
The City of Traverse City

Office of the City Manager

GOVERNMENTAL CENTER

400 Boardman Avenue

Traverse City, MI 49684

(231) 922-4440

(231) 922-4476 Fax



May 18, 2023

To Whom This May Concern:

The City of Traverse City will receive sealed proposals in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Tuesday, June 6, 2023, at 10 a.m.** for the following:

Mail Processing for Utility Statements
(specifications attached)

If the specifications are obtained from the City's website link at:

http://www.traversecitymi.gov/bids_and_rfps.asp, it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to ksheridan@traversecitymi.gov.

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified. You must indicate on the outside of the sealed envelope that the bid is for the "Mail Processing for Utility Statements."

You must submit TWO (2) SEALED COPIES of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, e-mailed bids will be accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, "Mail Processing For Utility Statements," and submit your e-mailed bid to tcmanage@traversecitymi.gov before June 6, 2023, at 10 a.m.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Interim Treasurer, Jahna Robinson at jnrobinson@traversecitymi.gov or 231.922.4436 prior to the proposal being submitted.

PLEASE SUBMIT BID TO: Kim Sheridan, Purchasing Agent
City of Traverse City
400 Boardman Avenue, 2nd Fl.
Traverse City, MI 49684

**REQUEST FOR PROPOSALS
CITY OF TRAVERSE CITY
MAIL PROCESSING FOR UTILITY STATEMENTS**

A. INTENT

The City of Traverse City (the “City”) is seeking proposals from vendors to process utility bill statements.

B. BACKGROUND

The City operates two utilities Water and Wastewater. The City Treasurer’s office uses BS&A Utility Billing software to process the billing statements on a monthly basis for approximately 12,500 customers. There are approximately 4,600 paper bills mailed out for 5 cycles billed on approximately on the 5th, 10th, 15th, 20th and 25th of each month.

C. SCOPE

The City will provide:

1. Electronic files via electronic transmission with file layout in agreed format.
2. City of Traverse City will maintain a prepaid postage account. The postage rate will be at the vendors agreed upon rate based upon their contract with USPS.
3. Selective inserts will be included when applicable. Inserts are either electronic or hard copy shipped to the vendor.
4. The City may either provide or purchase all materials, which include envelopes and statement forms.

The Vendor will provide:

1. An area in their facility to receive and store all materials required for statement processing. Additionally, agree to provide physical inventory counts upon request of City management and notify management when stock levels fall to predetermined re-order levels.
2. The ability to receive transmissions of files in a secured environment (currently InfoSend) and in agreed format during predetermined times. Convert data to processing format and process according to a proposed statement of work flow prepared by the vendor.
3. The mail processing services include:
 - a. Receive files electronically
 - b. Acknowledgment of files received

- c. Process files
 - d. Approval of files before printing
 - e. Print statements
 - f. Set up inserting system
 - g. Burst, fold, collate and insert statements, and additional inserts, seal and meter with appropriate postage rate.
 - h. Prepare mailing to USPS specifications and deliver to USPS.
4. To extract customer account, location number and amount into a printed bar code (code 3 of 9) on the utility statement.
 5. To produce and print IMB barcode from the zip code.
 6. The ability to extract information for the print files to create graphical data representing usage for the past twelve months along with comparison of the current month. (see example attached)
 7. Upcoming USPS changes in regulations or processes and be available to provide guidance.
 8. Third party reports on the vendor's internal control process specifically SAS 70.
 9. Artwork capabilities for changes made to the utility statement and envelopes.
 10. Description of the vendor's quality control process.
 11. Description of the vendor's security and business continuity and disaster recovery processes for their facilities.
 12. Provide a timeline of implementation.

It is expected the vendor will process statements and handle the capability for the City according to the terms outlined in this proposal. Project parameters and additional processing specifications are as follows:

1. Estimated volume: 4600 paper bills mailed out - 5 cycles billed approx. on the 5th, 10th, 15th, 20th and 25th of each month
2. Approx. 4600 paper bills mailed out
3. Processing frequency: Five times a month
4. Processing category: Letters, automation compatible
5. Method of postage: Meter
6. Class of postage: First class
7. Address verification: Utilization of Cass Certification, Fastforward MLCOR and NCOA Link. All mailing address changes forwarded to the City.

8. Data format to be determined.
9. Initial programming: The vendor will be responsible for conversion of data received by the City to process compatible formats for the vendor's system and all programming.
10. Materials: as previously described
11. Data processing services: as previously described
12. Mail processing services: as previously described and within a 24-hour turnaround time from receipt of files.
- 13. Emergency processing: In the event of system or equipment failure at the vendor's facility, the vendor must have a backup plan of how to handle the City's volume. THE VENDOR'S BACK UP OR DISASTER PLAN MUST BE DISCLOSED IN THE RESPONSE TO THE RFP.**

The City is open to any modifications to the above as long as it does not impede any additional costs on our behalf or promotes inefficiencies.

D. PRICING

The vendor must provide both a flat price and a per unit price.

The flat price will include the initial setup fees, which will include initial programming, set up FTP protocol, inventory control programs, list conversions, audits, data processing procedures and quality controls. This will only be a one-time fee.

The monthly price will include processing (preprocessing, laser printing, fold and insert, insert #9 envelope, seal and meter, insert of generic inserts, barcode/presort mail), NCOA Link processing, materials (custom paper, customer #9 and #10 envelopes), and USPS postage. The monthly price should reflect a cost per item processed, and it is expected this will be the method on how to invoice the City on a monthly basis. Examples of the custom paper and envelopes will be mailed at the request of the vendor.

The vendor shall provide payment terms, which shall be for five years and, if applicable, an escalation percentage over a specified period.

All postage will be prepaid by the City. The vendor must disclose the current rate of postage they are able to provide based on their agreement with USPS.

E. TERMS AND CONDITIONS

The vendor must safe guard all confidential matter in conformity with the provisions of applicable Federal and State statutes, Executive Orders and Regulations and to execute such papers as may be necessary or appropriate in connection therewith.

Payments will be made on a monthly basis via an invoice submitted by the vendor. It is expected the Vendor will maintain their contract with USPS during the duration of the contract.

F. TIME FRAME

Listed below is the time frame related to this RFP.

Release final RFP:	May 18, 2023
Proposal Due:	June 6, 2023
Proposals Reviewed:	June 6-12, 2023
Interview Process:	June 13-20, 2023
Notice of award:	June 21, 2023
Departments begin to sign on to service:	July 1, 2023

G. EXAMINATION OF WORK

Prior to submission of a proposal, the Vendor shall make and shall deem to have made a careful examination of the request for proposals, specifications, and contract included herewith. The Vendor shall become informed as to the nature of the proposed service and all other matters that may affect the cost and time of completion of the project.

It is the Vendor's responsibility, prior to proposal submission, to become fully aware of the requirements. Ignorance of conditions that now exist or that may hereinafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination to become so informed will not be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all of the requirements of the contract, and will not be accepted as a basis for extra compensation or extension of time.

H. CONTRACT

The selected Vendor will be required to enter into a contract for this project. A draft contract is attached. The City will not entertain changes to its standard contract terms. All requirements of the contract, these specifications and Vendor's proposal will become contractual obligations of the Vendor.

I. SUBCONTRACTING

The selected Vendor will be required to assume responsibility for all services outlined in this RFP, whether or not that firm provides them or subcontracts them to another entity. None of the Vendor's duties under the Vendor shall be assigned, subcontracted or transferred without prior written consent of the City. Any assignment, subcontract or transfer of duties under the contract shall be in writing. The City will consider the Vendor to be the sole point of contact with regard to contractual matters, including payment of any or all charges resulting from the contract. If any of the work is to be subcontracted, the Vendor awarded the proposal must provide a complete description of the work to be subcontracted and a description of the subcontractor's organization and capabilities. Vendor must list all subcontractors to be used in the Proposal. The Vendor is totally responsible for adherence by the subcontractor to all provisions of the contract and its specifications.

J. TERMINATION

Terms are outlined in the attached draft contract.

K. SILENCE OF SPECIFICATIONS

The apparent silence of any portion of this RFP and any supplemental requirements as to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All services are to be first quality.

All interpretations of the RFP shall be made upon the basis of this statement.

L. SUBMISSION OF PROPOSALS

Interested Vendors must submit **two (2)** sealed proposals containing:

1. Cover page
 - a. Proposing company name
 - b. Contact person for RFP
 - c. Business address
 - d. Business telephone number
 - e. Facsimile number
 - f. Email address
2. Table of contents
 - a. The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including enclosures, shall be clearly and consecutively numbered and correspond to the Table of Contents.
3. Executive Summary
 - a. A summary of the Providers' response to the RFP, including any exceptions to the scope of services.
4. References and experience
 - a. Providers must include a list of other governmental entities including points of contact (name, address and telephone numbers) to be used as references for all governmental entities work performed in the last five years. Selected organizations may be contacted to determine the quality of work performed. For each provider who would be assigned to the project, their education and work experience must be described.
5. Cost proposal in accordance with the above specifications. All prices, costs and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date of the proposals. The cost proposal shall represent all costs to be considered in making comparisons in order to award the contract for mail processing for utility statements. No additional fees will be paid for services not itemized on the proposal form. The City reserves the right to negotiate with the awarded provider reasonable fees for services unanticipated or not existing at the time of the contract award.

M. EVALUATION OF PROPOSALS

All proposals received shall be subject to evaluation by representatives of the City. This evaluation will be conducted in a manner deemed appropriate by the City for the selection of a vendor for the purpose of entering into a contract to perform this service. Price alone shall not be the basis for the award of this work but shall be only one of the components considered. The City does not intend to award a contract for this work solely on the basis of any response made to this request. The City reserves the right to interview any vendor who presents a proposal and who is shown to be qualified, responsible and capable of performing the work prior to any award of this work.

N. INQUIRIES

Please direct any questions concerning any part of these specifications to:

Jahna Robinson, Interim Treasurer
231.922.4436 (phone)
jnrobinson@traversecitymi.gov

Sealed proposals clearly marked “**Mail Processing for Utility Statements**” must be received at the following location **no later than 10 a.m. on Tuesday, June 6, 2023.**

Kim Sheridan, Purchasing Agent
City Manager’s Office
Governmental Center, 2nd floor
400 Boardman Avenue
Traverse City, MI 49684

Only the successful vendor will be notified. If you so desire, you may call for results.

DRAFT

CITY OF TRAVERSE CITY VENDOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Vendor");

WHEREAS, the City desires to engage the services of the Vendor to furnish technical and professional assistance concerning the project which is described as:

[BRIEF DESCRIPTION OF PROJECT]

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Notice
 - B. Request for Proposals/Bids
 - C. Vendor's Proposal/Bid
 - D. Schedule of Payments
 - E. Timetable for Activities
2. Scope of Services. The Vendor shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The City shall pay to the Vendor and the Vendor agrees to accept as full compensation for services under this Agreement the total sum of \$_____ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within _____ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by

the Vendor to be a joint venture.

6. The Vendor's Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Vendor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Vendor.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Vendor shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Vendor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:

10. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Vendor is required to name the

City as additional insured, and shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Vendor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

10. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Vendor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Vendor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Vendor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Vendor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Vendor with all information currently available to the City upon request of the Vendor. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or

applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Vendor because of its ability and reputation and none of the Vendor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Vendor's duties under this Agreement must be in writing.

16. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless the City Manager and the Vendor agree to modification in a particular case. The Vendor shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Vendor. The Vendor specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Vendor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Vendor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Vendor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than

the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of the American Arbitration Association or a similar agreed to organization or arbitrator. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Vendor. Copies of the City-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Vendor are only for convenience of the Vendor. Any conclusion

of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Vendor. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Vendor's seal or the identification of the Vendor in the title block.

30. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By _____
Richard I. Lewis, Mayor

By _____
Benjamin C. Marentette, City Clerk

VENDOR

APPROVED AS TO SUBSTANCE:

Nate Geinzer, Interim Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

By _____
Signature

Name and Title (print or type)

SCOPE OF SERVICES

[Request for Proposals/Bids and the Vendor's Proposal/Bid inserted here]

SCHEDULE OF PAYMENTS

Payments may be made to the Vendor after satisfactory service and upon receipt of a valid invoice approved by the City.

Final payment shall be made upon completion of all the Vendor's services. Total payment including expenses shall be \$_____.

TIMETABLE FOR ACTIVITIES

The Vendor's services shall commence within_____ working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Vendor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than_____.

Vendor: Please return this sheet.

BID SUMMARY

Title: **MAIL PROCESSING FOR UTILITY STATEMENTS**

Due Date: **TUESDAY, JUNE 6, 2023 at 10 a.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order /
Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse City's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or

federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, time frame, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

TOTAL COST DETAILS SUMMARY

Cost of services - Pricing: Initial setup fee \$ _____ Cost per item \$ _____

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone Fax

City, State, Zip

EMAIL ADDRESS:

Sole proprietorship/partnership/corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

2. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

3. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

PAYMENT OPTIONS:

Invoice Cloud – The City of Traverse City has partnered with Invoice Cloud to provide enhanced payment options for our utilities customers. You can visit the City's BS&A website at <https://bsaonline.com/?uid=222> to view utilities account bills. From there you can follow the links to make payments on Invoice Cloud. You will also have the opportunity to set up your account on Invoice Cloud to provide notifications of new bills, arrange for recurring payments, pay-by-text and bank drafting. Please note that processing fees will be added to various types of payments through Invoice Cloud. Questions, contact Customer Service at 231-922-4431.

Automatic Bank Drafting - Have your utility bill automatically drafted from your bank account. Enroll your account with Invoice Cloud to enable this service.

Bill E-Notifications - View your bill online. To enroll, register through Invoice Cloud.

Mail - Place a stamp on the provided return envelope and enclose the remittance stub and a check made out to the City of Traverse City. Do not use tape, staples, and do not mail cash. Send payment to P.O. Box 592, Traverse City, MI 49685-0592.

Drop Box - Drop your payments off in the drop boxes located in front of the Governmental Center at 400 Boardman Avenue. Please do not drop cash payments in the drop box.

Customer Service Department - Drop-off, payments at the Customer Service Department located at 400 Boardman Avenue. Cash, check and money orders are accepted at this location only.

ASSISTANCE AND SHUT OFF PROTECTIONS

Assistance:

Utility customers may be eligible for economic assistance from the Michigan Department of Human Services, please call 231-941-3900 for assistance.

Shut off Protections:

Medical emergency protections are available for critical care customers (individuals who require home medical equipment or a life support system) or utility customers with a medical emergency (medical condition that will be aggravated by the lack of utility service). Medical documentation from a licensed physician is required to determine eligibility.

Military shut off protections are available for customers that are in military active duty. Verification of active duty is required to determine eligibility.

Low income protections are available for utility customers with household incomes that do not exceed 150% of the poverty level, or are participants in assistance from a state emergency relief program, food assistance or Medicaid. Income tax documentation or verification of enrollment in programs is required to determine eligibility.

Senior citizen protections are available during heating and cooling seasons. Seniors will not be shut-off in the winter or if the summer temperatures exceed 95 degrees. Seniors are required to notify the utility and sign an affidavit to be eligible for this protection.

For more information on Assistance and Protections please call Customer Service at 231-922-4431.

RATES

A schedule of utility rates is available by calling Customer Service at 231-922-4431 or by visiting www.traversecitymi.gov/government/city-departments/treasurer/utility-services.html

WINTER QUARTER AVERAGE

In order to give credit for lawn sprinkling for residential customers for the period from April 15 through October 15, the average water consumption for the months of January, February, and March shall be used as the basis for a sewer service charge.

BS&A Software Utility Billing System® Generic Bill Export Version 3

Last Modified: 06/01/2020

Telephone: (517) 641-8900

Export Information:

- 1) All fields are left justified and space filled to the right.
- 2) Unused fields will be padded with spaces.
- 3) Field Types: AN (alpha numeric); N (numeric); D (decimal); DT (date: mm/dd/yyyy)

Last Modification(s)

02/03/2014: Last Due Date added
 10/15/2014: Print Group, Paperless Customer, and Primary Print Group fields added
 11/01/2014: Current Meter Read Multiplied, Previous Meter Read Multiplied, Usage Multiplied, Billed Usage (multiplied)
 12/01/2014: Last Bill Calculation Amount
 03/15/2015: Mailing Name2 added
 05/15/2015: Additional graph point added (now 13 instead of 12), added meter user1field
 08/01/2015: Payment plan fields added
 8/15/2015: Seasonal Usage Used field added
 03/01/2016: Email field added; Misc / Overflow section added.
 05/01/2016: Irrigation category added to the graph section
 08/03/2016: Third party auto pay added to Account section
 01/15/2019: Bridgestone ClientId added to Misc/Overflow Section
 03/18/2019: Fields Names of Third Party Auto Pay and Primary Print Group Display corrected
 11/15/2019: Debt payment and debt balance fields added
 05/01/2020: Outstanding deposit total added
 06/01/2020: Resident pin # added

Field Name	Offset	Length	Type; Comments
<i>Account Section - Contains basic information about the account</i>			
Account #	1	25	AN
Parcel #	26	25	AN
Cycle Name	51	20	AN
Cycle Code	71	4	AN
Account Class	75	20	AN
Route / Book	95	10	AN
Zone / Section	105	20	AN
Account Status	125	20	AN; Ex: Active, Inactive, Final Bill, First Bill
Account Id / Record #	145	10	N; unique Id stored on each account
Barcode (unformatted)	155	30	AN; You will need to format this string in Barcode 128 or Barcode 3 of 9 format
OCR Scan Line	185	80	AN; if applicable - bank specific OCR scanline
Print Group	265	20	AN
Third Party Auto Pay	285	1	AN; Y=yes, N=no
Primary Print Group Account	286	1	AN; T or F
Space	286	78	For future use

Service Address Section - Contains information about the property address for the account

Service Address	365	62	AN; property street address (ex. 101 N. Main St)
Service Address City	427	25	AN; property city
Service Address State	452	2	AN; property state
Service Address Zip	454	10	AN; property zip
Space	464	50	For future use

Mailing Section - Contains information on where bill or notice needs to be sent

Mailing Name	514	35	AN
Mailing Care Of	549	35	AN
Mailing Address Line1	584	40	AN
Mailing Address Line2	624	40	AN
Mailing City	664	25	AN
Mailing State	689	2	AN
Mailing Zip	691	10	AN
ACH Customer	701	1	AN; T or F
Account Pin #	702	8	AN; pin # used for accessing online account information. Account based.
Paperless Customer	710	1	AN - T or F
Mailing Name2	711	35	AN; secondary mailing name on the account
Space	746	6	For future use

Billing Dates Section - Contains billing dates for the current billing

Billing Date	752	10 DT
Billing From	762	10 DT
Billing To	772	10 DT
Billing Days	782	3 N
Due Date	785	10 DT
Past Due Date	795	10 DT
Last Due Date	805	10 DT; due date of the last bill that was printed
Space	815	10 For future use

Totals Section - Contains information about the current and past billings in total

Total Amount Due	825	10 D; Total amount that is owed by the customer
Total Amount Due If Late	835	10 D; Total amount owed by the customer after penalty has been applied
Total Current Billing Amount	845	10 D; Amount of the current billing
Total Current Sales Tax Amount	855	10 D; Amount of the current billing sales tax
Total Non-Current Amount Due	865	10 D; Total of non-current billing and sales tax (sum of the next 4 fields)
Total Previous Billings Due	875	10 D; Amount of non-current billings owed
Total Previous Sales Tax Due	885	10 D; Amount of non-current sales tax owed
Total Penalty Amount Due	895	10 D; Amount of penalty owed
Total Interest Amount Due	905	10 D; Amount of interest owed
Previous Balance Code	915	2 AN
Flat Budget Billing Amount	917	10 D; Flat budget billing amount if applicable
Flat Budget Billing Actual Due	927	10 D; Actual amount that is owed on the account
Space	937	40 For future use

Misc Transactions Section part 1 - Contains miscellaneous transactions that have occurred since the last billing (gathered from history)

Payments Since Last Billing	977	10 D; Payments since the last billing
Adjustments Since Last Billing	987	10 D; Adjustments since the last billing
Penalties Since Last Billing	997	10 D; Penalties since the last billing
Interest Since Last Billing	1007	10 D; Interest since the last billing

Bill Message Section - Contains message to be displayed on bill or notice

Bill Message Line1	1017	100 AN
Bill Message Line2	1117	100 AN
Bill Message Line3	1217	100 AN
Bill Message Line4	1317	100 AN

Past Due / Shutoff Notice Section. The following 3 fields are used for printing past due or shutoff notices

Past Due / Shutoff Amount	1417	10 D; used when sending past due / shutoff notices
Past Due / Shutoff Date	1427	10 DT
Space	1437	30 For future use

Misc Transactions Section part 2 - Contains miscellaneous transactions that have occurred since the last billing (gathered from history)

Last Billing Balance	1467	10 D; Balance as of last billing
Last Bill Calculation Amount	1477	10 D; Prior billing amount generated (last billing period)

Last Payment Section - Contains last payment information

Last Payment Amount	1487	10 N; Last payment amount made by customer
Last Payment Date	1497	10 DT
Space	1507	50 For future use

*Billing Item Section. This contains 25 separate billing items. Unused items will be filled in with spaces
This section spans 12,500 characters (25 billing items * 500 characters [each item is 500 characters])*

Billing Item Name	1557	20 AN; Name of the item being charged (ex. Water)
Billing Item Name Description	1577	50 AN; Longer version of name (if applicable)
Billing Item Rate	1627	25 AN; Name of billing item rate
Billing Item Rate Description	1652	50 AN; Longer version of billing item rate (if applicable)
Rate Unit of Measurement	1702	10 AN; Gallons, KWH, KW, etc
Billing Item Code	1712	4 AN; Item code if applicable
Current Billing Amount	1716	10 D; Current billing amount for the item
Current Sales Tax Amount	1726	10 D; Current salex tax amount for the item
Non-Current Amount Due	1736	10 D; Total non-current billing and sales tax (sum of the next 4 fields)
Previous Billings Due	1746	10 D; Non-Current billing amount for the item
Previous Sales Tax Due	1756	10 D; Non-Current salex tax amount for the item
Penalty Amount Due	1766	10 D; Penalty amount for the item

Interest Amount Due	1776	10 D; Interest amount for the item
Total Amount Due	1786	10 D; total amount due for the item; including current amount(s)
Current Meter Read	1796	12 N; Current read used in the billing (if applicable)
Current Meter Read Date	1808	10 DT
Current Meter Read Type	1818	15 DT
Current Meter Read Type Code	1833	1 DT
Previous Meter Read	1834	12 N; Previous read used in the billing (if applicable)
Previous Meter Read Date	1846	10 DT
Previous Meter Read Type	1856	15 DT
Previous Meter Read Type Code	1871	1 DT
Current Usage	1872	12 N; Usage amount used in the billing current read - prev read)
Total Multiplied Usage	1884	12 N; Total usage amount including attached meter usage
Meter Id	1896	15 AN: The Id of the associated meter
REU's / Number of Units	1911	10 N; The number of units / REU multiplier associated with the item
Meter Multiplier	1921	10 N; Usage multiplier for the meter (if applicable)
Billed Usage (multiplied)	1931	12 N; Usage amount used in the billing current read - prev read)
Seasonal Usage Used	1943	1 A; Y=yes, N=no
Debt Balance	1944	10 D; Balance of debt owed
Debt Payment Amount	1954	10 D; Debt amount to be paid/billed each billing
Space	1964	93 For future use

Service Section. This section contains 10 metered services. Unused services will be filled in with spaces

This section is only used if the unit want to separate meter reads & usage from the billing items (above).

*This section spans 2,500 characters (10 services * 250 characters [each service is 250 characters])*

Service Name	14057	20 AN; Name of the metered service
Current Meter Read	14077	12 N; Current read for the meter (if applicable)
Current Meter Read Date	14089	10 DT
Current Meter Read Type	14099	15 DT
Previous Meter Read	14114	12 N; Previous read for the meter (if applicable)
Previous Meter Read Date	14126	10 DT
Previous Meter Read Type	14136	15 DT
Current Usage	14151	12 N; Meter usage amount
Last Years Usage	14163	12 N; Last years meter usage
Usage Percent Change	14175	10 D; % difference between current and last years usage
Meter Number	14185	15 Auto meter ID for the associated service
Meter Size	14200	20 Meter size for the associated service
Current Usage Days	14220	3 Days elapsed from the current and previous read
Meter Serial Number	14223	15 Meter serial number for the associated service
Multiplied Current Meter Read	14238	12 N; Multiplied current read for the meter (if applicable)
Multiplied Previous Meter Read	14250	12 N; Multiplied previous read for the meter (if applicable)
Multiplied Current Usage	14262	12 N; Multiplied meter usage amount
User1Field	14274	20 AN; User defined meter field
Space	14294	13 For future use

Graph Section. This section contains usage graphing information for 13 points (oldest to newest)

This section is only used if the unit wishes to print a usage graph on their bill. It's broken out by Water and Electric usage

*This section spans 1,300 characters (13 graph points * 100 [each graph point is 100 characters])*

Water Usage Label	16557	10 AN; X-Axis graph label (date)
Water Usage	16567	12 N; X-Axis water usage amount
Electric Usage Label	16579	10 AN; X-Axis graph label (date)
Electric Usage	16589	12 N; X-Axis electric usage amount
Gas Usage Label	16601	10 AN; X-Axis graph label (date)
Gas Usage	16611	12 N; X-Axis electric usage amount
Irrigation Usage Label	16623	10 AN; X-Axis graph label (date)
Irrigation Usage	16633	12 N; X-Axis electric usage amount
Space	16645	12 For future use

Payment Plan Section. This section contains basic information about account payment plans (if applicable).

Payment Plan Amount	17857	10 D; Original payment plan amount (orig. amount)
Payment Plan Balance	17867	10 D; Remaining balance of payment plan (amount due)
Payment Plan Expire Date	17877	10 DT; Date the payment plan needs to be paid off
Payment Plan Next Scheduled Amount	17887	10 D; Next scheduled payment plan tier amount to be paid
Payment Plan Next Scheduled Date	17897	10 DT; Next scheduled payment plan tier due date

Misc / Overflow Section.

Email Address	17907	50 AN; Email address for the customer in the Mailing Section
---------------	-------	--

Bridgestone ClientId	17957	2 AN; Custom field for Bridgestone
Outstanding Deposit Total	17959	10 D; Total outstanding deposit amount for account
Resident Pin #	17969	8 AN; pin # used for accessing online account information. Resident based.
Space	17977	280 For future use
Carriage Return	18257	1 0x0D
Line Feed	18258	1 0x0A