

7467



City of Peoria, Arizona Notice of Request for Proposal



ORIGINAL

Request for Proposal No: **P07-0079** Proposal Due Date: **May 17, 2007**
 Materials and/or Services: **Automated Mail Processing for Utility Billing** Proposal Time: **5:00 P.M. MST**
 Contact: **Christine Finney**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: JANE KERRY Telephone: 602.438.8400 fax: 602.438.2296
 Company Name: SOURCECORP Authorized Signature for Offer: [Signature]
 Address: 3826 E. WATKINS Printed Name: JANE KERRY
 City: PHOENIX State: AZ Zip Code: 85032 Title: PROJECT MANAGER

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: [Signature]
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 8/23/07

Approved as to form: [Signature]
 Stephen M. Kemp, City Attorney

Contract Number: L CON 07207
 Contract Awarded Date: 8/22/07

Official File: _____
[Signature]
 Terrence L. Ellis, City Manager





SOLICITATION AMENDMENT

Materials Management Procurement
 8314 West Cinnabar Avenue
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P07-0079
 Description: Automated Mail Processing for Utility Billing and Sales Tax Licensing
 Amendment No: One (1)
 Solicitation Due Date: **May 22, 2007**
 Solicitation Due Time: 5:00 PM Arizona Time

Buyer: Christine Finney

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation due date is hereby changed to May 22, 2007 at 5:00 PM, Arizona Time

The following Questions were received and Answers are being provided:

- Q1. Does the City currently offer online bill payment through the Online Utility Account Access Website?
 A2. *Yes, the City currently offers customers the ability to pay their bill online.*
- Q2. Is the City interested in offering customers the ability to turn off their paper bills?
 A2. *Possibly, as an optional service enhancement.*
- Q3. With regards to the Online Bill Viewing, how long should customers be able to view their past bills?
 A3. *Due to the City's records retention policy, three (3) years.*
- Q4. How many customers are currently enrolled in the Direct Pay network?
 A4. *6,126*
- Q5. What file format is used for the Utility Billing?
 A5. *All Utility data is sent to the vendor via a text file (flat file).*
- Q6. What file format is used for the Sales Tax & Licensing?
 A6. *All Sales Tax data is sent to the vendor as an xml file.*
- Q7. Are samples of the documents available?
 A7. *Yes. Samples have been scanned and attached to this Amendment.*
- Q8. What is the total number of submissions per month?
 A8. *Five (5)*

Nothing Further

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Jane Kerry *5/17/07*
 Signature Date

JANE KERRY PROJECT MANAGER at Peoria, Arizona
 Typed Name and Title

SOURCECORP
 Company Name

3826 E. WATKINS
 Address

PHOENIX AZ 85034
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 11, 2007

Christine Finney
 Christine Finney
 Buyer



Statement Solutions
3826 E. Watkins
Phoenix, AZ 85034
phone. 602.438.8400
fax. 602.438.8900
www.srcp.com

Christine Finney, Buyer
City of Peoria
8401 West Monroe
Peoria, AZ 85354

July 10th, 2007

Re: City of Peoria Solicitation Number P07-0079, Best and Final Offer
Automated Mail Processing for Utility Billing & Sales Tax Licensing

Dear Ms. Finney

Following you will find the information requested in your letter dated July 3rd, 2007.

1. E – Mail Notification for E-presentment

The unit cost for SOURCECORP to provide e- mail notification **only**, to inform City of Peoria customers that their bill is ready to view.

Per Customer E mail notification sent: 5 c
Minimum monthly flat charge for this service \$ 150.00

2. NCOA processing to decrease return mail

NCOA Link service is provided as an option for the City's consideration.

\$ 3.00 per 1000 addresses processed.

(Please note that pricing for this service may vary depending on variance in market pricing. The City of Peoria will be informed prior to any price change being applied.)

3. Cost Breakdown per Form

SOURCECORP will provide a new breakdown of "total cost per mail piece" if the cost for the base form or envelope stock changes. The presentment of the revised total cost will mirror the format provided to the City of Peoria June 13th, 2007.

I hope that this information does cover what you were looking to receive in the Best and Final response. Please do not hesitate to contact me if you do have any additional questions.

Regards,


Jane Kerry
VP Sales – SOURCECORP West.



City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

July 3, 2007

Jane Kerry, VP of Sales
SourceCorp
3826 E. Watkins
Phoenix, Arizona 85034

RE: City of Peoria Solicitation Number P07-0079, Best and Final Offer
Automated Mail Processing for Utility Billing & Sales Tax Licensing

Dear Ms. Kerry:

Thank you for taking the time to present your company to us during the interview portion of the selection process for the above referenced Request for Proposal. The City of Peoria is requesting that SourceCorp submit a new cost proposal specifically addressing the following items within the proposal:

- E-Mail Notification for E-presentment – Provide your best price, taking into consideration the fact that the City only requires e-mail notification to inform customers that their bill is ready to view.
- NCOA processing to decrease return mail – this system will be an option for the City's consideration.
- Cost Breakdown per Form – If the cost per form changes, please provide a new breakdown and a total cost per form.

Your response will constitute a Best and Final Offer and should be submitted to my attention by 5:00 pm, Tuesday, July 10, 2007.

If you should have any questions please contact me either by phone at (623) 773-7531 or fax (623) 773-7118 or e-mail christine.finney@peoriaaz.gov.

Sincerely,

Christine Finney, Buyer
Materials Management



June 13th, 2007

STATEMENT SOLUTIONS

C. COST PROPOSAL - PRICING TOTALS

FROM UNIT PRICING PROVIDED IN PROPOSAL "TOTAL" PER MAIL PIECE FROM MY CALCULATIONS:

1. UTILITY BILL

SERVICES

Laser Impression, Black:	0.035
Plus Laser highlight color, per impression:	0.005
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005

First Class Presort:	0.025
Additional inserts, SELECTIVE #9:	0.01

(Sub Total 10.5 c)

PAPER and ENVELOPE STOCK

Pre printed Utility bill paper, remittance perfd:	0.016
#10 Window Envelope, white:	0.024
#9 Return Envelope, Blue:	0.018

TOTAL PER BILL 16.3 c

POSTAGE 31.2 c

47.5 c

2. NOTICE

SERVICES

Laser Impression, Black:	0.035
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005
First Class Presort:	0.025

(Sub Total 9 c)

PAPER and ENVELOPE STOCK

Laser paper, 20# Xerox compatible:	0.012
#10 Window Envelope, white:	0.024

TOTAL PER NOTICE 12.6 c

POSTAGE 31.2 c

43.8 c

3. SALES TAX RETURN – Duplex

SERVICES

Laser Impression, Black +color:	0.04
Laser Impression, Black+ color:	0.04
Data Processing:	0.005
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005
First Class Presort:	0.025
Additional inserts, all:	0.003

(Sub Total 14.3c)

PAPER and ENVELOPE STOCK

Laser paper, 20# Xerox compatible:	0.012
#10 Window Envelope, white:	0.024
#9 Return Envelope, Blue:	0.018

TOTAL PER BILL 19.7 c

POSTAGE	31.2 c
	50.9 c

4. ACCOUNT STATEMENT – Single page cost, can be varying multi page.

Laser Impression, Black:	0.035
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005
First Class Presort:	0.025

(Sub Total	9 c)
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PAPER and ENVELOPE STOCK

Laser paper, 20# remittance perf Xerox compatible:	0.014
#10 Window Envelope, white:	0.024
#9 Return Envelope, Blue:	0.018

<u>TOTAL PER NOTICE</u>	14.6 c
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POSTAGE	31.2 c
	45.8

5. SALES TAX RENEWAL

Laser Impression, Black:	0.035
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005
First Class Presort:	0.025

(Sub Total	9 c)
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PAPER and ENVELOPE STOCK

Laser paper, 20# remittance perf Xerox compatible:	0.014
#10 Window Envelope, white:	0.024
#9 Return Envelope, Blue:	0.018

<u>TOTAL PER NOTICE</u>	14.6 c
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POSTAGE	31.2 c
	45.8

6. SALES TAX LICENSE / CERTIFICATE

SERVICES

Laser Impression, Black:	0.035
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005
First Class Presort:	0.025

(Sub Total	9 c)
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PAPER and ENVELOPE STOCK

Certificate Paper, varies with order	
#10 Window Envelope, white:	0.024

TOTAL PER NOTICE (No Paper)	11.4 c
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POSTAGE	31.2
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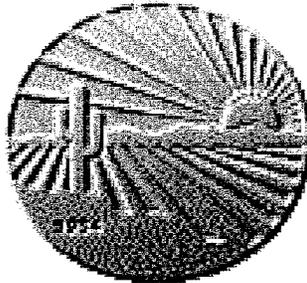


STATEMENT SOLUTIONS

Proposal for

UTILITY BILL PRINTING, INSERTING AND MAILING SERVICES

To



CITY OF PEORIA

RFP Number: P07-0079

Presented By:
Jane Kerry
Project Manager
3826 E. Watkins, Phoenix AZ 85034
Ph: 602.438.8400
Jkerry@srcpsolutions.com

ORIGINAL

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1. UNDERSTANDING OF THE SCOPE OF WORK**I. BACKGROUND -**

SOURCECORP has a complete understanding of the background and specifications for the production requirements of the projects covered in this RFP. SOURCECORP has produced utility bills, reminder notices for the City of Peoria for 10 years. Sales Tax returns have been produced by SOURCECORP for 3 years.

II. CURRENT PROCESS FOR SALES TAX

SOURCECORP has a demonstrated complete understanding of the current process, and Scope of Work for Sales Tax.

The varying Sales Tax Data files are to be received via FTP transmission. The XML data files are to be processed and run through custom written production programs to produce the printed notice. Processing data includes extensive mapping of all variable data, printing of unique barcodes, appliance of business rules. The development of this custom processing by SOURCECORP was an extensive effort. This processing is fully understood and in place for sales tax returns, account statements, sales tax renewals and Sales tax licenses.

In addition to data mapping extensive testing needs to be performed to ensure the drop out red ink prints in exact shade to drop out. Additionally the registration of the form needs to be exact and registration needs to perfectly line up with the scanning process the City of Peoria has in place. The red shade and registration is fully tested and in place. This process has been in live production for 3 years.

After processing actual samples and custom Summary Reporting is provided to the City of Peoria for sign off for production. The notices are highlight color laser printed and then inserted into a #10 window envelope along with #9 return envelope, if required. Additional inserts may also be included, these may included in all notices for the run or can be programmed to be selectively inserted depending upon logical criteria supplied by the City of Peoria.

It is understood there are 5 individual applications included in the Sales Tax requirements. SOURCECORP has all 5 forms set up and in live production.

SOURCECORP would require no time to complete the requirements of this scope of work as all processes described in the scope of work or in live production.

iii. CURRENT PROCESS FOR UTILITY BILLING

SOURCECORP has a complete understanding of the current process, and Scope of Work, for Utility Billing as we have produced this work for 10 years.

SOURCECORP has recently worked with the City of Peoria on a system conversion to Harris Northstar. This conversion was placed in live production in March 07. Working as a team developing production programs to accommodate this new system took 5 months. The data files provided by the City of Peoria have extensive business rules that are accommodated for by SOURCECORP.

Examples of the Business Rules:

Re arranging data sections to better fit output requested.

Changing wording provided in the base data (i.e. "Balance forward due on" prints as " Balance forward Due Date")

Surprising data (i.e. Removed 3 line items form the CHRG section of data.)

Programming for this type of data work does require a high level of skill and ability to work with a relatively complex custom application.

The Utility Bill and Reminder Notice Data files are received via FTP transmission. The data files are processed and run through custom written production programs to produce the printed notice. Processing data includes extensive mapping of all variable data, printing of unique barcodes, appliance of business rules. The development of this custom processing was an extensive effort. This processing is fully understood and in place for Utility Bills and Reminder notices

After processing and City of Peoria sign off on actual samples and custom Summary Reporting the notices are highlight color laser printed and then inserted into a #10 window envelope along with #9 return envelope, if required. Additional inserts may also be included, these may included in all notices for the run or can be programmed to be selectively inserted depending upon logical criteria supplied by the City of Peoria.

It is understood that the City of Peoria is considering moving production of Utility bills form weekly production to a more frequent cycle production. This presents no issue or problems to SOURCECORP.

SOURCECORP would require no time to complete the requirements of this scope of work as all processes described in the scope of work or in live production.

2. PLAN AND METHOD OF APPROACH TO ACCOMPLISH THE SCOPE OF WORK

SOURCECORP has a planned method of approach to the scope of work specified that has been in place for live production for 10 and 3 years respectively.

Production turnaround and quality control methods have consistently been in compliance with the City of Peoria's requirements.

Our track record demonstrates that the Method of Approach to accomplish the Scope of Work is fully understood in place and meets all of the City of Peoria's requirements.

3. ANTICIPATED CITY INVOLVEMENT

As all processes for all applications are currently in place, fully tested and in live production there is **NO anticipated additional City involvement to produce this work.**

2. STAFFS EXPERIENCE / 3. STAFFS ASSIGNMENT

Project Manager: Jane Kerry
Project Manager, SOURCECORP Phoenix

Jane is has been with SOURCECORP for nearly 12 years. She began as Sales Representative progressed to Business Development Manager. In this time worked on multiple project implementations of this type. Her abilities as a Project Manager can be attested to by each of the Reference accounts listed. She offers the City of Peoria a project manager who has a demonstrated track record of loyalty, reliability and industry knowledge.

Description of Proposed Role:

Responsibilities will include building of project plan, business requirements, management of project plan, maintaining communication with the customer on project status and issues, and managing change requests during the implementation process.

Jane will remain the key contact person for the City of Peoria for the duration of this contract.

Vice President SOURCECORP Phoenix: Lisa Cook, CPA

Ms. Cook is Vice President of SOURCECORP Statement Solutions and is responsible for all aspects at the Phoenix location. She has extensive experience in finance, accounting and human resources.

Ms. Cook joined SOURCECORP in 1996 and was given overall responsibility for the Phoenix location in July 2004.

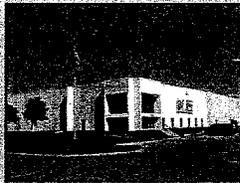
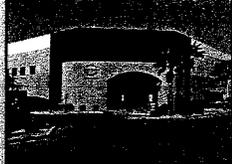
Customer Service Manager – Gary Moore

Gary has been with SOURCECORP for over 11 years. He started with the company as an Inserter operator in 1995. He was promoted to the manger of Mail Services in 1998. In 2000 Gary moved to client services and was promoted to Customer Service manager in 2002. Gary will be responsible for maintaining the day-to-day contact with the City of Peoria. He will be responsible for resolving daily production issues, initiating any production or programming changes, monitoring postage, tracking inventory and problem resolution.

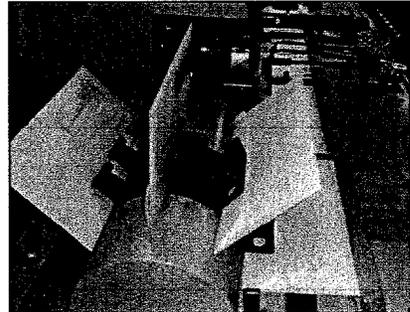
Operations Manager – Matt Riggs

Matt brings 18 years work of Critical Mail production management to the SOURCECORP team. Matt has completed numerous trade certified training programs including certifications form Xerox and Bell and Howell. Matt has responsibility for all laser pint and Inserting production. He manages a team of over 30 operators.

4. OVERALL FIRM AND STAFF PROJECTED WORKLOAD

			
Staffing	East New York	Central Des Moines, IA	West Phoenix, AZ
Management	4	8	4
Customer Support	7	14	6
Technical	11	20	7
Production	35	60	35
Total Employees	57	102	52

PRODUCTION CAPACITY



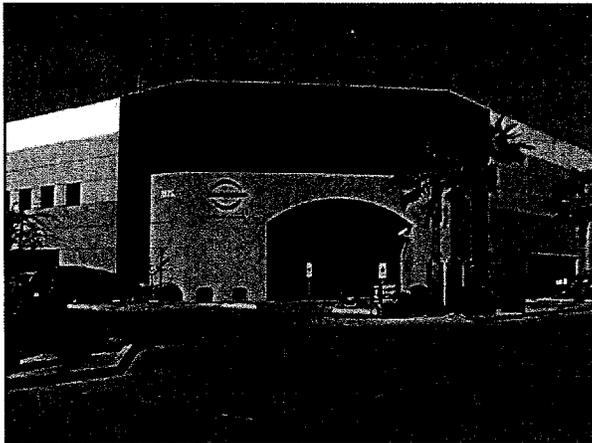
Each of our facilities' equipment configuration and staffing levels are based on their peak volume requirements with the capacity adjusted for +/- 25%. This assures us that we will have sufficient capacity and trained personnel to handle swings in production volume. In addition, we review capacity and projections at least once a quarter with periodic reviews performed with our top-20 clients at least twice a year. The projections are then reviewed against the existing configuration with alternative plans developed and suggested. Equipment is ordered and staffing levels increased to accommodate fluctuations in volume. We also perform extensive cross training programs between each of our production areas to assure us that we have sufficiently trained personnel. This also allows us to migrate or ramp-up in a particular production area should the need arise.

We have standing agreements with our vendors of choice – Xerox, IntelMail and Pitney Bowes to acquire equipment on short notice for either short-term leases or long-term purchase. This assists us in developing a configuration that can easily be adapted to meet our clients' requirements. Additionally, we have the ability to produce documents in more than one facility. In the event that our clients' volume spikes are short in duration, we have the ability to transfer a portion of the workload to another facility for production. This allows us to handle spikes internally without having to change our existing equipment configurations and staffing levels.

Capacity planning is performed with every new client or sizeable project within any existing client. We understand that our clients' want to grow their business and that in turn helps us to grow ours. Therefore we constantly monitor our capacity and our ability to meet our clients' requirements.



5. LOCATION OF OFFICE PERFORMING THE SERVICES



SOURCECORP, Phoenix AZ.

C.**COST PROPOSAL****1. DETAILED BREAKDOWN OF SERVICES PROVIDED AND THE COST ASSOCIATED WITH EACH**

UTILITY BILLS, REMINDER NOTICES, SALES TAX RETURNS, ACCOUNT STATEMENTS SALES TAX RENEWALS

SERVICES:

Laser Impression, Black:	0.035
Data Processing:	0.005
Folding:	0.007
Inserting:	0.007
Zip+4 lookup:	0.006
Metering:	0.005

(Per "Image" simplex Total = 6.5 c)

First Class Presort: 0.025

POSSIBLE ADDITIONAL CHARGES

Highlight Laser Color, per Image:	0.005
Additional inserts, all:	0.003
Additional inserts, selective:	0.01
Laser highlight color, per impression:	0.005

POSTAGE:

SOURCECORP will send all qualified Arizona mail pieces at First Class USPS 5 – digit mail rate. **31.2 c**

(NOTE: With the recent revisions in postal rates SOURCECORP would send all qualified AZ mail out a 5 digit automated mail rate verses the higher 3 digit rate of 33.4c.)

PROGRAMMING:**\$ 100.00 per hour**

Initial production set up: No Charge, already written.

PAPER / ENVELOPE STOCK

Paper stock pricing may fluctuate with changes in market pricing. Changes in costs will be proportional to market changes.

Pre printed Utility bill paper, remittance perfd:	\$ 15.77 per 1000
Laser paper, 20# Xerox compatible, remittance perfd:	\$ 14.00 per 1000
Laser paper, 20# Xerox compatible:	\$ 12.00 per 1000
#10 Window Envelope, white:	\$ 24.49 per 1000
#9 Return Envelope, Blue:	\$ 18.00 per 1000

2. OPTIONAL VIEWING OF ELECTRONIC (ONLINE) BILL

UTILITY BILL AND LATE NOTICES PDF ARCHIVING AND E MAIL NOTIFICATION TO END CUSTOMERS

ARCHIVING

Initial ingestion and PDF conversion. (Per Image) **1.5 c**

6 months online storage of Image. (Per Image) **1.5 c**

E PRESENTMENT TO CUSTOMERS -

Includes:

- Parsing E Presentment Customers from total Invoice data file.
- Composition of Electronic Document for presentment.
- Composition and Management of E mail notification to Customer.

Per Customer E mail notification sent: 12 c

INITIAL DEVELOPMENT

Estimated. \$ 500.00
(Once all processes/requirements are known set development cost will be provided.)

D. REFERENCES FROM SIMILAR PROJECTS:

FOUR (4) OWNER REFERENCES COMPLETED OR ONGOING WITHIN THE LAST FIVE (5) YEARS

1. Arizona Department of Revenue

Betty Martz, Mail Services Manager
1600 W. Monroe
Phoenix, AZ 85007
Ph: 602-716-7095
BMartz@azdor.gov

Project.

In December of 2001 SOURCECORP was awarded the contract to work with the Arizona Department of Revenue to phase out in house production and take these projects. Applications included State tax refund checks, TPT1 tax forms, billing forms, Property notices, Litigation mailings. These multiple applications are generated from various completely individual generating systems, with differing data formats. Multiple programming set ups were required.

This contract was renewed for an additional 5 years in February 2007

Monthly production volume averages in the range of 600,000 – 800,000 mail pieces.

2. City of Goodyear

Terresa Sims, Controller
190 North Litchfield
Goodyear, AZ 85338
Ph: 623 882-7876
Connie.Stepnitz@goodyearaz.gov

Project:

City of Goodyear produced utility bills in house. This became increasingly difficult for them to handle with the continued growth of Goodyear. SOURCECORP was initially contacted in October 05 by City of Goodyear. We produced the first live run of Utility bills in November of 05. From very start to finish took exactly 1 month. The City of Goodyear sends SOURCECORP 2 files each month.

SOURCECORP is applying the logic of all Utility bills sent to the same mailing address are inserted into a single mailing envelope. This feature is an automated process and written into the production program written for the City of Goodyear.

City of Goodyear produces approximately 17,000 bills per month.

3. The Arizona Republic

Doug Steele
200 E Van Buren Street
Phoenix, AZ 85004
Ph: 602.444.7320
Doug.steele@pni.com

Project:

SOURCECORP initiated inserting and mailing services for The Arizona Republic in 1998. Applications covered Circulation notices and advertising invoices. In 2001 SOURCECORP took over the processing and laser printing services for The Arizona Republic Circulation Notices, in addition to mailing services.

Monthly volume is approximately 200,000 mail pieces per month.

4. City of Peoria

Dan Zenko, Contract Officer
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Ph: 623.773.7115
Dan.zenko@peoriaaz.gov

Project:

SOURCECORP initiated production of City of Peoria utility bills in 1996. We have worked with the City of Peoria for 10 years. In this time we have seen almost a doubling in production volume. In addition to utility bills and late letters SOURCECORP also prints and mails all of the City Sales tax information.

We have recently completed our second complete re write of production programs due to a change in the billing system City of Peoria now operates from. We worked intensively with City of Peoria's IT department during this lengthy process. During this implementation we demonstrated flexibility and fast feedback to the multiple revisions and changes that the City of Peoria needed to apply to the data files and requirements.

City of Peoria produces approximately 60,000 mail pieces per month.

E. ADDITIONAL DATA SUPPORT (OPTIONAL):

1. SERVICE ENHANCEMENTS

SOURCECORP Statement Solutions SAS70 certification

SAS70 full report is available upon request. A copy of this full report (172 pages) is available upon request.

SAS 70 Overview

Statement on Auditing Standards (SAS) No. 70, *Service Organizations*, is an internationally recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). A SAS 70 audit or service auditor's examination is widely recognized, because it represents that a service organization has been through an in-depth audit of their control activities, which generally include controls over information technology and related processes. In today's global economy, service organizations or service providers must demonstrate that they have adequate controls and safeguards when they host or process data belonging to their customers. In addition, the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 make SAS 70 audit reports even more important to the process of reporting on effective internal controls at service organizations.

SAS No. 70 is the authoritative guidance that allows service organizations to disclose their control activities and processes to their customers and their customers' auditors in a uniform reporting format. A SAS 70 examination signifies that a service organization has had its control objectives and control activities examined by an independent accounting and auditing firm. A formal report including the auditor's opinion ("Service Auditor's Report") is issued to the service organization at the conclusion of a SAS 70 examination.

RSM McGladrey

October 12, 2005

RSM McGladrey, Inc.
901 Nicollet Avenue
Suite 1100 West Tower
Minneapolis MN 55402
D 612-573-8750 F 612-376-9876

Mr. Steve Davis
Chief Information Officer
SOURCECORP, Inc.
3232 McKinney Avenue
Suite 1000
Dallas, Texas 75204

Dear Mr. Davis:

This letter confirms that the fieldwork for the six-month opinion period was completed the week of September 30, 2005, for SOURCECORP, Inc. The scope of the SAS 70 encompassed the following:

- Mailroom operations
- Document and information capture and conversion
- Web-based document repository (FASTRIEVE)

Our examination included the review of the overall control environment, monitoring, risk assessment, and specific controls over computer operations, logical and physical access to computer programs and data, systems development and maintenance, and user control considerations at each of the following SOURCECORP locations:

- Corporate offices in Dallas, Texas
- Production sites
 - Atlanta, Georgia
 - Burbank, California
 - London, Kentucky
 - Oakland, California
 - Phoenix, Arizona
 - Tallahassee, Florida
 - Upper Marlboro, Maryland

Based on the work completed to date, we have no significant findings or recommendations that should be communicated to your management team or customers. If you have questions, please contact me at 612.376.9577.

Sincerely,

RSM McGladrey, Inc.


Julie D. Perkins, Managing Director
Computer Assurance Group
Technology Risk Management Services

RSM McGladrey, Inc. is a member of RSM International -
an affiliation of separate and independent legal entities

SUMMARY OF QUALITY CONTROL PROCESSES.

SOURCECORP RESPECTFULLY REQUESTS THAT THE CITY OF PEORIA TOUR OF OUR PRODUCTION FACILITY AS A PART OF THE REVIEW PROCESS. THIS WILL ENABLE A HANDS ON REVIEW OF THE PRODUCTION QUALITY CONTROL PROCESSES DESCRIBED.

We have developed and fine-tuned the most comprehensive production control, tracking and reconciliation system in the industry – **ELECTRONIC TRACKING, REPRINT, AUDIT AND CONTROL** or **ETRAC™**. Our philosophy and commitment is to electronically control, track and reconcile all elements at the mail tray level for each phase of the production process.

We begin the process by requesting you – our partner – to provide us with the ability to reconcile our processes to the data you submitted. This is easily accomplished through production statistics, number of accounts or in the case of invoices the total amount invoiced for that particular cycle. This information affords us the ability to balance back to your original figures. In the event that there is a discrepancy, we notify you immediately and stop production until a determination has been achieved. Once balanced, our **ETRAC™** system assures us that we stay balanced throughout the process.

Understanding that Quality Control is the first and foremost thought of all our partners, we also rely on a human set of eyes to visually inspect and verify the production process. This is accomplished through the use of a Production Ensemble. The Production Ensemble is maintained by the Customer Service Representative and is updated based upon your production cycle, including envelope / paper stock samples, production statistics, production samples, insert samples, and escalation procedures.

To discuss our Quality Control process a little further, let's look at the four (4) areas of our production process:

- **PRE-PRODUCTION VERIFICATION:** During this phase of the production process, our personnel will verify that the file has been delivered according to the file size and receipt parameters. If multiple data feeds are to be incorporated, our personnel will "check-off" receipt and verify that each file has been received and that it meets the specifications outlined in the Statement of Work. As the data is loaded and prepared for data processing, we verify the number accounts, records, or file size based upon your criteria. Any discrepancies are noted, the process halted and escalation procedures initiated.
- **DATA PROCESSING:** During data processing, our personnel will closely monitor the process to verify the entire file is processed and that no data anomalies have been encountered. Processing statistics will be gathered and compared to expectations; if necessary we will review our production statistics with your management team prior to continuing. Upon verification, the production streams are automatically staged in the production area.
- **PRODUCTION PROCESS:** The production process is effectively two distinct processes: (1) printing, and (2) Insert / Presort.

➤ **PRINTING:** There are multiple aspects of the printing process that we verify. First, the integrity and quality of the print is verified by the operating unit throughout the production cycle. This includes scanning the document for content, correct form, placement of form, production dates, and if necessary, OCR and MICR line(s) placement. Secondly, the quantities (number of impressions) are verified against the production statistics generated during the data processing cycle.

➤ **INSERT / PRESORT:** Although we utilize intelligent inserters to perform our inserting process, we still rely on human inspection of the completed package. Our files are structured in such a way to force an interruption in the inserting process every 500 pieces. This is accomplished by inserting a "**COLORED SLIP SHEET**" into the production stream during the data processing and printing process. This is accomplished programmatically, therefore maintaining the integrity of the file. This timed interruption and the fact that the file is broken down into smaller 500 piece sub-files, assures us that a balancing initiative is undertaken every 500 pieces.

• **POST PRODUCTION VERIFICATION:** During the post production verification phase, all production metrics are verified and incorporated into a management report that is ultimately delivered back to you for review.

At *SOURCECORP* we take the process of Quality Control seriously, that's why we continue to improve and fine-tune our procedures throughout the production process. To fully understand our commitment to Quality Control, please ask your Project Coordinator for an overview of our **ETRAC™** System and our Quality Control procedures.

AUTOMATED POSTAL RATES

With the recent revisions to USPS postal rates SOURCECORP would send all City of Peoria's qualified Arizona mail at a USPS 5 digit automated mail rate. This qualification rate has been improved over the previous 3 digit rate Arizona mail had been sent at.

As of May 14th, 2007 the 5 digit automated mail rate is 31.2 c.

(The new 3 digit automated rate is 33.4c.)

2. PROFESSIONAL AFFILIATIONS

As SOURCECORP custom writes all production programs in house and provides all services for our specialized production partnerships as such are not required. However we do stay in close contact with this industry. We have attended CIS trade shows and network through the CIS channels.

3. DETAILED RESUMES

Please refer to Staffs Experience / staffs assignment. Page 7 of this proposal.

F. EXCEPTIONS

1. ANY EXCEPTIONS TO ANY PART OF THE RFP

SOURCECORP has **no** exceptions to any of the requirements specified by the City of Peoria in this Request for Proposal.

ATTACHMENTS

I. SUBMITTAL REQUIREMENTS

A. LISTING OF EQUIPMENT

The listing of production equipment for SOURCECORP Phoenix site is:

HIGH SPEED LASER PRINTERS – 9

Highlight color

Black

MICR

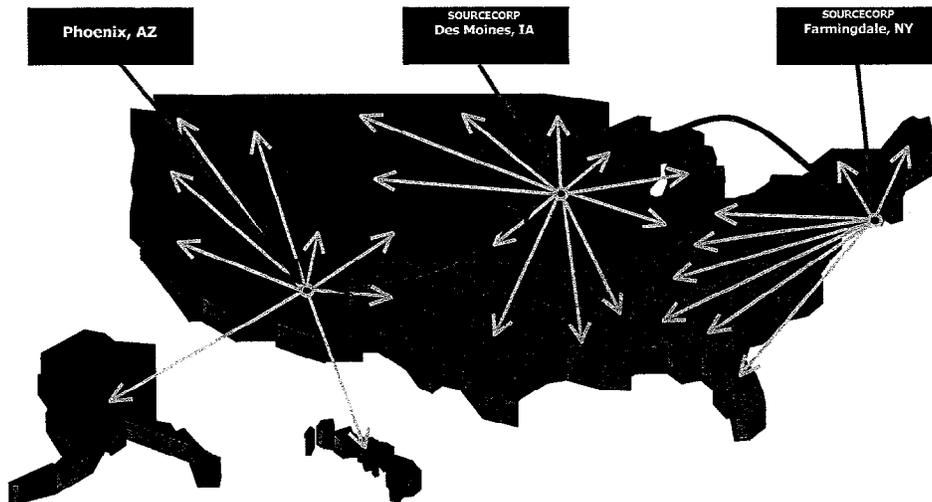
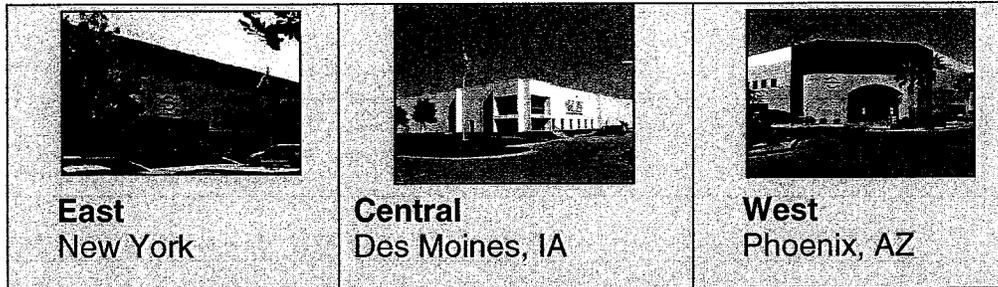
INTELLIGENT INSERTES – 7

IntelMail

Bell and Howell

As a guide the SOURCECORP Central site has over double the production capacity of Phoenix. SOURCECORP East has approximately 25% additional capacity when compared to the Phoenix site.

B. BACKUP PROCEDURES/ DISASTER RECOVERY



SOURCECORP operates 3 mirror production facilities. Complete redundancy is built between sites.

Upon Request SOURCECORP will supply the City of Peoria with a copy of our complete Disaster Recovery Plan.

Summary of the SOURCECORP Disaster Recovery Plan.

SOURCECORP has a detailed Business Contingency Plan (BCP) for each of its facilities. The BCP covers specific responses for each location. By policy, SOURCECORP requires each production facility to perform a disaster recovery test multiple times throughout the year. The results along with any issues discovered during the test are documented for review and resolution by the BCP team. This allows SOURCECORP to continually refine and update its BCP.

SOURCECORP Statement Solution's three print and mail facilities have redundant data communication's infrastructure, computer systems, printing and mailing equipment, and UPS systems. This facility and technology blueprint allows SOURCECORP to provide disaster backup for each of its production facilities. All of SOURCECORP's facilities are inter-connected via a frame relay backbone that enables the availability of Client files and programs for immediate access by all the locations when needed. All systems, programs and necessary data are backed up via our frame relay backbone daily. The daily backups are stored on-site for 30 days in fireproof vaults. After 30 days these backups are moved to offsite storage. Paper and envelopes are maintained at the designated backup site and in extreme situations our supply vendors will maintain predetermined amounts of inventory that can be shipped counter to counter if required.

When a facility encounters a disaster, the BCP would be initiated and a command site would be established. Senior executives, financial resources, and functional teams (i.e., technical, operational, etc.,) would be deployed immediately and be made available 24 hours a day for the duration of the recovery period.

SOURCECORP works with all the national carriers (Federal Express, Airborne, UPS, etc.) and has corporate agreements with UPS and Federal Express.

SOURCECORP's facilities maintain separate testing and production environments. Source code management software and policies are used to monitor changes to programs (i.e., person, specific change, date and time, etc.,), provide program security, and ensure unit, regression, and acceptance testing.

SOURCECORP maintains adequate production capacity to allow for program testing, upgrades, maintenance, future growth, and disaster planning.

C. DIRECTLY RELATED EXPERIENCE FOR SIMILAR SERVICES

In addition to Utility Bill and Sales tax production SOURCECORP demonstrates solid experience in working with clients in various industries who require production of a very similar nature and monthly volume. To provide a demonstration of our experience we would like to provide a partial listing of the Arizona clients we work with:

Confidential

The Arizona Republic, Mesa Tribune, Mobile Mini, Insight, Sunstate Equipment, Maricopa Animal Control, AAA of Arizona, U Haul, Arizona Federal CU, Arizona State CU, Deer Valley CU, Canyon State CU.

D. PROCESSES/RESOURCES FOR OPERATIONS

1. Printing of Bill including data transfer from City to Contactor

Comply – SOURCECORP has in place all processes required.

2. Paper type, printer type.

Printer Type – High speed Highlight color Xerox laser printers.

Paper Type – 20# white laser, long grain 8 ½ x 11 remittance perfd cut sheet.

3. Envelope Production

- #10 window, White
- #9 Return, window, blue
- #10 Window, color notice printed

SOURCECORP will have 3- 4 month supply of envelopes produced and stored onsite.

Please refer to Section E. of submittal requirements for additional information on envelopes.

4. Sorting Capabilities for mail processing

SOURCECORP utilizes a Presort service for mail presort and automated mail rate qualification. This enables a guaranteed First Class Automated mail rate to be provided to the City. With the recent change in USPS charges SOURCECORP will **now send all qualified Arizona mail out at a 5 digit mail rate - \$ 31.2 c**

5. Updating of customer mailing address and frequency

SOURCECORP certified with the USPS to provide address update NCOA link service to our clients. The NCOA Link service is available to the City of Peoria through SOURCECORP. Historically this has not been chosen by utility companies as the address quality, and the ability to maintain up to date addresses is high within the Utility industry.

6. Inserting process including equipment and capabilities.
SOURCECORP utilizes Intelligent Inserters – IntelMail and Bell and Howell.
We have 8 Inserters at our Phoenix location.

Utility bills and Sale Tax are programmed to print with OMR Intelligent Inserted Binary marks. This enables inserting of variable page count mail pieces, if required. Additionally the printing of OMR marks enables to selective inserting process for #9 return envelopes and selective marketing pieces.

7. Interfacing with U.S.P.S.

SOURCECORP has a Postal Rep. and we do attend USPS seminars. Additionally our Presort service, PSI, has a strong connection with the USPS and has on site USPS employees. It is SOURCECORP responsibility to ensure we keep our clients in compliance with all Automated mail requirements of the USPS. These requirements do change, and we have consistently stayed ahead of the curve in ensuring that compliance is gained prior to any USPS deadline for changes to be in place

8. Latest delivery time for same day service

From final sign off of samples and summary report SOURCECORP will, as a standard practice, present the mail run to the USPS within 24 hours. USPS mail time SHOULD be next day delivery as mail is presented to Phoenix main and the majority of City of Peoria is sent within AZ.

9. Electronic billing Methods

SOURCECORP offers a full range of Electronic Billing options. Please refer to Section G. of Submittal Requirements for detail regarding Electronic Billing methods.

10. Address exceptions for zone sensitive inserts

SOURCECORP provides “Selective” Inserting options as a feature of our service. Inserts can be programmed to be selectively inserted from logic within the data file, cross-reference data file. Etc.

E. Services Provided – Breakdown

Included in this proposal is a detailed breakdown of the services provided and cost associated with each based upon the estimated quantities given. Please Refer to Section C. – Cost Proposal. Also included is a timeline for completion of each billing cycle.

ENVELOPE PRICING–

Criteria for how this is established.

SOURCECORP has a group-buying matrix established with our envelope supplier. This pricing is set but can fluctuate depending upon changes in market pricing, notable paper price increases. If paper prices do rise this increase would be applied as a direct pass through.

How Many Months Pre printed.

SOURCECORP orders approximately a 4 month supply of envelopes at a time. This ensures that the glue on the flap does not loose quality with age. Inventory levels and reorder timing is fully automated and tracked in automated inventory programs.

Storage Location and Conditions

All inventory is stored on site. The Phoenix facility has a 10,000 sq. ft on site warehouse. This warehouse is secure and a controlled environment. Air conditioning is not used as dry heat is not an issue for the quality of paper or envelope stock. (Moisture and damp is the factor that could impact the paper stock.)

F. REQUIREMENTS CITY OF PEORIA MAY NEED TO COMPLETE.

As all processes for all applications are currently in place, fully tested and in live production there is no anticipated additional City involvement or completion of any tasks to produce any of the work that is printed and mailed. City requirements for the initiation of online archiving and Email presentment would required but this would be minimal. All process for online presentment will be handled by SOURCECORP with the exception of setting up the desired link through the City of Peoria web page. Email addresses for Customers can be provided to SOURCECORP when customer signs up for this service.

G. ELECTRONIC ONLINE BILLS

As an integral part of our service SOURCECORP provides Electronic Online bills our clients. We have a robust and well established service in place – ESP+. During our relationship with the City of Peoria the option of online presentment has been discussed and presented. Most recently this option has not been pursued as it was determined that the completion of the system conversion to Harris Northstar should first be accomplished. This did take place in March 07, so the timing would now be appropriate for this service to be revisited.

EXPERIENCE

SOURCECORP currently provides online presentment archiving and Email notification services to 55 customers.

We convert to PDF and store approximately 700,000 images a month.

There are a total of 80 million images stored on our servers.

SOLICITATION AMMENDMENT RESPONSES.

Q1. SOURCECORP would be able to link all online viewing with the existing system that the City has in place for paying bills online.

Q2. SOURCECORP offers the option for the City to choose to “switch off” paper bills and provide elected bills to customers as online only. This can easily be handled utilizing the existing data file. Method of approach could be:

- a. Placing a flag in the utility bill data file.
- b. Sending a cross-reference file for print/online presentment indicator.

Q3. SOURCECORP has the ability to archive PDF images for any length of time the City of Peoria elects. 3 years is fine if this is chosen.

FEATURES- Bullet Point Overview

SOURCECORP will provide additional detail to City of Peoria when this is specifically looked into by the City of Peoria. For this Proposal we will keep this information concise.

It is recommended that as a next step in the review process for this service we coordinate a presentation where existing client online applications can be shown and the features listed below demonstrated.

- True Fidelity PDF image of billing statement generated from data file.
- PDF images can be archived with SOURCECORP. Sophisticated search and control tools available to City of Peoria Admin.
- Storage time length specified by City of Peoria.
- Full range of encryption methods available.
- Online presentment of bills to City of Peoria customers. E mail notification sent out by SOURCECORP to customers who have signed up for online bill presentment. Customer can access their bill viewing via City of Peoria's web page. This page would have a link to SOURCECORP stored archive files. The access to SOURCECORP site would be "invisible" to City of Peoria customer.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request For Proposal*. Oral statements or instructions will not constitute an amendment to this *Request For Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0079

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Automated Mail Processing for Utility Billing**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence upon award, and shall remain in effect for one year. Work shall not commence until authorization to proceed is received from the City.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: 8401 W. Monroe Street
Peoria, Arizona 85345
Pine Room

DATE: Wednesday, May 9, 2007

TIME: 3:00 P.M., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

9. **Submittal Requirements:** Submittal Requirements are defined on Pages 17-19.



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10. **Evaluation Criteria:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Project Approach.
 - b. Firm's Experience/Similar Projects.
 - c. Firm's Capabilities.
 - d. Cost Considerations
 - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.
11. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the field of profession.
16. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.



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21. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
22. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
23. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

24. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification



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provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

25. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.



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If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

26. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

27. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

28. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

29. Confidential Information:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

31. Ordering Process: Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

32. Billing: All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

33. Licenses: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.



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34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.



SCOPE OF WORK

Solicitation Number: **P07-0079**

Materials Management Procurement

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Automated Mail Processing for Utility Billing & Sales Tax Scope of Work

I. Background

The City of Peoria currently processes approximately 600,000 utility bills and 34,800 reminder notices annually. This translates into approximately 50,000 bills and 2,900 notices monthly. The growth rate for the City is approximately 4% per year. The previous census has the current population at roughly 136,000.

The City of Peoria also currently processes Sales Tax Returns (4,000-9,000 monthly), Account Statements (2,000-3,000 monthly), Sales Tax Renewals (11,000 annually in December), and Sales Tax Licenses (11,000 annually in December). This translates into approximately 15,000 pieces of mail per month. The current average monthly increase in new business applications for the City is approximately two-hundred (200).

II. Current Process for Sales Tax

The sales tax software generates print files consisting of sales tax returns, statements, renewals, and licenses that are sent via the Internet to a third party bill print vendor. The taxpayer's information is then printed by the vendor on a one page format and is fed into an inserter where it is folded with an allowance of 3/16" top margin for #9 envelopes, a #9 return envelope added, and inserted into a #10 window envelope. Sales Tax Returns are printed on outlined stock with highlight laser red and black ink in duplex (2 sides of page). The account statements, renewals, and license certificates are printed in black ink only, simplex (on single side of page). Additional inserts, if notified by the City, are also sent with the mailing. The envelopes are mailed utilizing first class presorting to reduce postage costs. The bills are transported by the vendor to the main Phoenix Post Office for distribution.

III. Current Process for Utility Billing

Once the data has been obtained for the monthly billing cycle (i.e. meter reads), it is entered by the City into the utility billing software. The utility billing software generates a bill print file that is sent via the Internet to a third party print vendor. The customer data is then printed by the vendor on a one page per bill format and is fed into an inserter where it is folded, a #9 return envelope added, and inserted into a #10 window envelope. Utility bills are printed in duplex (2 sides of the page) blue and black ink (front) and black only on the back. Additional inserts, if notified by the City, are also sent with the billing. Customers who are on the City's direct pay network do not receive the #9 return envelope. The bill print file distinguishes those by a "Do Not Pay" message in each bill. The envelopes are mailed utilizing first class presorting to reduce postage costs. The bills are transported by the vendor to the Post Office for distribution.



SCOPE OF WORK

Solicitation Number: P07-0079

Materials Management Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

IV. Current Process for Reminder Notices

The vendor's utility billing software generates a Reminder Notice monthly for all Utility accounts that are delinquent on payments. The utility billing software generates a mail merge file that is sent by the vendor via the Internet to a third party print vendor. The letter data is then printed by the vendor on a one page format and is fed into an inserter where it is folded, and inserted into a #10 colored window envelope that has NOTICE printed on the front. Reminder notices are printed in black ink only, simplex (on single-side of page).

V. Intent

It is the intent of the City to continue to out source the majority of the current process. Specifically, beginning at the printing process to delivery to the U.S. Post Office. In addition, we would also like to offer our citizens the option of having their bill sent to them electronically. As an option, the City would also like to explore the option of offering citizens the ability to view their duplicate bill online.

The City is seeking qualified proposals to provide automated utility bill mail processing services and automated Sales Tax correspondence.

The intent of this proposal is to enter into a contract with a company that can provide a utility bill mail processing service that addresses the areas defined within this Request for Proposal.



SUBMITTAL REQUIREMENTS

Solicitation Number: P07-0079

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. Submittal Requirements

The following must be provided as part of the proposal submittal package:

- A. An exact listing of equipment to be utilized to complete the process for the City.
- B. A full description of backup procedures and/or disaster recovery of data in case of equipment failure.
- C. Directly related experience for similar services.
- D. Include the detailed process and/or resources for the following steps:
 1. Printing of bill including data transfer from City to Contractor.
 2. Paper type, printer type.
 3. Envelope production
 - #10 WINDOW, WHITE
 - #9 RETURN, window, blue
 - #10 WINDOW, COLOR, NOTICE printed
 4. Sorting capabilities for mail processing.
 5. Updating of customer mailing addresses and frequency.
 6. Inserting process including equipment and capabilities.
 7. Interfacing with the U.S.P.S.
 8. Latest delivery time for same day service.
 9. Electronic billing methods
 10. Address exceptions for zone sensitive inserts
- E. Include a detailed breakdown of the services provided and the cost associated with each based upon the estimated quantities given on the range of services that are provided by your company. You must include, but not limit it, to cost of printing bills, envelopes, inserting, sorting, metering and zip code updates as well as costs related to electronic billing. Also, timeline for completion of each billing cycle. Also include how envelope pricing is established, including how many months are pre-printed and identify storage location & conditions (i.e. would the envelopes be stored in an air conditioned, controlled environment).
- F. Requirements that the City may need to complete.
- G. Give any options that may be available for consideration by the City.
 1. Electronic (Online) Bills



SUBMITTAL REQUIREMENTS

Solicitation Number: **P07-0079**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

II. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 25 pages. **DO NOT BIND THE ORIGINAL COPY.**

III. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission:

- A. Project Scope:
 - Understanding of the Scope of Work
 - Plan and Method of Approach to accomplish the Scope of Work
 - Anticipated City Involvement
- B. Experience:
 - Firm's Experience
 - Staff's Experience
 - Staff Assignments
 - Overall firm and staff projected workload
 - Location of office performing the services
- C. Cost Proposal:
 - Detailed Breakdown of Services provided and the cost associated with each
 - *Optional* viewing of Electronic (Online) Bill
- D. References from Similar Projects:
 - Four (4) Owner references completed or ongoing within the last five (5) years
- E. Additional Data Support (optional):
 - Service Enhancements
 - Professional Affiliations
 - Detailed Resumes
- F. Exceptions:
 - Any exceptions to any part of the RFP must be clearly noted and identified

IV. EVALUATION CRITERIA:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- f. Project Understanding and Project Approach
- g. Firm's Experience/Similar Projects
- h. Firm's Capabilities
- i. Cost Considerations
- j. Conformance to Request for Proposals

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P07-0079**

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

V. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on May 17, 2007.

Proposals shall be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



QUESTIONNAIRE

Solicitation Number: P07-0079

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.



CONTRACT AMENDMENT

**Materials Management
Procurement**

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P07-0079**

Page 1 of 1

Description: Automated Mail Processing for Utility Billing

Amendment No: One (1)

Date: 06/02/08

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/22/08.

The New Contract Term is:

Contract Term: 08/23/08 to 08/22/09

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature] 6/30/08
Signature Date

Jane Kerry, Project Mgr
Typed Name and Title

Sourcecorp
Company Name

3826 E. Watkins
Address

Phoenix
City

AZ
State

85032
Zip Code

Attested by:

[Signature]
Mary Jo Kief, City Clerk

[Signature]
Requested by:

[Signature]
Recommended by:

CC Number

LCON07207A

Contract Number:

Official File

[Signature] Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

7/17/08, 2008, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P07-0079 Page 1 of 2
Description: Automated Mail Processing for Utility Billing
Amendment No: Two (2) Date: 06/10/09

Buyer: Christine Finney

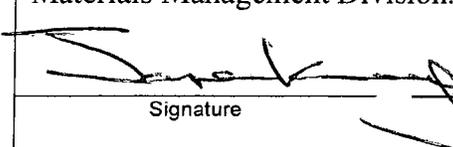
A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 08/23/09 to 08/22/10** *X10 SK #OK per Christine Finney 7/7/09 CSB*

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

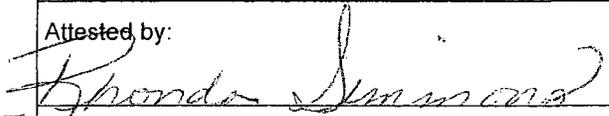
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

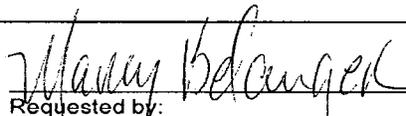
Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

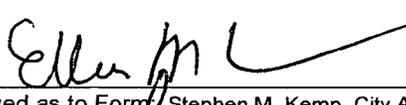
	6/30/09	Jane Kerry	Sourcecorp
Signature	Date	Typed Name and Title	Company Name
3826 E. Watkins	Phoenix	AZ	85032
Address	City	State	Zip Code

SALES MANAGER

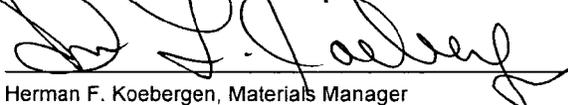
Attested by:

For Mary Jo Kief, City Clerk


Requested by:

Recommended by:
Ellen Van Riper, Assistant City Attorney


Approved as to Form, Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
July 10, 2009 at Peoria, Arizona.


Herman F. Koebergen, Materials Manager



City Seal



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P07-0079 Page 2 of 2
Description: Automated Mail Processing for Utility Billing
Amendment No: Two (2) Date: 06/10/09

Buyer: Christine Finney

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



CONTRACT AMENDMENT

Materials Management Procurement 9875 N 85th Ave 2nd Floor Peoria, AZ 85345 Telephone (623) 773-7115 Fax (623) 773-7118

Solicitation No P07-0079 Page 1 of 1 Description Automated Mail Processing for Utility Billing Amendment No Three (3) Date 04/20/10

Buyer Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/22/10.

The New Contract Term is:

Contract Term: 08/23/10 to 08/22/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature: Jane Kerry, Project Mgr Date: 8/10/10 Sourcecorp Company Name Address: 3826 E Watkins City: Phoenix State: AZ Zip Code: 85032

Attested by Mary Jo Waddell, City Clerk

Requested by: Ellen Van Riper, Assistant City Attorney Recommended by: Stephen M Kemp, City Attorney



City Seal

CC Number LCON072076 Contract Number Official File

Approved as to Form, Stephen M Kemp, City Attorney The above referenced Contract Amendment is hereby Executed May 14, 2010, at Peoria, Arizona Herman F Koebergen, Materials Manager

(Rev 02/01/08)



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave. 2nd Floor
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P07-0079** Page 1 of 1
Description: Automated Mail Processing for Utility Billing
Amendment No: Four (4) Date: 05/02/11

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 08/22/11. **LAST YEAR OF CONTRACT**

The New Contract Term is:

Contract Term: 08/23/11 to 08/22/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Handwritten Signature] **5/25/11**

Jane Kerry, Project Mgr

Sourcecorp

Signature

Date

Typed Name and Title

Company Name

3826 E. Watkins

Phoenix

AZ

85032

Address

City

State

Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

Brent

Director: Brent Mattingly, Director of Finance

Marcy Bellanger

Dept Rep: Marcy Bellanger, Utility Services Supervisor



CC Number

LCON07207D

Contract Number:

Official File

City Seal

Stephen M. Kemp

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

June 2

, 2011, at Peoria, Arizona.

Herman F. Koebergen

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Solicitation No: **P07-0079** Page 1 of 1
 Description: Automated Mail Processing for Utility Billing
 Amendment No: Five (5) Date: 07/17/12
 Month to Month

Materials Management Procurement
 9875 N. 85th Ave. 2nd Floor
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney

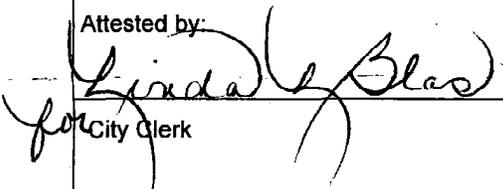
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 08/22/12.

The New Contract Term will be from 8/23/12 to 2/1/13 not to exceed six months or until a new contract is in place.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	8/2/12	Jane Kerry, Project Mgr	Sourcecorp
Signature	Date	Typed Name and Title	Company Name
3826 E. Watkins	Phoenix	AZ	85032
Address	City	State	Zip Code

Attested by:

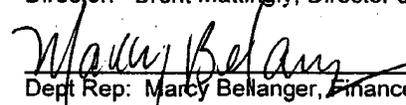

 for City Clerk



City Seal

(Rev 02/01/08)

CC Number
 LCON07207E
 Contract Number:
 Official File


 Director: Brent Mattingly, Director of Finance

 Dept Rep: Marcy Bellanger, Finance Manager


 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed Aug. 13, 2012, at Peoria, Arizona.


 Dan Zenko, Materials Management Supervisor

L CON 07207E



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave. 2nd Floor

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P07-0079

Page 1 of 1

Description: Automated Mail Processing for Utility Billing

Amendment No: Six (6) month to month Date: 01/31/13

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/1/13 and is hereby extended on a month to month basis, not to exceed three months, or until a new contract is in place. Therefore, the new contract term is 2/2/13 – 5/1/13.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Jane Kerry 2/01/13

Jane Kerry, Project Mgr

Sourcecorp

Signature

Date

Typed Name and Title

Company Name

3826 E. Watkins

Phoenix

AZ

85032

Address

City

State

Zip Code

Attested by:

Linda Bles
City Clerk



City Seal

(Rev 02/01/08)

CC Number

LCON07207F

Contract Number:

Official File

Brent Mattingly

Director: Brent Mattingly, Director of Finance

Marcy Belanger

Dept Rep: Marcy Belanger, Finance Manager

Stephen M. Kemp

Approved as to form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

Feb 26, 2013, at Peoria, Arizona.

Dan Zenko

Dan Zenko, Materials Management Supervisor