

**City of Fayetteville Staff Review Form**

**2022-0435**

**Legistar File ID**

**6/7/2022**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Cheryl Partain

5/13/2022

UTILITIES FINANCIAL SVCS (710)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Awarding Bid 22-33, Mailing Service to DFI Technologies, 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. Prices dealed in Bid.

**Budget Impact:**

5400.710.1810-5305.00 & 5500.750.5000-5305.00

Water/Sewer and Recycling & Trash Collection Funds

Account Number

Fund

N/A

N/A

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 371,343.00

Funds Obligated \$ -

Current Balance **\$ 371,343.00**

**Does item have a cost?** Yes

Item Cost \$ 368,115.60

**Budget Adjustment Attached?** No

Budget Adjustment \$ -

Remaining Budget **\$ 3,227.40**

V20210527

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF JUNE 7, 2022**

**TO:** Mayor and City Council

**THRU:** Paul Becker, Chief Financial Officer

**FROM:** Cheryl Partain, Utilities Financial Services Manager

**DATE:** May 13, 2022

**SUBJECT:** **Approval of a service contract with DFI Technologies, Inc. for Mailing Services for the City of Fayetteville – Prices detailed Per Bid 22-33**

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**RECOMMENDATION:**

City Administration recommends approval of the resolution and contract awarding to DFI Technologies, 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 22-33.

**BACKGROUND:**

The City of Fayetteville has had a mailing service for over 30 years. Utilizing a mailing service is a cost savings to the City. The mailing service picks up the City's mail from the US Post Office and has the mail delivered before 9:00 am every morning Monday through Friday. The mailing service picks up City mail twice a day to mail. They pick up utility bills, final utility bills, and delinquency notices and fold and stuffs bills/notices with return envelopes when needed in envelopes and mails for the City. They also pick up, seal, and mail any other mail that other City Divisions need mailed out.

**DISCUSSION:**

Contract costs for mailing services include: Pickup and delivery of mail, folding and putting into envelopes utility bills, final bills, utility delinquency notices, employee retirement & savings statements, arrest warrants, parking management statements along with return envelopes, sorting, barcoding on envelopes and postage. DFI Technologies, Inc. was the lowest bidder for the mailing services.

The bids came in as follows:

DFI Technologies, Inc.	\$368,115.60
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**BUDGET/STAFF IMPACT:**

Budgeted funds are available in the Water & Sewer – Utilities Financial Services Division operational budget. At this time, it is anticipated that costs will not exceed budgeted amounts for 2022.

**Attachments:**

Signed Contract

Bid Tabulation

Bid Submittal – DFI Technologies, Inc.



This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Fayetteville, Arkansas, and DFI Technologies, Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. DFI Technologies, 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 22-33 as stated in DFI Technologies, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 22-33, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay DFI Technologies, Inc. based on their bid proposal in an amount not to exceed prices presented in Bid 22-33 with the exception of postage rates. Increase in postage rates will be allowed in the event rates are increased by the United States Postal Service (USPS). Increase in postage rates allowed shall be equal to the increase by the USPS. 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 DFI Technologies, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 22-33 with the specifications and conditions typed thereon.
  - B. DFI Technologies, 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 DFI Technologies, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and DFI Technologies, Inc..
5. DFI Technologies, Inc. shall not assign its duties under the terms of this agreement.
6. DFI Technologies, 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 DFI Technologies, 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. DFI Technologies, 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, DFI Technologies, 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. The premiums for all insurance and the bond required herein shall be paid by DFI Technologies, Inc..

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

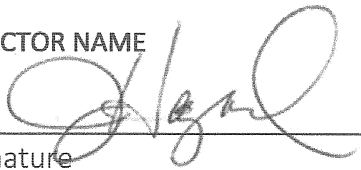
8. DFI Technologies, Inc. shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or DFI Technologies, Inc. with 30 calendar days written notice.
10. This contract shall be effective from one year of the date of signed contract. The City reserves the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either DFI Technologies, Inc. or the City notifies the other of its intent to terminate the contract at the end of the contract period.
  - a. Projects exceeding \$35,000 will require additional approval from the Fayetteville City Council.
11. 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.
12. 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 Fayetteville City Council **in advance** of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.

15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

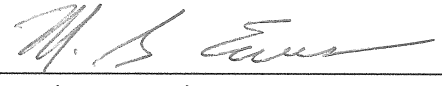
CONTRACTOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

By:   
Signature

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

\_\_\_\_\_  
Jay Hayward  
Printed Contractor Name & Title

  
\_\_\_\_\_  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

\_\_\_\_\_  
Mike Emis  
Company Secretary (Printed Name)

\_\_\_\_\_  
Kara Paxton, City Clerk, Treasurer

Business Address

947 N Main, Fayetteville, AR 72701  
City, State & Zip Code

Date Signed: 05/21/2022

Date Signed: \_\_\_\_\_



**BID TABULATION**  
**Bid 22-33, Mailing Services**  
 DEADLINE: Wednesday, April 13, 2022 at 2:00 PM

<b>DFI Technologies, Inc.</b>	
<b>Total Price</b>	<b>\$368,115.60</b>

Line #	Description	QTY	UOM	Unit	Total
<b>Section A: Utility Bills</b>					
1.1	Monthly Bill	385000	EA	\$0.448	\$172,480.00
1.2	Shut Off / Past Due	110000	EA	\$0.438	\$48,180.00
1.3	Bank Draft	185000	EA	\$0.438	\$81,030.00
1.4	Final Bill	25000	EA	\$0.438	\$10,950.00
1.5	Collection Letter	7500	EA	\$0.438	\$3,285.00
<b>Section B: Standard Monthly Services</b>					
2.1	Employee Retirement Savings Statements	2500	EA	\$0.470	\$1,175.00
2.2	Arrest Warrants	6000	EA	\$0.448	\$2,688.00
2.3	Parking Management	6000	EA	\$0.448	\$2,688.00
2.4	Sex Offender Mail-Outs	2500	EA	\$0.448	\$1,120.00
2.5	Accounts Receivable Statements	2700	EA	\$0.448	\$1,209.60
<b>Section C: Daily Mail Other Services</b>					
3.1	0-2 oz. Letter (Price Per Each)	45000	EA	\$0.448	\$20,160.00
3.2	Inserts	85000	EA	\$0.010	\$850.00
3.3	0-2 oz. Certified With Return Receipt Letter	1500	EA	\$7.400	\$11,100.00
3.4	Courier Fee - Price Per Day	252	EA	\$0.000	\$0.00
3.5	Postage - All Other Mail	25000	EA	\$0.448	\$11,200.00

**\*\*\* DFI Technologies included the following notes with their submittal. The Bid Tabulation has been edited to reflect these notes:**

- 1.1 Actual price \$0.448 - Your system automatically rounds the price up.
- 1.2 Actual price \$0.438 - Your system automatically rounds the price up.
- 1.3 Actual price \$0.438 - Your system automatically rounds the price up.
- 1.4 Actual price \$0.438 - Your system automatically rounds the price up.
- 1.5 Actual price \$0.438 - Your system automatically rounds the price up.
- 2.2 Actual price \$0.448 - Your system automatically rounds the price up.
- 2.3 Actual price \$0.448 - Your system automatically rounds the price up.
- 2.4 Actual price \$0.448 - Your system automatically rounds the price up.
- 2.5 Actual price \$0.448 - Your system automatically rounds the price up.
- 3.1 Actual price \$0.448 - Your system automatically rounds the price up.
- 3.5 Actual price \$0.448 - Your system automatically rounds the price up.

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

**Amanda Beilfuss** Digitally signed by Amanda Beilfuss  
 Date: 2022.04.15 09:52:53 -05'00'

Amanda Beilfuss, Purchasing Agent

**Andrea Foren** Digitally signed by Andrea Foren  
 Date: 2022.04.25 17:50:49 -05'00'

Andrea Foren, Purchasing Manager



## Bid 22-33

### DFI Technologies, Inc.

### Supplier Response

#### Event Information

Number: Bid 22-33  
Title: Bid 22-33, Mailing Services  
Type: Invitation to Bid  
Issue Date: 3/20/2022  
Deadline: 4/13/2022 02:00 PM (CT)  
Notes: The City of Fayetteville is seeking bids from qualified vendors for the City of Fayetteville's mail processing services for one (1) year with four (4) one-year renewal options, giving a possible contract term of five (5) years. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Purchasing Agent, at [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov).

#### Contact Information

Contact: Amanda Beilfuss  
Address: Purchasing  
Room 306  
City Hall  
113 West Mountain Street - Room 306  
Fayetteville, AR 72701  
Email: [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)



# DFI Technologies, Inc. Information

Address: 947 N Main  
FAYETTEVILLE, AR 72701  
Phone: (479) 443-0009  
Web Address: www.dfimail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jay Hayward

Signature

Submitted at 4/12/2022 4:56:16 PM

jhayward@dfimail.com

Email

## Requested Attachments

### Bid 22-33, Required Bid Form

DFIT Bid 22-33, FILE 01 - Mailing Services.pdf

Please complete, sign, and attach the required bid form. You can find this under the Attachments tab.

### Bid 22-33, Equipment Schedule

DFIT Equipment Schedule.pdf

Please attach Equipment Schedule (refer to specification 2.3 under the Detailed Specifications of the bid form).

## Bid Attributes

### 1 AR Secretary of State Filing Number

Please provide your Arkansas Secretary of State filing number.

100165484

## Bid Lines

### 1 Package Header

Section A: Utility Bills

Quantity: 1 UOM: EA Total: \$317,350.00

#### Package Items

##### 1.1 Monthly Bill

Quantity: 385000 UOM: EA Price: \$0.45 Total: \$173,250.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

##### 1.2 Shut Off / Past Due

Quantity: 110000 UOM: EA Price: \$0.44 Total: \$48,400.00

Supplier Notes: Actual price \$0.438 - Your system automatically rounds the price up.

##### 1.3 Bank Draft

Quantity: 185000 UOM: EA Price: \$0.44 Total: \$81,400.00

Supplier Notes: Actual price \$0.438 - Your system automatically rounds the price up.

**1.4 Final Bill**Quantity: 25000 UOM: EA Price:  Total: Supplier Notes: **1.5 Collection Letter**Quantity: 7500 UOM: EA Price:  Total: Supplier Notes: **2 Package Header**

Section B: Standard Monthly Services

Quantity: 1 UOM: EA Total: **Package Items****2.1 Employee Retirement & Savings Statements**Quantity: 2500 UOM: EA Price:  Total: **2.2 Arrest Warrants**Quantity: 6000 UOM: EA Price:  Total: Supplier Notes: **2.3 Parking Management**Quantity: 6000 UOM: EA Price:  Total: Supplier Notes: **2.4 Sex Offender Mail-Outs**Quantity: 2500 UOM: EA Price:  Total: Supplier Notes: **2.5 Accounts Receivable Statements**Quantity: 2700 UOM: EA Price:  Total: Supplier Notes: **3 Package Header**

Section C: Daily Mail &amp; Other Services

Quantity: 1 UOM: EA Total: **Package Items****3.1 0-2 oz. Letter (Price Per Each)**Quantity: 45000 UOM: EA Price:  Total: Supplier Notes: **3.2 Inserts**Quantity: 85000 UOM: EA Price:  Total: **3.3 0-2 oz. Certified With Return Receipt Letter**Quantity: 1500 UOM: EA Price:  Total: **3.4 Courier Fee - Price Per Day**Quantity: 252 UOM: EA Price:  Total:

**3.5 Postage - All Other Mail**

Quantity: 25000 UOM: EA Price:  Total:

Supplier Notes:

**Response Total: \$369,715.00**



INVITATION TO BID

INVITATION TO BID: Bid 22-33, Mailing Services

DEADLINE: Wednesday, April 13, 2022 before 2:00 PM, Local Time

PRE-BID MEETING: Wednesday, March 30, 2022 at 10:00 AM, via Zoom

ACCEPTABLE DELIVERY METHODS:

- (1) City's third-party bidding platform, OR
(2) Sealed and delivered directly to the City of Fayetteville as instructed in the advertisement

PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Sunday, March 20, 2022

INVITATION TO BID
Bid 22-33, Mailing Services

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged. 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: DFI Technologies, Inc.

Contact Person: Jay Hayward Title: President

E-Mail: jhayward@dfimail.com Phone: 479-443-0099

Business Address: 947 N Main

City: Fayetteville State: AR Zip: 72701

Signature: [Handwritten Signature] Date: 03/31/2022

City of Fayetteville  
Bid 22-33, Mailing Services  
Advertisement

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City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 22-33, Mailing Services

The City of Fayetteville is seeking bids from qualified vendors for the City of Fayetteville's mail processing services for one (1) year with four (4) one-year renewal options, giving a possible contract term of five (5) years. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Purchasing Agent, at [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov) or by calling (479) 575-8258.

A non-mandatory Pre-Bid meeting will be held **Wednesday, March 30, 2022 at 10:00 AM** virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). All bids shall be received by **Wednesday, April 13, 2022 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

City of Fayetteville  
Purchasing Division – Room 306  
113 West Mountain Street  
Fayetteville, AR 72701

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville  
By: Amanda Beilfuss, Purchasing Agent  
P: 479.575.8258 [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)  
TDD (Telecommunications Device for the Deaf): (479) 521-1316  
Date of advertisement: 03/20/2022

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.  
Amount paid: \$XXX.XX.

**Refer to the City's electronic bidding platform to submit bid pricing electronically.**

**Contact the City Purchasing Division to submit a physical sealed bid.**

**EXECUTION OF BID:**

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's [online bidding portal \(www.fayetteville-ar.gov/bids\)](http://www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- **Bid Attributes**
- **Bid Line Items** – Bidders shall bid on all line items and not submit partial bids
- **Response Attachments**
  - Required Bid Form (this form, completed in its entirety)
  - Equipment Schedule, as defined and requested in this bid document

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.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. 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. 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.

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
9. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- a. 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. Your signature below 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.

Unsigned bids will be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: DFI Technologies, Inc.

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: 947 N Main

\*CITY: Fayetteville, \*STATE: AR \*ZIP: 72701

\*PHONE: 479-443-0099 FAX: 479-443-1418

\*E-MAIL: jhayward@dfimail.com

\*BY: (PRINTED NAME) Jay Hayward

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: President

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 71-0817512



Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**ALL BIDDERS SHALL BID AND PROVIDE PRICING ON ALL LINE ITEMS. FAILURE TO BID ON ALL LINE ITEMS SHALL RESULT IN REJECTION OF BID. THE CITY INTENDS TO AWARD THIS BID TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

**BID FORM CONTINUES ON NEXT PAGE**

**City of Fayetteville**  
**Bid 22-33, Mailing Services**  
**References**

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The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: DFI Technologies, Inc.

BUSINESS ADDRESS: 947 N Main Fayetteville, AR 72701

NUMBER OF YEARS IN BUSINESS: 25 years HOW LONG IN PRESENT LOCATION: 21 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 23 FULL TIME 5 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 23 FULL TIME 5 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR **WITHIN THE PAST FIVE (5) YEARS** (All fields must be completed). Bidders shall have valid experience.

**1. City of Fayetteville**

COMPANY NAME  
Fayetteville, AR 72703

CITY, STATE, ZIP

Cheryl Partain  
CONTACT PERSON

479.575.8278

TELEPHONE  
5/31/2022

DATE COMPLETED

cpartain@fayetteville-ar.gov  
E-MAIL ADDRESS

**3. ARVEST Bank**

COMPANY NAME  
Lowell, AR 72745

CITY, STATE, ZIP

Bryan Gabbard  
CONTACT PERSON

479-750-6179

TELEPHONE  
12/31/2022

DATE COMPLETED

BGabbard@arvest.com  
E-MAIL ADDRESS

City of Fayetteville, AR  
Bid 22-33, Mailing Services  
Page 7 of 21

**2. JB Hunt**

COMPANY NAME  
Lowell, AR 72745

CITY, STATE, ZIP

Paul Komarek  
CONTACT PERSON

479.820.2074

TELEPHONE  
12/31/2022

DATE COMPLETED

paul.komarek@jbhunt.com  
E-MAIL ADDRESS

**4. TYSON Foods**

COMPANY NAME  
Springdale, AR 72765

CITY, STATE, ZIP

Melanie Noland  
CONTACT PERSON

479-290-4711

TELEPHONE  
12/31/2022

DATE COMPLETED

melanie.noland@tyson.com  
E-MAIL ADDRESS

City of Fayetteville  
Bid 22-33, Equipment Bid  
General Terms and Conditions

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1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- i. This agreement shall be effective from one (1) year of the date of signed contract. The City reserves the right to extend the contract by mutual agreement for a period of four (4) additional, one (1) year periods automatically unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period.
- j. Bid pricing shall remain firm for five years with the exception of increased postage rates as mandated and increased by the United States Postal Service (USPS).

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the

response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8258 to ensure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. **COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

**19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

**20. NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

**21. LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**22. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**23. ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**24. INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

**25. CERTIFICATE OF INSURANCE:**

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid during each contract term and shall be provided at each renewal period.

For single projects exceeding \$20,000 contractor shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor 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.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$1,00,000 for each accident
Bodily Injury Liability:	\$500,000 for each accident
Property Damage Liability:	\$500,000 aggregate

**26. PRICING:**

- a. Prices shall include all labor, supervision, materials, equipment, transportation, and services necessary to do a superior quality job.
- b. Bidder shall state any discounts to apply. Discounts shall be shown for individual items unless all items have the same percentage of discounts.
- c. Any projects in excess of \$35,000 will require additional approval from the Fayetteville City Council prior to authorization of work.



## 27. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8258) or e-mail ([abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Purchasing Agent via e-mail ([abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)) or telephone (479.575.8258). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
28. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
  - b. Order Date
  - c. Delivery date or the date of services
  - d. Name of the City Employee that requested or picked up the goods, materials, or service
  - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

29. **ATTACHMENTS TO BID DOCUMENTS:** N/A

**BID FORM CONTINUES ON NEXT PAGE**

**ALL BIDDERS SHALL BID AND PROVIDE PRICING ON ALL LINE ITEMS. FAILURE TO BID ON ALL LINE ITEMS SHALL RESULT IN REJECTION OF BID. THE CITY INTENDS TO AWARD THIS BID TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

**1. SERVICE REQUIREMENTS –**

- 1.1 Mail shall have a Fayetteville, Arkansas postmark.
- 1.2 All items shall be shipped “First Class” unless specified otherwise at the time of shipment.
- 1.3 Incoming mail shall be picked up from the United States Postal Service and delivered no later than 9:00 AM daily.
- 1.4 USPS, UPS, and FedEx items shall be picked up at least twice daily with the last pickup no earlier than 3:30 PM, Monday through Friday.
- 1.5 Mail marked “Same Day” shall be metered, sorted, and mailed on the same day collected.
- 1.6 Mail marked “Next Day” shall be metered, sorted, and mailed on the first business day after collection.
- 1.7 Utility bills shall be processed and mailed no later than the following business day, after pickup.
- 1.8 When utility bills or past due notices are not available for pickup due to equipment problems but are available to be picked up by 10:00 AM the following day, they shall be collected and processed for mailing on the same day collected.
- 1.9 Awarded vendor shall be responsible for all sorting. The City provides documents separated by bank draft (no return envelope to be included) and non-bank draft (return envelope included), and also by zip code.
- 1.10 The City will not provide trays or tray tags.
- 1.11 Monthly reports shall be provided detailing total number of pieces, as categorized on the bid form and show processing counts, on a daily basis. Sample reporting should be submitted with bid.
- 1.12 Provide daily pickup for all USPS packages or UPS packages without additional charge, unless a special trip is made to pick up the package.

**2. REQUIRED BIDDER QUALIFICATIONS –**

- 2.1 All bidders shall be legally qualified in all respects to do business in the state of Arkansas for the services requested in this bid.
- 2.2 The bidder shall provide the United States Postal Service with all necessary documentation. The City will not provide postal forms.
- 2.3 Bidder shall prepare and provide an Equipment Schedule with bid response. The bidder shall have equipment available and adequate experience which, in the opinion of the City, is adequate to

complete the work under these specifications in the time allowed for completion. The Equipment Schedule shall include a list of all currently owned, leased, or rented equipment secured by the bidder available to complete work identified in this bid.

- 2.4 It shall be understood that the rates presented by the bidder shall be for the furnishing of all materials, labor, etc. as required.
- 2.5 Bidder shall include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.
- 2.6 Bidder shall include a log of the previous month's volume by quantity and type.
- 2.7 Bidder shall have and maintain all licensing necessary from federal, state, and local agencies.
- 2.8 Bidder shall be identifiable by a professional company name tag and/or uniform while performing work within City facilities.

### 3. ITEM DESCRIPTIONS AND REQUIREMENTS:

- 3.1 All pricing shall reflect one total all-inclusive cost, including postage, sorting fees, etc. Prices shall not include printing costs unless stated. Pickup fees, if applicable, shall be provided in with the "Courier fee – per day" line item to be bid.
- 3.2 In the event of a postage cost increase, the price per item will only be allowed to reflect the actual postage increase cost.
- 3.3 **Detailed item description – Section A, Utility Bills:** Services provided in this contract are detailed below. Pricing shall be inclusive of all costs (including postage) unless otherwise stated:
  - **Item 1 – Monthly Bill:** Fold statement, insert statement and return envelope, meter, sort, and postage. Statement, mailing envelope, and return envelope will be provided by the City.
  - **Item 2 – Shut Off Notice / Past Due Notices:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City.
  - **Item 3 – Bank Draft Notices:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City.
  - **Item 4 – Final Bill Notices:** Fold statement, insert statement and return envelope, meter, sort, and postage. Statement, mailing envelope, and return envelope will be provided by the City.
  - **Item 5 – Collection Letter:** Fold letter, insert letter, meter, sort, and postage. Letter and mailing envelope will be provided by the City.
- 3.4 **Detailed item description – Section B, Standard Monthly Services:** Services provided in this contract are detailed below. Pricing shall be inclusive of all costs (including postage) unless otherwise stated:
  - **Item 6 – Employee Retirement & Savings Statements:** Fold up to 4 sheets, insert up to 4 sheets, meter, barcode, and sort. Statement and mailing envelope will be provided by the City.
  - **Item 7 – Arrest Warrants:** Fold warrant, insert warrant, meter, barcode, and sort. Statement and mailing envelope will be provided by the City.

- **Item 8 – Parking Management:** Fold statement, insert statement, meter, barcode, and sort. Statement and mailing envelope will be provided by the City.
- **Item 9 – Sex Offender Mail-Outs:** THIS ITEM INCLUDES PRINTING SERVICES. Price includes printing of the mail-out (as described below), fold printed items, insert printed items into envelope, and affix first class postage. Price shall be inclusive of all printing, processing, and postage. Mailing envelope will be provided by the City. Volume is estimated at 250 per month.
  - A. *Printing services consist of printing the two (2) following items: one (1) 8.5 x 11 black and white mail merge 20lb. letter AND one (1) full color 8.5 x 11 20 lb. description notification.*
- **Item 10 – Accounts Receivables Statements:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City.

### 3.5 Detailed item description – Section C, Daily Mail & Other Services:

- **Item 11 – Zero (0) – two (2) ounce letter:** Meter, barcode, and sort pieces picked up as needed. City provides all materials, no inserting, and no folding.
- **Item 12 – Inserts:** Inserts will be provided periodically to be included in the utility bill mail out processing. Some inserts will need to be folded.
- **Item 13 – Zero (0) – two (2) ounce certified with return receipt letter:** Meter, barcode, sort, and deliver return receipt; picked up as needed. City provides all materials, no inserting, and no folding.
- **Item 14 – Courier Fee, price per day:** Price per day for courier services includes the following:
  - A. Each trip, twice daily, shall include pickup of mail from the US Post Office located on Dickson St. and delivery of that mail to City Hall. Also, shall include mail picked up from the City to be processed as specified depending on the item type.
  - B. Services shall be run a MINIMUM of two (2) times per day with the last pickup no earlier than 3:30 PM, local time. First pickup and delivery shall be before 9:00 AM, but no later than 10:00 AM.
  - C. This courier services exclude weekends and designated City holidays.
  - D. Courier services shall not be charged on days the City is closed due to inclement weather.
  - E. Pickup shall include all USPS, UPS, and FedEx.
  - F. **See other requirements listed above and under “Service Requirements”.**
- **Item 15 – Postage-All Other Mail:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City when needed. Other mail shall include any other type of mail that is not listed separately in this specification.

## DFIT Equipment Schedule

- 1 PTI Multi Line Optical Character Reader Sorting Machine  
With CASS, PAVE, DPV, and FAST-FORWARD
- 1 Flats Sorting Machine
- 4 Data-Pac Postage Meters
- 3 Bell + Howell Proline Series Inserting Machine
- 1 Neopost AS1A inserting Machine
- 7 Ricoh Pro Series Laser Printers
- 6 HP 9000 Class Laser Printer
- 1 MCS High-Speed Ink-Jet Printer
- 1 ACCUZIP off line sorting software with NCOA
- 3 Intel Based Unix Servers
- 2 Intel Based Windows Server
- 1 RemotePrint® Image Generation and Sorting Software with NCOA
- 1 Mail Manager Integrated Billing Software

<b>Bid Request Number</b>	Bid 22-33	<b>Organization</b>	City of Fayetteville Purchasing
<b>Title</b>	Bid 22-33, Mailing Services	<b>Bid Creator</b>	Amanda Beilfuss
<b>Description</b>	The City of Fayetteville is seeking bids from q	<b>Email</b>	abeilfuss@fayetteville-ar.gov
<b>Bid Type</b>	ITB	<b>Phone</b>	
<b>Issue Date</b>	3/20/2022 12:40:06 AM (CT)	<b>Fax</b>	
<b>Close Date</b>	4/13/2022 02:00:00 PM (CT)		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
DFI Technologies, Inc.	FAYETTEVILLE	AR	4/12/2022 04:56:16 PM (CT)	15	<b>\$369,715.00</b>

Response Notes

Supplier	Line	Notes
DFI Technologies, Inc.	1.1	Actual price \$0.448 - Your system automatically rounds the price up.
	1.2	Actual price \$0.438 - Your system automatically rounds the price up.
	1.3	Actual price \$0.438 - Your system automatically rounds the price up.
	1.4	Actual price \$0.438 - Your system automatically rounds the price up.
	1.5	Actual price \$0.438 - Your system automatically rounds the price up.
	2.2	Actual price \$0.448 - Your system automatically rounds the price up.
	2.3	Actual price \$0.448 - Your system automatically rounds the price up.
	2.4	Actual price \$0.448 - Your system automatically rounds the price up.
	2.5	Actual price \$0.448 - Your system automatically rounds the price up.
	3.1	Actual price \$0.448 - Your system automatically rounds the price up.
3.5	Actual price \$0.448 - Your system automatically rounds the price up.	