

City Council Agenda Items
and
Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
Agenda Items Only

Rainy Laycox

Submitted By

Billing & Collections

Division

Finance

Department

Action Required:

Awardig Bid 12-21, Mailing Services to MailCo USA, Inc. for a period of one (1) year with an option for four (4) automatic annual renewals for a total possible contract term of five (5) years based on the prices presented.

<u>\$246,072.51</u>	<u>\$241,000.00</u>	<u>Services and Charges</u>
Cost of this request	Category / Project Budget	Program Category / Project Name
<u>5400-1810-5305.00</u>	<u>\$46,097.10</u>	<u>Billing & Collections/SW Admin</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>5500-5000.5305.00</u>	<u>\$30,156.01</u>	<u>Water & Sewer /Solid Waste</u>
Project Number	Remaining Balance	Fund Name
	<u>\$311,346.89</u>	

Budgeted Item

Budget Adjustment Attached

Paul A. Becker 6-1-2012
Department Director Date

Previous Ordinance or Resolution # 127-04

[Signature] 6-4-2012
City Attorney Date

Original Contract Date: 9/7/2004

Original Contract Number: _____

Paul A. Becker 6-4-2012
Finance and Internal Services Director Date

Received in City Clerk's Office 06-01-12 P03:40 RCVD
Kim G.

Don Wan 6-4-12
Chief of Staff Date

Received in Mayor's Office
6/4/12
ENTERED

Lionel Jordan 6/4/12
Mayor Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

Thru: Paul Becker, Finance Director

From: Rainy Laycox, Billing & Collections Manager *RL*

Date: June 01, 2012

Subject: Resolution approving a contract with Mailco USA, Inc. based on Bid 12-21

RECOMMENDATION:

Administration recommends approval of the resolution and contract awarding to Mailco USA, Inc for mail processing for the City of Fayetteville for a period of one (1) year with an option for four (4) automatic annual renewals for a total possible contract term of five (5) years based on the prices detailed in Bid 12-21

BUDGET IMPACT:

At this time it is anticipated that costs will not exceed budgeted amounts for 2012 provided there are no unforeseen U S Postal Service rate increases for the remainder of said year.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH MAILCO, INC. FOR ONE YEAR'S MAILING SERVICES AT AN APPROXIMATE COST OF \$246,072.51 WITH AN OPTION TO RENEW THE CONTRACT FOR ANOTHER FOUR YEARS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with MailCo, Inc. for one year's mailing services at an approximate cost of \$246,072.51 with an option to renew the contract for another four years.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Fayetteville

ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 12-21, Mailing Services
DEADLINE: Wednesday, May, 30, 2012 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO
DATE OF ISSUE AND ADVERTISEMENT: Thursday, May 10, 2012

INVITATION TO BID Bid 12-21, Mailing Services

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the bid number, bid description, and with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.


Name of Firm: MailCo USA Inc

Contact Person: Kathy Ferguson Title: President

E-Mail: kferguson@mailcousa.com Phone: 479-521-6245

Business Address: 3186 S School Ave

City: Fayetteville State: AR Zip: 72701-7935

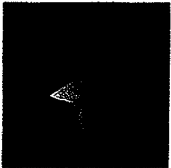
Signature:  Date: 05/29/12



**There is a better way
to send your mail.**

MAILCO USA OFFERS YOU...MORE THAN MAIL

Company History and Overview



MailCo USA Inc. was established on July 1, 1988 by Robert C. Susong. Mr. Susong had just retired as United States Postmaster in Fayetteville after more than 33 years of service. He was joined by his daughter, Kathy D. Ferguson, in 1989 and together they owned and operated the firm. After graduating from college in 2005, Mrs. Ferguson's daughter, Sarah Bailey, and son-in-law, Justin Bailey, also joined the family business.



MailCo USA Inc. has provided complete mailroom services for both large and small firms and organizations throughout Northwest Arkansas since 1988. MailCo USA was the first "presort bureau" available to companies in this region, allowing them to mail at discounted rates with an increase in efficiency and speed of service. MailCo USA has closely partnered with the United States Postal Service for many years to provide quality service for area companies, churches, and individuals. Wal-Mart, PAM Transport, Bank of Fayetteville, Washington Regional Medical Center, City of Fayetteville, Fayetteville Chamber of Commerce, University of Arkansas Mailing Services, Fayetteville Public Library, Fayetteville Public Schools, Razorback Foundation and the Walton Arts Center are just a few of the several hundred customers we serve daily.

MailCo has been providing daily mail processing services to the City of Fayetteville since 1990.

****Current daily customer base serving is 215 with an average monthly volume of 2.25+ million (70% 1st class, 30% presort standard).****



13 Daily Routes include:

- Fayetteville
- Fort Smith/Van Buren
- Springdale
- Bentonville
- Rogers
- Eureka Springs
- Bella Vista
- University of Arkansas
- Siloam Springs
- On-Call

MailCo USA's success can be measured by:

- Our phenomenal growth and expansion over the last 20+ years.
- The longevity and trust of our customer base: Customer Service.
- The amount of monies and time we have contributed back to Northwest Arkansas and surrounding areas.

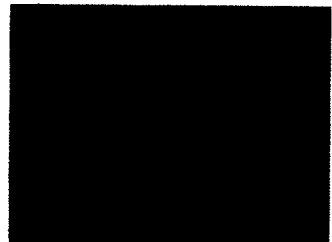
MailCo USA donates \$50,000 to \$75,000 to local non-profits via services and/or cash donations every year.

Equipment Profile

MailCo USA has the equipment and technology to handle any size and type of job. **Onsite equipment include(s)*:**



- Lockheed Martin/PTI Multi-line Character Reader/Barcode Sorter which barcodes and sorts lettersize mail (Bulk or 1st Class) at speeds between 25,000 to 40,000 pieces per hour. It is equipped with a licensed US Postal Service FastForward system, which forwards mail directly to customers who have moved and filed a change of address with the USPS. This system meets all USPS address verification requirements. Our system also operates the full service intelligent mail barcode offering further postage discounts and mail tracking capabilities. **We are the ONLY company in Northwest Arkansas using this sophisticated system incorporating the latest in USPS technology.**
- One Connect Plus Pitney Bowes Postage Digital Meter Machine.
- Five DM1000 Pitney Bowes Postage Digital Meter Machines.
- Two DM800 Pitney Bowes Postage Digital Meter Machines.
- One Pitney Bowes 8 Series Console Inserter with 1 Dual-Accumulation Sheet Feeder and 5 Insert Stations with Scanning Capabilities.
- One Pitney Bowes 7 Series Console Inserter with 1 Sheet Feeder and 4 Insert Stations with Scanning Capabilities.
- Two Pitney Bowes 1863 Tabletop Folder.
- One Baum Ultra-fold XLT Tabletop Folder.
- Two Pitney Bowes W990 Inkjetting System with drier and color/imaging capabilities.
- One Xerox 4110 High Speed Laser Printer/Scanner with document finishing capabilities.
- One Xerox 4127 High Speed Laser Printer/Scanner with document finishing capabilities.
- One Xerox Docucolor 260 High Speed Color Laser Printer/Scanner with document finishing capabilities.
- One Sharp AR-450 High Speed Laser Printer with document finishing capabilities.
- One Ricoh 1107 High Speed Laser Printer with document finishing capabilities.
- One Dell Server for Document Processing.
- Two Pitney Bowes SmartMailer Software for Cass Certification, presorting, postal coding, barcoding, and address standardization.
- One Pitney Bowes Flat sorter is a EZ Flat with RAF (Relative Aperture Focus) Smart Match
- One Hasler HT 25 Dual-Head Tabber
- One Rena XPS Protab Tabber
- One P-625 Samuel Strapping System
- One Accufast Wafer-Seal Tabbing Machine.
- One Pitney Bowes DP40S Color Printer
- Two Pitney Bowes Business Manager software system



Support Staff

- 7 Barcode Operators
- 12 Meter Operators
- 13 Route Drivers covering 13 Daily Routes across NW Arkansas
- 2 HR/Accounting Personnel

Extended Mailing Services Provided:

- Presort Bureau
 - FastForward - Address Changes Returned via Upload
 - Full-Service Intelligent Mail Barcode (Mail Tracking)
- Bulk Mail Services
 - NCOA Move Compliance
 - Duplicate Detection (No Charge)
 - List Management (No Charge)
 - List Services (Specialty, Routes, Demographics)
- Lettershop
 - Statement Setup and Creation (No Charge)
 - Mail Merge
 - Fold/insert/inkjet address/label
 - Print invoices, statements, flyers, postcards, envelopes
- See Business Services Flyer

Value-Add and Professional Services:

- Courier Services
- Volumes and Footprint with Larger Customer Base
- Print On-Demand (Threshold driven)
- Marketing and Advertising – Direct Mail, etc.
- Compliance

Assisting All Areas of the Business

MailCo USA concerns itself with researching every customer's extended needs to reduce mailing costs throughout their organization. We also cost allocate to the different departments daily/monthly/yearly to anticipate budgets for the upcoming year.

Real-Time Transactional Accounting Accrual – Pitney Bowes Business Manager Benefits:

- Manage accounts across the enterprise.
- Monitor and consolidate data from multiple systems at multiple sites.
- Track postal and shipping costs in real-time for an unlimited number of accounts.
- Use data management tools to analyze expenditures and highlight potential cost reductions.

Customer Base:

- Corporations
- City and County Governments
- Universities, Schools, Non-Profits
- Banks and Statement Processing (Red Flag Compliance)
- Hospitals/Medical Clinics and Statement Processing (HIPAA Compliance)
- Marketing and Advertising
- Benefits and Legal Departments
- And more...

Disaster Recovery Program: Wal-Mart PMDC

Future of Mail Processing/MailCo USA in providing High Quality Service:

- Online Bill Pay
- Online Account Access and Bill Pay
- Online Job/Project View
- Mail Tracking through IMB

City of Fayetteville
Bid 12-21, Mailing Services
Bid Form

Section A - Utility Bills					
Item #	Description	Estimated Yearly Quantity		UNIT PRICE	TOTAL
1	Monthly Bill	327,000	x	.38	= \$ 124,260.00
2	Shut Off Notice/Past Due	78,000	x	.37	= \$ 28,860.00
3	Bank Draft	87,000	x	.37	= \$ 32,190.00
4	Final Bill	24,000	x	.38	= \$ 9,120.00
5	Collection Letter	9,000	x	.37	= \$ 3,330.00
Section B - Standard Monthly Services					
Item #	Description	Estimated Yearly Quantity		UNIT PRICE	TOTAL
6	Employee Retirement & Savings Statements	2,000	x	.40	= \$ 800.00
7	Arrest Warrants	6,000	x	.37	= \$ 2,220.00
8	Parking Management	6,000	x	.37	= \$ 2,220.00
9	Sex Offender Mailouts	3,000	x	.525	= \$ 1,575.00
10	Trash Sticker Mailouts (newsletter & stickers), single bulk mailing	20,000	x	.259	= \$ 5,180.00
Section C - Daily Mail & Other Services					
Item #	Description	Estimated Yearly Quantity		UNIT PRICE	TOTAL
11	0-2 oz. letter (price per each)	80,000	x	.424	= \$ 33,920.00
12	Postcard	3,000	x	.32	= \$ 960.00
13	0-2 oz. certified with return receipt letter	250	x	5.75	= \$ 1,437.50
14	Courier fee - price per day	252	x	0	= \$ 0
Item #	Description	Quantity		UNIT PRICE	TOTAL
15	Printing Water Bills, 8.5x11 paper, top 1/3 perforated, white paper	445,325	x	.02475	= \$ 11,021.79
16	Printing Past Due Notices, 8.5x11 paper, top 1/3 perforated, PINK paper	82,359	x	.026	= \$ 2,141.33
Total Base Bid					\$ 259,235.62
All pricing shall reflect one total all inclusive cost, including postage, sorting fees, etc. as described in the bid documents. Prices shall not include printing unless stated. In the event postage costs increase, the per item price increase will only be allowed to reflect the actual postage increase.					
Bid form shall be completed in its entirety. Bidders shall bid on all items in order for bid to be considered.					
Name of Bidder: <u>MailCo. USA Inc</u>					

By signing the bid form, bidders agree to all terms, clauses, requirements, addenda, etc. listed in this document:

*NAME OF FIRM: MailCo USA Inc
Purchase Order(s) and/or Payments shall be issued to this name

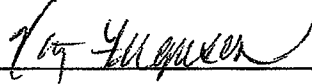
*BUSINESS ADDRESS: 3186 S School Ave

*CITY: Fayetteville *STATE: AR *ZIP: 72701-7935

*PHONE: 479-521-6245 FAX: 479-521-1195

*E-MAIL: kferguson@mailcousa.com

*BY: (PRINTED NAME) Kathy Ferguson

*AUTHORIZED SIGNATURE: 

*TITLE: President

*DOES A CONFLICT OF INTEREST EXITS? (EXPLAIN IF YES): no

*ACKNOWLEDGE ADDENDUM (List each addendum # & date): _____

1) EXECUTION OF BID BY SIGNATURE OF THIS DOCUMENT: Upon signing this Bid, bidder certifies and agrees that:

- a. He/she, as an officer of the organization, or with permission, is duly authorized to certify the information provided herein is accurate and true.
- b. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and all information regarding the articles being bid on.
- c. Unless otherwise noted by the bidder on the bid documents and explained in detail, the item(s) bid and listed shall meet or exceed all requirements presented in the bid package.
- d. The Bidder shall comply with all specifications and requirements for delivery, documentation and support as specified herein.
- e. Bidders are required to indicate by check mark or "Yes/No" on each line, of provided, of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

2) The City of Fayetteville reserves the right to award this bid all, by line item, or none.

3) The City reserves the right to award based on the best interest of the City.

4) Unsigned bids will be rejected. Items marked * on the bid form are mandatory for consideration.

5) By signing this bid form, bidder is providing debarment/suspension certification indicating that they are in compliance with the below Federal Executive Order. Certification shall be completed by signing this bid form.

- a. Debarment: Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- b. Bidder's signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- c. NOTICE:

- i. **CAUSE:** Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)
- ii. **TREATMENT:** Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

6) Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

7) Conflict of interest

- a. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.
- b. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.
- c. Bidder shall list any conflict on the bid form, as provided above.

City of Fayetteville
Bid 12-21, Mailing Services
Draft Contract

This contract executed this 30th day of May, 2012, between the City of Fayetteville, Arkansas, and MailCo USA Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. MailCo USA Inc at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-21 as stated in MailCo USA's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-21, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay MailCo USA Inc based on their bid proposal in an amount not to exceed \$ see bid acceptance. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and MailCo USA consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-21 with the specifications and conditions typed thereon.
 - B. MailCo USA Inc bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and MailCo USA Inc and may be modified only by a duly executed written instrument signed by the City of Fayetteville and MailCo USA Inc.
5. MailCo USA Inc shall not assign its duties under the terms of this agreement.
6. MailCo USA Inc agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from MailCo USA Inc performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. MailCo USA Inc shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, MailCo USA Inc shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance




CERTIFICATE OF LIABILITY INSURANCE

A. 2
MailCo, Inc.

DATE (MM/DD/YYYY)
10/17/2011

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 Larry Bittle Insurance Agency Inc 2786 N College Ave Ste A Fayetteville AR 72703-3314 	CONTACT NAME: Jill Nelson PHONE (A/C No. Ext): 479-521-6505 E-MAIL ADDRESS: jill@larrybittle.com		FAX (A/C No): 479-521-6570
	INSURER(S) AFFORDING COVERAGE		
INSURED Mailco USA Inc 3186 S School Ave Fayetteville AR 72701-7935	INSURER A: State Farm Fire and Casualty Company		NAIC # 25143
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		94-C1-3440-0	07/10/2011	07/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000		94-BB-L041-5	12/03/2011	12/03/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	94-BE-V137-8	09/05/2011	09/05/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION 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 

MailCo USA

3186 South School Ave
Fayetteville, AR 72701-7935
Phone: 479-521-MAIL (6245)
Fax: 479-521-1195

Sample

Worksheet summary for 1/1/2012 through 1/31/2012

67 - City of Fayetteville

<i>Description</i>	<i>Pieces</i>	<i>Amount</i>
metered	50,208	\$21,556.98
service charge		\$2,008.32
fold/insert1	14,418	\$144.18
fold/insert2	30,049	\$600.98
fold/insert3	444	\$13.32
fold/insert4	58	\$2.32
sex offender	0	\$55.92
ups	5	\$100.55



Sample
Current
Statement

3186 S School Ave
Fayetteville, AR 72701-7935
Phone: (479) 521-MAIL(6245)
Fax: (479)521-1195

Statement Date: Thursday, February 02, 2012
Customer Account Number: 067

City of Fayetteville
Attn: Rainy Laycox
113 W. Mountain St
Fayetteville, AR 72701-6083

Balance Forward: \$21,077.67

WITHDRAWALS:

Date	Pickup Fee	Pieces	Postage	Serv Chg Sort Fee	Business Service	Bus Svc Amount	Total	
01/03/2012	\$0.00	103	\$84.56	\$4.12	ups	\$16.21	(\$104.89)	
01/04/2012	\$0.00	4,920	\$2,136.39	\$196.80	fold/insert1 fold/insert2	\$84.91	(\$2,418.10)	
01/05/2012	\$0.00	1,537	\$660.46	\$61.48	sex offender fold/insert2 fold/insert1	\$34.87	(\$756.81)	
01/06/2012	\$0.00	8,580	\$3,463.17	\$343.20	fold/insert2 fold/insert1	\$130.93	(\$3,937.30)	
01/09/2012	\$0.00	875	\$447.63	\$35.00	fold/insert1 fold/insert2	\$7.93	(\$490.56)	
01/10/2012	\$0.00	1,030	\$473.83	\$41.20	fold/insert1 fold/insert2 ups	\$26.83	(\$541.86)	
01/11/2012	\$0.00	5,361	\$2,186.39	\$214.44	fold/insert1 fold/insert2	\$103.15	(\$2,503.98)	
01/12/2012	\$0.00	88	\$52.61	\$3.52	ups	\$4.00	(\$60.13)	
01/13/2012	\$0.00	5,109	\$2,136.27	\$204.36	fold/insert2 fold/insert1	\$84.99	(\$2,425.62)	
01/16/2012	\$0.00	88	\$30.07	\$3.52	fold/insert2	\$0.44	(\$34.03)	
01/17/2012	\$0.00	621	\$302.27	\$24.84	fold/insert4 sex offender fold/insert3	\$49.71	(\$376.82)	
01/18/2012	\$0.00	3,058	\$1,293.39	\$122.32	fold/insert2 fold/insert3 fold/insert1	\$54.90	(\$1,470.61)	
01/19/2012	\$0.00	1,491	\$687.71	\$59.64	fold/insert1 fold/insert2	\$13.91	(\$761.26)	
01/20/2012	\$0.00	3,892	\$1,661.19	\$155.68	fold/insert1 fold/insert2	\$51.40	(\$1,868.27)	
01/23/2012	\$0.00	73	\$64.50	\$2.92		\$0.00	(\$67.42)	
01/24/2012	\$0.00	303	\$163.00	\$12.12	ups fold/insert2	\$23.51	(\$198.63)	
01/25/2012	\$0.00	4,374	\$1,810.89	\$174.96	fold/insert1 fold/insert2	\$76.92	(\$2,062.77)	
01/26/2012	\$0.00	153	\$118.52	\$6.12	ups	\$40.49	(\$165.13)	
01/27/2012	\$0.00	8,290	\$3,587.06	\$331.60	fold/insert2 fold/insert1	\$112.13	(\$4,030.79)	
01/30/2012	\$0.00	196	\$130.06	\$7.84		\$0.00	(\$137.90)	
01/31/2012	\$0.00	66	\$67.04	\$2.64	fold/insert2	\$0.04	(\$69.72)	
Total for Withdrawals:								
	\$0.00	50,208	\$21,556.98	\$2,008.32		\$917.27	(\$24,482.57)	

DEPOSITS:

Date	Pickup Fee	Pieces	Postage	Serv Chg Sort Fee	Business Service	Bus Svc Amount	Total
01/04/2012	\$0.00	0	(\$45,000.00)	\$0.00		\$0.00	\$45,000.00
Total for Deposits:							
	\$0.00	0	(\$45,000.00)	\$0.00		\$0.00	\$45,000.00

Balance in your account: \$41,595.10

Thank you! We appreciate your business!

MailCo USA
3186 S School Ave
Fayetteville, AR 72701-7935
479-521-6245

*Rough Sample
Proposed Statement*

Statement Date: 00-00-0000
CUSTOMER ACCOUNT NUMBER: 67
CITY OF FAYETTEVILLE
ATTN: RAINY LAYCOX
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701-6083

*will show daily and
monthly totals
for each sub account,
i.e. monthly bills,
bank drafts, etc.*

DAILY MAIL:

DATE	PICK UP FEE	PIECES	POSTAGE	SERV CHG	FULL SERVICE	TOTAL
00/00/0000		1	0.35	0.02		0.37

MONTHLY BILLS:

00/00/0000		1			0.38	0.38
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SHUT OFF NOTICES:

00/00/0000		1			0.38	0.38
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BANK DRAFT:

00/00/0000		1			0.37	0.37
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FINAL BILL:

00/00/0000		1			0.37	0.37
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ARREST WARRANTS:

00/00/0000		1			0.38	0.38
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PARKING MGMT:

00/00/0000		1			0.38	0.38
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TOTAL WITHDRAWALS:						2.63
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TOTAL DEPOSITS:						-2.63
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BALANCE IN YOUR ACCOUNT:						0
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Bid 12-21, Mailing Services

BID: 12-21
DATE: 05/30/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Data Forms, Inc.					MailCo USA Inc.						
Item #	Description	Estimated Yearly Quantity	UNIT PRICE	TOTAL	Item #	Description	Estimated Yearly Quantity	UNIT PRICE	TOTAL		
1	Monthly Bill	327,000	\$ 0.404	\$ 132,108.00	1	Monthly Bill	327,000	\$ 0.38	\$ 124,260.00		
2	Shut Off Notice/Past Due	78,000	\$ 0.404	\$ 31,512.00	2	Shut Off Notice/Past Due	78,000	\$ 0.37	\$ 28,860.00		
3	Bank Draft	87,000	\$ 0.404	\$ 35,148.00	3	Bank Draft	87,000	\$ 0.37	\$ 32,190.00		
4	Final Bill	24,000	\$ 0.404	\$ 9,696.00	4	Final Bill	24,000	\$ 0.38	\$ 9,120.00		
5	Collection Letter	9,000	\$ 0.404	\$ 3,636.00	5	Collection Letter	9,000	\$ 0.37	\$ 3,330.00		
6	Employee Retirement & Savings Statements	2,000	\$ 0.424	\$ 848.00	6	Employee Retirement & Savings Statements	2,000	\$ 0.40	\$ 800.00		
7	Arrest Warrants	6,000	\$ 0.424	\$ 2,544.00	7	Arrest Warrants	6,000	\$ 0.37	\$ 2,220.00		
8	Parking Management	6,000	\$ 0.424	\$ 2,544.00	8	Parking Management	6,000	\$ 0.37	\$ 2,220.00		
9	Sex Offender Mailouts	3,000	\$ 0.60	\$ 1,800.00	9	Sex Offender Mailouts	3,000	\$ 0.525	\$ 1,575.00		
10	Trash Sticker Mailouts (newsletter & stickers), single bulk mailing	20,000	\$ 0.97	\$ 19,400.00	10	Trash Sticker Mailouts (newsletter & stickers), single bulk mailing	20,000	\$ 0.259	\$ 5,180.00		
11	0-2 oz. letter (price per each)	80,000	\$ 0.424	\$ 33,920.00	11	0-2 oz. letter (price per each)	80,000	\$ 0.424	\$ 33,920.00		
12	Postcard	3,000	\$ 0.30	\$ 900.00	12	Postcard	3,000	\$ 0.32	\$ 960.00		
13	0-2 oz. certified with return receipt letter	250	\$ 6.00	\$ 1,500.00	13	0-2 oz. certified with return receipt letter	250	\$ 5.75	\$ 1,437.50		
14	Courier fee - price per day	252	NO FEE	\$ -	14	Courier fee - price per day	252	NO FEE	\$ -		
15	Printing Water Bills, 8.5x11 paper, top 1/3 perforated, white paper	445,325	\$ 0.02	\$ 8,906.50	15	Printing Water Bills, 8.5x11 paper, top 1/3 perforated, white paper	445,325	\$ 0.02475	\$ 11,021.79		
16	Printing Past Due Notices, 8.5x11 paper, top 1/3 perforated, PINK paper	82,359	\$ 0.02	\$ 1,647.18	16	Printing Past Due Notices, 8.5x11 paper, top 1/3 perforated, PINK paper	82,359	\$ 0.026	\$ 2,141.33		
				Total Base Bid	\$ 288,109.68					Total Base Bid	\$ 269,235.69

\$ 275,556.00

\$ 246,072.51

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

Andrea Foren
Andrea Foren, CPPB, CPPO

P. Ulice
WITNESS

5/31/12
DATE

PAD
PAD



www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 12-21, Mailing Services

Vendor: MailCo USA, Inc.

Terms: One (1) year with 4 (4) automatic annual renewals, total contract option of 5 years

This contract executed this _____ day of _____, 2012, between the City of Fayetteville, Arkansas, and MailCo USA, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. MailCo USA, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-21 as stated in MailCo USA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-21 all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay MailCo USA, Inc. based on their bid proposal in **amounts not to exceed pricing as stated in Bid 12-21.** In the event of a postage cost increase, the price per item will only be allowed to reflect the actual postage increase cost. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and MailCo USA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-21 with the specifications and conditions typed thereon including any addendums
 - B. MailCo USA, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and MailCo USA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and MailCo USA, Inc.
5. MailCo USA, Inc. shall not assign its duties under the terms of this agreement.
6. MailCo USA, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from MailCo USA, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. MailCo USA, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's

Compensation Insurance, MailCo USA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

<u>Workmen's Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
General Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by MailCo USA, Inc.

8. MailCo USA, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or MailCo USA, Inc. with 30 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

MAILCO USA, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Kathy D. Ferguson
Kathy D. Ferguson Pres.
 Printed Name & Title

LIONELD JORDAN, Mayor

ATTEST:

ATTEST:

June Bailey
 Company Secretary

Sondra Smith, City Clerk

3186 S School Ave
 Business Address

Date Signed: _____

Fayetteville, AR 72701
 City, State & Zip Code

Date Signed: 6-7-12

