.00	Hour
NCOALink (Address Correction/Update)	\$0.25	Correction
Special Handling – Overnight + FedEx charge	Cost	Ea.
Estimated Postage Cost / 1-3oz. Piece – Assumes 5-Digit presort qualification. Actual postage will apply.	\$0.383	Ea.



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**PRODUCT PRICING:**

Description	Frequency	Fee	Frequency
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Annual License/Subscription Fee		Waived	Annually
Additional Email Template Setup		\$300.00	Per Email Template
Standard Email Transaction		\$0.06	Per Email



Click to Order Online quote valid for 30 days

QUOTE ID	1267.2
QUOTE DATE	March 18, 2022
CUSTOMER	Columbia, City of
ACCOUNT	
CUSTOMER PO	
TURNAROUND	
SALESPERSON	
ESTIMATOR	Tamara Summers

**BILL TO**  
 CITY OF COLUMBIA  
 ATTN: ACCOUNTS PAYABLE  
 701 E BROADWAY  
 COLUMBIA, MO 65201-4465

CONTACT	
EMAIL	
PHONE	
FAX	

**Project: City of Columbia Mailer**

	DESCRIPTION	Quantity	35000	45000	55000
01	4/4 City of Columbia PG 4.000 x 6.000 inches 100 Pro Digital Gloss Coated Cover 12x18  Addressing vardat on press				
		UNIT PRICE	0.0784	0.0683	0.0675
		SUB TOTAL	\$2743.02	\$3075.22	\$3711.32
02	Mail Services	Quantity	1	1	1
	MEMO Data Process	UNIT PRICE	795.	795.	795.
		SUB TOTAL	\$795.00	\$795.00	\$795.00
03	Postage Used - 1st Class	Quantity	1	1	1
		UNIT PRICE	10,850.	13,950.	17,050.
		SUB TOTAL	\$10850.00	\$13950.00	\$17050.00
		<b>TOTAL QUOTE</b>	<b>\$14388.02</b>	<b>\$17820.22</b>	<b>\$21556.32</b>

**NOTES**

**Must Be In Hands 4/01**

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

Above prices do not include postage, shipping fees or sales tax. Prices based upon receipt of "press ready" artwork. Graphic design and artwork correction services available at \$65.00 per hour. Rush turnarounds subject to approval and availability. All quotations are valid for 30 days.

**EXHIBIT B  
PRICING PAGE**

Line Item	Description	Qty	Column1	Current	Year 1	Year 2	Year 3	Year 4	Year 5
1	Printing of regular utility bills. Two color imprint: blue and black	68,000	Total	\$27,744	\$28,246	\$28,757	\$29,278	\$29,808	\$30,347
2	Printing of regular utility bills. One color imprint: black	68,000	Total	\$26,928	\$27,415	\$27,912	\$28,417	\$28,931	\$29,455
3	Mailing of regular utility bills	68,000	Total	\$17,952	\$18,277	\$18,608	\$18,945	\$19,287	\$19,637
4	Printing of past due utility bills. Two color imprint: blue and black	20,000	Total	\$7,440	\$7,575	\$7,712	\$7,851	\$7,993	\$8,138
5	Mailing of past due utility bills	20,000	Total	\$4,320	\$4,398	\$4,478	\$4,559	\$4,641	\$4,725
6	Additional inserts	1	Each	\$0.005	\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
7	Folding inserts	1	Each	\$0.005	\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
8	Tabbing	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	DataProse #10 Outer Envelope w/ window	68,000	Each	\$0.020	\$0.029	\$0.029	\$0.030	\$0.031	\$0.032
10	Custom Business Return Envelope	68,000	Each	\$0.031	\$0.031	\$0.032	\$0.032	\$0.033	\$0.033
11	DataProse Return Envelope w/ window	68,000	Each	\$0.015	\$0.024	\$0.024	\$0.025	\$0.025	\$0.025
12	Statement Archive – 12 months of storage	1	Each	\$0.007	\$0.008	\$0.008	\$0.008	\$0.009	\$0.009
13	Additional impressions	1	Each	\$0.035	\$0.035	\$0.035	\$0.035	\$0.035	\$0.035
14	Oversized Bills (8-99 pages) -includes 9x12 envelope -for hand inserting of statements greater than 8 pages	1	Each	\$0.406	\$0.413	\$0.421	\$0.428	\$0.436	\$0.444
15	E-billing transactions (details on DP E-Bill page)	1	Each	\$0.060	\$0.060	\$0.060	\$0.060	\$0.080	\$0.080
16	Additional Programming – Client Requested/approved	1	Each	\$125	\$125	\$125	\$125	\$125	\$125
17	NCOALink (Address correction/update)	1	Each	\$0.250	\$0.250	\$0.250	\$0.250	\$0.250	\$0.250
18	Special Handling – Overnight + FedEx charge	1	Each	Cost	Cost	Cost	Cost	Cost	Cost
19	Estimated Postage Cost/1-3oz piece. Assumes 5-digits presort qualification. Actual postage will apply	1	Each	\$0.504	\$0.504	\$0.504	\$0.504	\$0.504	\$0.504
20	Postcard (standard size) printing and mailing (as needed)	?	Each	Qty Based	\$0.295	\$0.300	\$0.306	\$0.311	\$0.317

Offeror may attach additional pages for any additional costs.