

INVITATION TO BID



P.O. Box 424
Baytown, Texas 77522-0424

BID TITLE: ANNUAL OUTSOURCING OF UTILITY
BILLS CONTRACT
BID NUMBER: 026-12

BID OPENING DATE: WEDNESDAY, JANUARY 4,
2012 @ 2:00 P.M.

LATE BIDS WILL NOT BE CONSIDERED.

Bidder Must Fill In & Sign

Name of Firm, Company DP2 Billing Solutions LLC

Agent's Name William K. Murray

Agent's Title CEO

Mailing Address 1603 Hart Court

City Southlake, State TX Zip 76092

Telephone 817 488-5800

Fax No. 817 488-5817

Email address: bmurray@dp-2.com

William K. Murray
AUTHORIZED SIGNATURE

FAILURE TO MANUALLY SIGN
SHALL DISQUALIFY BID

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS ON BACK OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.


SHIPMENT DESTINATION

CITY OF BAYTOWN UTILITY BILLING DEPARTMENT, 2505 MARKET
STREET, BAYTOWN, TEXAS 77520

ITEM NO.	ITEM AND DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	ANNUAL OUTSOURCING: UTILITY BILLING CONTRACT. per attached specifications.			
1.	One Time Setup Charge for reformatting of form & Programming and Data Processing Set-up - Utility Bill Letters. Includes ability to extract from City of Baytown customer print file and process into usable format through data manipulation.	One time cost	*****	\$ NC
2.	Notification of Address Change (NOCA) to be performed at beginning of contract and six (6) months thereafter.	2 times (Per Each Usage based on 22,000 customers)	\$ 0.40/Verified H.T. Cost per each usage	
3.	Utility letter bill -Cost to provide envelopes, forms and data process/laser print. Fold, sort, tray, tag mail and drop at USPS.	22,000	\$ 0.088 Cost per each bill.	\$ 1,936.00
4.	One Time Setup Charge for Delinquent letters for reformatting of form & Programming and Data Processing Set-up. Includes ability to extract from City of Baytown customer print file and process into usable format through data manipulation.	One time cost	*****	\$ NC
5.	Delinquent Letter - Cost to provide envelopes, forms and data process/laser print. Fold, sort tray, tag mail and drop at USPS.	4,000	\$ 0.088 Cost per each letter.	\$ 352.00
GRAND TOTAL:				\$ 2,288.00

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

ALTERNATE PROCESSING PLAN: Successful Bidder shall have an alternate processing plan to ensure timely delivery of Utility Billing should their primary facility be rendered unable to provide the necessary services for the City of Baytown. This service would be at no additional cost to the City of Baytown.

Alternate plan available: (Indicate Yes or No) Yes 

If an alternate plan is available, Bidder shall include a description of plan.  See Proposal

CAPABILITY SURVEY: The City of Baytown reserves the right to perform a complete facility survey prior to award of bid to determine if the Bidder has the capability to successfully perform services as outlined in specifications.

ACCEPTANCE AND NONCONFORMING STANDARDS: All service shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Contract may be awarded to the bidder who provides goods or services at the best value for the City of Baytown. Extended pricing for letter bills and delinquent letters will be totaled to determine evaluation. The one-time up-front cost for developing file program manipulation of the City's billing print file will be considered in the evaluation as well as the charge to utilize NCOA and postage rates. The City of Baytown reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Baytown.

AUDIT: Supplier shall provide the City of Baytown a line item report of quantities and expenditures on a monthly basis or at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

REFERENCES: If Bidder has not performed service for the City of Baytown previously, Bidder shall provide a list of customers to whom he has supplied the specified services for the last three (3) years. Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment, or service bid. Attachment I – References is attached for Bidder's convenience and shall be returned with the Invitation to Bid. The list shall include the customer's name, address, telephone number, and the name of an individual to contact. References will be contacted.

NON-FUNDING CLAUSE: The City of Baytown's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Baytown reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

CONTRACT PERIOD: This is an annual contract for the period of one (1) year, from FEBRUARY 1, 2012, through JANUARY 31, 2013. This contract may be renewed under the same terms and conditions for successive one-year periods, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-three (63) days prior to expiration date.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof for the same compensation as the Bidder was receiving for the goods and/or services during the expired

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that DPZ Billing Solutions LLC is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature William K. Murray
Print Name William K. Murray

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____
(City and State)

Signature _____
Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
<u>None</u>	<u>Taken</u>	

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company DP2 Billing Solutions LLC

Agent William K. Murray

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: Sun Gard Public Sector
Address: 1000 Business Center Dr., Lake Mary, FL 32746
Contact Person: David Haas or Peggy Serena
Telephone: (800) 727-8086
Product Purchased by Reference: _____

Company Name: Tyler Technologies
Address: 5519 53rd Street, Lubbock, TX 79414
Contact Person: Robin Reeves
Telephone: (800) 646-2633
Product Purchased by Reference: _____

Company Name: StW Municipal Software
Address: 212 E. Franklin, Grapevine, TX 76051
Contact Person: Adolfo Urquieto
Telephone: (817) 329-1711
Product Purchased by Reference: _____

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	DPZ Billing Solutions LLC
PHYSICAL ADDRESS:	1603 Hart Court Southlake, TX 76092
PHONE #:	817 488-5800
FAX #:	817 488-5817
CONTACT PERSON:	Lokic Perez
PHONE #:	469 361-6486
REMITTANCE ADDRESS:	Same as above
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
PAYMENT TERMS DISCOUNT:	
COMPANY TAX ID#:	ETN - 45 - 3370297

Orig. Dept.: _____

File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

COUNTY OF _____



AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared William K. Murray [FULL NAME] (hereinafter "Affiant"), California [STATE] CEO [TITLE/CAPACITY] WITH CONTRACTING ENTITY] of DPZ Billing Solutions LLC [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with Annual Outsourcing of Utility Billing [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
☐ CORPORATION
☐ PARTNERSHIP
☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE
☒ LIMITED LIABILITY COMPANY
☐ OTHER (Specify type in space below):

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
☐ UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

Orig. Dept.: _____

File/I.D. No.: _____

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS.
INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.
ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: DP2 Billing Solutions LLC

Business Address [NO./STREET] 1603 Hart Court
[CITY/STATE/ZIP CODE] Southlake, TX 76092

Telephone Number (817) 488-5800

Email Address [OPTIONAL] bmurray@dp-2.com

Residence Address [NO./STREET] 765 Arroyo Rd
[CITY/STATE/ZIP CODE] Los Altos, CA 94024

Telephone Number [OPTIONAL] (408) 255-5006

Email Address [OPTIONAL] bmurray@dp-2.com

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [NO./STREET] _____
[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____
[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information
Contracting _____ Entity _____ and/or
[NAME OF _____]

Orig. Dept.: _____

File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

William K. Murray
Affiant

SWORN TO AND SUBSCRIBED before me this 2nd day of Dec., 2011.

(Seal)



[Signature]
Notary Public in and for the State of
CA

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

R:\Karen\Files\Contracts\Affidavit of Ownership or Control.doc

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.008(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

None

4

Signature of person doing business with the governmental entity

Date

12/29/2011

Adopted 06/29/2007

This form was completed
by William K. Murray
William K. Murray



CITY OF BAYTOWN
P.O. Box 424
Baytown, TX 77522-0424

ACCOUNT STATEMENT

for the period of Nov. 11, 2011 to Dec. 16, 2011

Customer Number: 999999

Service Address: 12345 W MAIN STREET

Account Number
0099999999

Due Date
12/28/2011

Amount Due
\$95.44

**SINGLE-PIECE 1 SGL E-4DA-1025-1-A-1
4 1 SP 0.410

|||||
JOHN Q SAMPLE
12345 W MAIN STREET
BAYTOWN TX 75021-3022

Questions about your Statement

Customer Service.....281-420-6515

Payments.....281-420-6512

Email.....utilitybilling@baytown.org

Office Hours

Monday-Friday.....8 a.m. - 4 p.m.

Drop box located in front of City Hall

WATER USAGE

Meter Number	Previous	Current	Consumption
67341736	127440	127560	120 kGal

CURRENT CHARGES

Water — 120kGal @ 0.634.....	\$76.08
Refuse.....	\$16.50
Park.....	\$ 1.50
Tax.....	\$ 1.36
Balance from your last bill.....	\$112.35
Payment(s) — thank you.....	\$112.35-
Balance Forward.....	\$ 0.00

Total Amount Due Now\$95.44

Total amount due after 12/28/11\$100.44

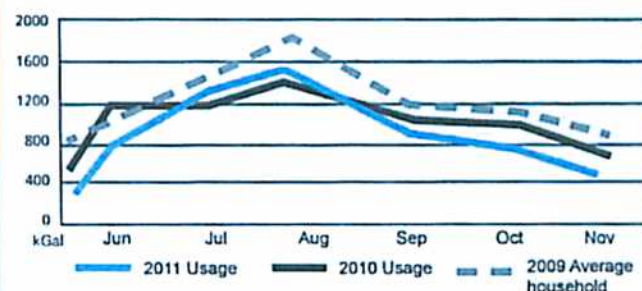


Do Not Wait To Fix Leaks

Hidden leaks caused by a corroded flush valve can waste over 73,000 gallons of water per year.

Stage 2 Water Restrictions in Effect

YOU'RE MAKING A DIFFERENCE



Congratulations, your water usage has decreased for this month's statement!

How does my home compare

Total costs from November 11, 2011 to December 16, 2011



Good!

Payment Coupon — Please return this portion along with your payment and make your check payable to the City of Baytown

Account Information

Account Number:	0099999999
Cycle:	01
Service Address:	12345 W Main Street
Last Payment:	11/07/2011 -112.35
Service Period:	05/15/10 to 06/15/10
Billing Date:	12/04/11

John Q Sample
12345 W Main Street
Baytown, TX 75021-3022

Account Number
0099999999

Due Date
12/28/2011

Amount Due
\$95.44

Amount Enclosed: \$

Return this coupon with your payment made payable to :

|||||
CITY OF BAYTOWN
UTILITY BILLING
P.O. BOX 424
BAYTOWN, TX 77522-0424



Electric Rates — Electric rates are per kilowatt hour (kWh)

Basic Charge	Minimum monthly charge for electric customer
Electric Delivery Charge, Res - kWh	The charge for the city utility to deliver electricity to the customers.
Cost of Purchased Power, Res - kWh	A monthly pass-through charge to the customer for the city's cost of purchasing power. This charge includes the generation, transmission, administrative, and fuel cost of the purchased power

Residential Water Rates - Water rates are per 1000 gallons

Inside-City Water Rates				Outside-City Water Rates			
Lifeline Rate		Rate		Lifeline Rate		Rate	
First 8,000 gallons - Minimum Bill		19.93		First 8,000 gallons - Minimum Bill		24.92	
8,001 - 10,000 gallons	Water Block 2:	4.67		8,001 - 10,000 gallons	Water Block 2:	5.85	
10,001 - 25,000 gallons	Water Block 3:	5.85		10,001 - 25,000 gallons	Water Block 3:	7.31	
Over 25,000 gallons	Water Block 4:	6.49		Over 25,000 gallons	Water Block 4:	8.11	
5/8" - 3/4" Water Meter		Rate		5/8" - 3/4" Water Meter		Rate	
First 2,000 gallons - Minimum Bill		19.93		First 2,000 gallons - Minimum Bill		24.92	
2,001 - 10,000 gallons	Water Block 2:	4.67		2,001 - 10,000 gallons	Water Block 2:	5.85	
10,001 - 25,000 gallons	Water Block 3:	5.85		10,001 - 25,000 gallons	Water Block 3:	7.31	
Over 25,000 gallons	Water Block 4:	6.49		Over 25,000 gallons	Water Block 4:	8.11	
1" Water Meter		Rate		1" Water Meter		Rate	
First 4,000 gallons - Minimum Bill		39.86		First 4,000 gallons - Minimum Bill		49.83	
4,001 - 10,000 gallons	Water Block 2:	4.67		4,001 - 10,000 gallons	Water Block 2:	5.85	
10,001 - 25,000 gallons	Water Block 3:	5.85		10,001 - 25,000 gallons	Water Block 3:	7.31	
Over 25,000 gallons	Water Block 4:	6.49		Over 25,000 gallons	Water Block 4:	8.11	

Residential Sewer Rates (Winter Average) - Sewer rates are per 1000 gallons

Residential Sewer Rates are based on the average water consumption for the previous December, January and February. Accounts that do not have water usage history for December, January or February are set at 5000 gallons. The winter average rate is set for a 12 month period.

No additional charge is applied to Single-Family residential customers for wastewater volumes in excess of 9,000 gallons.

City of San Marcos Telephone Numbers

City Hall	512 393-8000	Environmental Health/ Code Enforcement	512 393-8440
Airport	512 393-8160	Social Services Information	2-1-1
Animal Shelter/Animal Services	512 393-2650	Electric Repairs/Power Failures	512 393-8313
City Job Line	512 393-8290	Garbage, Recycling, Bulky Waste	512 393-8026
Crime Stoppers	512 353-TIPS	Public Works, Streets, Drainage	512 393-8036
Fire Rescue Non-Emergency	512 393-8460	Recreation Programs/Facilities	512 393-8400
Library	512 393-8200	Utility Connects/Disconnects/Bills	512 393-8383
Municipal Court	512 393-8190	Utility Service (Automated Line)	512 393-8333
Police Non-Emergency	512 753-2108	Water/Wastewater Repairs	512 393-8010

**Additional information about residential and commercial utility rates and charges is available on the city website at www.ci-san-marcos.tx.us.

Sample Back side - DP2 - RFP 026-12



City of Clinton
PO Box 1177
Clinton, OK 73601

For Inquiries Call:

Utilities Office - (580) 323-0217
After Hours Emergency - (580) 323-2323
Office Hours: 8:00 a.m. - 4:45 p.m., Monday-Friday

*****AUTO**5-DIGIT 73601 T NOB 6298 A 1 1 1 1 0 273



JOHN Q SAMPLE
123 MAIN ST
CLINTON OK 73601-3416



FINAL NOTICE

ACCOUNT INFORMATION



ACCOUNT: 01-2345-67
SERVICE ADDRESS: 123 MAIN ST
DISCONNECT DATE: 06/09/2005
AMOUNT DUE
TOTAL AMOUNT DUE 83.84

Late Notice

According to our records your account is past due. This is to notify you that we must receive your payment or you must have a written payment arrangement in our office BEFORE the disconnection date shown. If no payment or arrangement is received, your account will be assessed a service charge and may be disconnected on cut-off date.

THIS IS A FINAL NOTICE...
NO FURTHER NOTICE WILL BE GIVEN

I Believe in **CLINTON**

Payment Coupon

TDD #800-722-0353
Equal Opportunity Provider

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT AND MAKE YOUR CHECK PAYABLE TO CITY OF CLINTON.

ACCOUNT INFORMATION

ACCOUNT: 01-2345-67
SERVICE ADDRESS: 123 MAIN ST
DISCONNECT DATE: 06/09/2005

JOHN Q SAMPLE
123 MAIN ST
CLINTON OK 73601-3416

AMOUNT DUE

TOTAL AMOUNT DUE 83.84

AMOUNT ENCLOSED

\$

Remit Payment to:

CITY OF CLINTON
PO BOX 1177
CLINTON, OK 73601

Sample - DP2 - RFP 026-12

Municipal Code Corporation

From Wikipedia, the free encyclopedia

Municipal Code Corporation (MCC) was founded in 1951 by George Langford who remains the Chairman of the Board of Directors. The company, located in Tallahassee, Florida, is involved in publishing legal documents^[1]. These include the original codification, recodification, or republication of municipal legislation (i.e. Codes of Ordinances, Land Use Codes, and Charters), and the updating and supplementation of municipal legislation through printed looseleaf pages and various electronic formats.

The company's Code Department publishes Codes of Ordinances, which requires the original codification, recodification, or republication of a local government's local legislation. Staff attorneys within this department (also known as "code attorneys") have the overall responsibility of supervising each publication project. A code attorney reviews the local legislation, organizes the individual pieces of legislation into logical classifications, and then performs a legal review of that legislation, involving an analysis of the legislation compared to state statutes, court decisions, and constitutional principles. The code attorney points out any inconsistencies between the municipality's legislation and the statutes or case law, and makes recommendations to the municipal attorney regarding how to cure any defects found in the local legislation. When the new language is approved by the municipality, the code attorney releases the project to a team of indexer, editors and proofreaders. The company also has full printing and binding capabilities in-house.

The MCC Online Library [1] (<http://www.municode.com/Library/Library.aspx>) contains a publicly accessible collection of more than 2700 Codes of Ordinances that the company has published for local governments in 50 states. The collection of Codes of Ordinances available are integrated with a search engine, and include various research tools that make it a valuable repository of local laws. Searches may be made within an individual Code of Ordinances for free, or in multiple Codes of Ordinances, including an entire state, the entire country or individually selected content, as a premium service.

On July 31, 2003 the company created a subsidiary, MCCi,LLC, that is a value added reseller (VAR) of document management and agenda automation software. MCCi was recognized in 2008, 2009 and 2010 by Laserfiche, the manufacturer of the document management software, as the top VAR serving the local government market.

External links

- [^] Municipal Code Corporation (<http://www.municode.com>)

Retrieved from "http://en.wikipedia.org/w/index.php?title=Municipal_Code_Corporation&oldid=448853524"

Categories: Publishing companies of the United States | Publishing companies established in 1951
| United States publishing company stubs

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Supplementation
Legal Review
Printed Copies Subscriptions

PLANNING

The Municode Approach
Online & Print Options
Resources

ABOUT US

History
Board
Officers
Privacy Policy
MCC Cookbook
Links
Careers

CONNECT WITH US



PROPOSAL FOR SERVICES

December 30, 2011

Attention: Drew Potts
Purchasing Manager
City of Baytown
2123 Market Street
Baytown, TX 77520

Reference: Bid Number 026-12

Dear Mr. Potts,

The following proposal is provided by DP2 Billing Solutions to the City of Baytown for Utility Bill printing and mailing services. The information contained in this proposal has been compiled by a team of professionals from DP2. The proposal has been developed with every effort to meet the City of Baytown's unique needs for output services.

We believe the key to success is building relationships with our clients. DP2 greatly appreciates the opportunity to present this proposal to the City of Baytown. DP2 offers decades of experience in the document production industry. DP2 has the experience of building and delivering document print presentment and payment services to over 400 utility and telecom companies nationwide. In fact, our experience includes implementing over 70 SunGard Public Sector clients – both Pentamotion and Naviline. I can personally assure you that DP2 will provide you the highest level and quality service available in the market today. Following are a few additional points regarding our response: 1) Postage is not included in the price quoted. The City of Baytown will receive the lowest postage rate based on eligibility. 2) Our bid package did not contain a Conflict of Interest Questionnaire. The questionnaire included in our response was pulled from the City's website and completed as requested. 3) DP2 meets or exceeds all insurance requirements. 4) As part of DP2's standard automated processes we run NCOALink on each billing cycle. Verified moves are billed at a rate of \$0.40/hit, including a report listing the old vs. new address. If this is not acceptable to the City we can perform this process every six months as outlined in the RFP. The pricing will remain the same.

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

We look forward to the opportunity to work with you. If you have any questions or comments, please feel free to contact me directly.

Best Regards,

A handwritten signature in blue ink that reads "Bill".

William K. Murray
CEO
DP2 Billing Solutions LLC
817 488-5800
bmurray@dp-2.com

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EXECUTIVE SUMMARY

DP2 Billing Solutions is a leading provider of outsourced billing, print and mail services. DP2 was founded by a team of industry leaders from DataProse, Inc. and have become intimately familiar with Utility Billing printing and mailing process through longstanding relationships with software providers in the industry such as Tyler Technologies, SunGard PS, Harris Computer Services, STW, and many others.

DP2 is the industry leader in document management, printing and presentment services. For almost 20 years, DP2's leadership team has managed document composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets – the utility and telecom industries. We have made the production of customer documents a core part of our business and understand how mission critical it is for all our clients.

DP2 operates a state-of-the-art production facility in Southlake, Texas – which is also our Corporate Headquarters. Our history of creating and managing complex applications has been praised by many of our business partners. In an effort to exceed your expectations, we will work closely as a team to ensure the entire process is handled with a professional urgency unlike any other. Our advanced technology and expertise, coupled with the variety of services we offer will dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and customer service.

Below are some examples of what make DP2 a leading provider of print and mail services:

1. The DP2 team has the experience of implementing more than 500+ customers on various billing systems and software platforms.
2. We have worked with countless software providers on the print & mail distribution of their client's billing packages.
3. Our core competency is in producing high quality customer communications that get results.
4. Our staff's experience, technical expertise and customer management skills, can help reduce costs by streamlining the document production process.
5. DP2 has partnerships with some of the largest software providers and leading financial companies for printing and mailing services.

DESCRIPTION OF SERVICES

ACCOUNT MANAGEMENT

From the very beginning of your conversion project, we will begin the process by documenting the initial steps and setting a schedule which our team will ensure we hit. You will be given plenty of time to ensure you have ample time to complete the review and approval process. In addition, your Account Manager works closely with your software provider, to ensure that all changes and new information is addressed.

FLEXIBILITY

We understand the complexity of the entire process and have made every effort to ensure we move quickly in order to benefit both you and your customers. This flexibility exists from setting the schedule to making last minute changes. We will accommodate your hectic schedule and make sure our efforts work around the client's schedule. We will work extensively with all parties to make sure your data is outputting correctly and that you

documents are delivered with only the best quality standards in mind. Your Account Manager will be available 24/7 throughout this project plan to ensure issues are address swiftly and the schedule is maintained.

DOCUMENT LAYOUT & DESIGN

DP2 utilizes the latest in document layout and design software which allows us to incorporate personalized one-to-one marketing / informational content on the document. DP2 has unlimited capabilities to redesign the current documents as required by you, if desired. Our systems can support variable text processing, all special character emphasis requirements, variable graphics as well as custom data-driven graphics (bar charts, pie charts, etc.) as well as replication of current bill layout.

DATA

Data Processing

DP2 will create a customized program to meet your distinct needs. DP2 will perform the following preprocessing functions to compile, print, determine postage, and mail the documents. Our software will ensure that you will receive the maximum postage discounts for First Class automated bar code rates.

Data Transmission and Processing

When DP2 detects a file transmission from a customer, our automation system triggers the processing of the client data. This import processing generates two main reports for the customer:

Import Summary – this report typically lists the record and page count received per data file, document type, and document date. If there are any records suppressed during the import process, there will be a Rejected count shown on this report. Customers will use this report to verify that we received all of the data transmitted. If the customer generated 8,000 records to send to DP2 and the import summary only showed 7,400, this would indicate a problem in the data transmission where we didn't receive all of the data files or there was a partial file received. In most cases, DP2 doesn't know how many documents to expect so it is important that the customer review this report carefully to ensure that all documents to be processed have been received.

Rejection Summary – this report will list detailed information about all of the records that were suppressed during the import process. Records may be suppressed for a variety of customer-defined criteria including but not limited to: state-specific suppressions, dollar amount restrictions, unknown document types, auto-pay customers, etc. This report typically will contain the data filename, document type, document date, account number, address line1, and the reason why it was suppressed. When customers provide custom criteria for suppressing documents, it's very important that this report is reviewed closely to be sure the appropriate records are being suppressed. This report is only generated when documents are suppressed.

There may be additional reports that are created for the customer upon request or depending on different processing configurations. However, these two reports are the most critical to ensure that we are processing the correct data. If the data sent is not shown on the import summary then we did not process it and the customer should contact us immediately so that the appropriate actions are taken.

In addition to the reports that are generated, DP2 will also generate a set of PDF QA Proofs to show what the documents would look like in production. We typically will include only a subset of the documents transmitted in the QA proofs. We'll show you at least one document of every type (i.e., different letters, invoices, statements, etc.). If there is conditional processing on the documents, we'll include at least one proof of every instance of the conditional logic. Where there is state-specific verbiage on the documents, we'll include an instance of each state used. We also have the ability to seed the QA proofs with certain customer-supplied accounts or criteria and to increase the quantity of proofs provided for each set of criteria. This is an actual representation of the final printed document that will be mailed to the addressee. It is very important that these proofs are carefully reviewed for content and accuracy.

When programming changes are requested, DP2 will perform all of the coding, testing and proofing in our development system. The customer will ultimately approve the changes based on proofs generated from the development system. Once these proofs are approved, DP2 must roll out the changes into our production system. The first time this code runs in the production system, it is critical that the customer review the QA proofs generated to be sure that the change is correct based on our production code and the customer supplied production data. There are many scenarios where the test data originally provided to programming to make the change may be different from the data actually received in production that may cause undesired results to the final documents.

DP2 offers two types of processing to our customers: AutoApprove and ConfirmationHold:

ConfirmationHold

DP2 processing will stop after the import reports and QA proofs are generated. The customer must review the reports and can either approve the job for production or indicate that the job should be rejected. DP2 offers a web portal, to allow the customer to take all of these actions and review all of the documents via a secure, real-time web site. This offers the customer the greatest protection against mailing errors since they have the time to carefully review and approve all documents before they are introduced into production. In this scenario, our mail guarantee is to drop within 24 hours of the time that the documents were approved for production. If there are errors in the documents, the customer has the ability to reject the files for processing and can either fix the error if it was from the data transmitted to DP2 and then retransmit, or work with the DP2'S Customer Service department to correct and/or change any of the programming issues with the documents.

AutoApprove

DP2 processing will continue after the import reports and QA proofs are generated and the documents will proceed immediately into production. The responsibility will be on the customer to review the reports and proofs and notify DP2 as soon as possible if any problems are detected. There is typically a slight delay between the time the documents are prepared for production and when production actually begins. As long as the production job has not left the building, we can stop a mailing but once the USPS has taken the mail, there is nothing we can do. If the job has already begun production (lasering and/or inserting) when it needs to be stopped, the customer is responsible for any costs incurred including components (paper, envelopes), laser charges, postage reclamation charges and labor. The AutoApprove option offers the customer the greatest performance in the fact that there are no delays waiting for the job to be approved but it comes with the largest amount of risk given that errors may go undetected and additional costs may be incurred due to stoppage of production and/or resending a mailing with an apology/correction notice.

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Preprocessing to Maximize Postage Savings

To insure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, DP2 will:

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

BUSINESS CONTINUITY

DP2 understands that your data is your most valuable asset. With this in mind, we have developed comprehensive measures to ensure our data and facility security is fail-safe. Physical site security measures such as zoned access and other theft deterrents ensure your information and materials are handled only by approved personnel. Meanwhile, transmission and storage of your data is protected by state-of-the-art firewall software, data integrity audits, intrusion detection, data encryption, and password-secure application access. Additionally, DP2 maintains access to a back-up production facility within 15 miles of our Southlake facility, for business continuity as well as for the growing needs of our customers. These facilities boast "mirror" processes and equipment and have a tested disaster recovery plan as well as an off-site datacenter.

PRODUCTION SERVICES

From data processing, to reporting, printing and mailing services, DP2^{has} integrated state of the art software and technology in this process. From the time data is transmitted to our servers, we pride ourselves in the ability to track each and every record throughout the process. Each record is processed and receives a time-stamp when inserted and mailed – Piece-level tracking is critical to our process and to your peace-of-mind as it not only gives us the ability to manage production; it provides you with an electronic view into our operation as well – all in 'real-time'.

QUALITY ASSURANCE

The success of an alliance with DP2 would be based on a consistent level of excellence in product dependability, availability and stabilized pricing. Equally important is the assurance of excellence in customer service responsiveness, problem solving, and solutions.

DP2 has in place measures to ensure:

- Quality control
- Availability and uninterrupted work flow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports

CAMERA SYSTEM

DP2 utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information. The information that we check and verify includes:

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

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JOE SMITH
16 EAST PORT HIGHWAY
ANYTOWN, NJ 33321-0098

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HIPAA

DP2 has established a dedicated team whose focus is to ensure that every aspect of our business is in compliance with the applicable legislation and its required effective dates. Our continuing goal is ongoing interpretation of the HIPAA regulations and their applicability to DP2's printing's operations.

Questions or comments related to this proposal can be directed to:

William Murray
CEO
817 488-5800
bmurray@dp-2.com

Lokie Perez
Account Executive
469 361-6486
lperez@dp-2.com

PRICING

Container Price	\$0.088	Ea.
- Bill/Letter		
Data processing		
Simplex two color laser printing		
8.5x11 paper with perforated payment coupon		
#10 double window envelope with security tint		
#9 return envelope		
Fold, Insert, presort and deliver to USPS		
Pricing based on 22,000 regular statements/month and includes two additional inserts as outlined in the RFP specs.		
Additional Inserts (after the two included)	\$0.005	Ea.
Optional Statement Archive	\$0.015	Ea.
- includes 12 months of storage		

Glossary of Terms:

<i>Impressions</i>	Laser imaging of one side of one piece of paper. Each piece of paper potentially contains two (2) impressions.
<i>USPS</i>	United States Postal Service
<i>Laser Imaging</i>	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
<i>Simplex</i>	Laser imaging of one (1) side of a piece of paper.
<i>Duplex</i>	Laser imaging of both sides of a piece of paper.
<i>OE</i>	Outer Envelope
<i>RE</i>	Reply Envelope
<i>Presorting</i>	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
<i>Additional Inserts</i>	Any item requested to be placed into the mail container above and beyond the bill and the RE
<i>Container</i>	One complete piece of mail packaged into one OE
<i>Business Day</i>	Any day in which the USPS as well as the U.S. Federal Reserve are open for business



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA 2301 West Plano Parkway Suite 108 Plano TX 75075-8428	CONTACT NAME: Brett Atwell PHONE (A/C No. Ext.): (469) 443-3488 FAX (A/C. No.): (469) 443-3977 E-MAIL: batwell@INSURICA.com ADDRESS:
INSURED DataProse, LLC 1122 W. Bethel Rd. Suite 100 Dallas TX 75219	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins. Co. of NAIC # 20478 INSURER B: Continental Insurance Company 35289 INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 13-14 Liability

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Errors & Omissions GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		4031209640	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5092174977	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ single limit \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4031209833	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Network Cyber Liability		4031209704	12/1/2013	12/1/2014	Limit 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Baytown, its officers, agents and employees are included as additional insured as respects to all liability policies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Baytown
2123 Market Street
Baytown, TX 77520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Haselden, CPCU, AIM

ACORD 25 (2010/05)

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January 31, 2014

Linda Malak
Contract Administrator
City of Baytown
2123 Market Street
Baytown, Texas 77520

Re: Contract Renewal

Dear Linda,

Thank you for putting your trust in DataProse and allowing us to handle your bill processing and printing production process. This letter serves as notice of our intent to renew the contract with the City of Baytown. The contract renewal will begin on January 31, 2014 and will continue for a period of not less than one (1) year, ending on January 31, 2015.

As busy as you are, I'm sure it's virtually impossible to stay informed of every issue, every day – I urge you to let me know if you need anything else in this process. My direct phone number is (972) 462-5410.

Once again, thank you very much and I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curtis Nelson".

Curtis Nelson
COO, DataProse, LLC

Acknowledgement:

By: A handwritten signature in blue ink, appearing to read "Porcu Mge.".

Title: PURCH. Mgr.

Date: 2-2-2014