#### GREGORY L. GEIST | DIRECTOR

Water Quality Protection Surface Water Management Wastewater Collection & Treatment



June 12, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners Acting as the governing body of Water Environment Services Clackamas County

Approval of a Goods and Services Contract with Metro Presort for utility bill printing and mailing. Contract Value is \$975,000 for 5 years. Funding is through WES Sanitary Sewer and Surface Water Operating Funds. No County General Funds are involved.

Previous Board	N/A		
Action/Review			
Performance	1. This contract supp	orts the WES Strategic PI	an Customer
Clackamas	<ul> <li>Satisfaction strategy to provide reliable, responsive customer service that aligns with our communities' values and the expressed needs of our customers.</li> <li>This contract supports the County's strategic priority to Build Public Trust through Good Government by ensuring consistent, transparent, and timely communication with customers through accurate billing and professional service delivery.</li> </ul>		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Erin Blue	Contact Phone	503-742-4585

**EXECUTIVE SUMMARY**: WES issues approximately 18,000 billing statements each month, totaling over 220,000 statements annually. Approximately 60% of WES customers continue to receive their statements by mail, making reliable and accurate printing and mailing services a critical component of WES' operations and customer service.

The current contract for utility bill printing and mailing services with Metro Presort will expire on June 30, 2025. To ensure continuity of service, WES issued a Request for Proposals in March 2025 to identify a qualified vendor to provide these services going forward. Following a competitive evaluation process based on price, experience, and service quality, Metro Presort was selected as the highest-rated proposer. The new contract continues services with Metro Presort and provides for a five-year term beginning July 1, 2025, with two optional 2-year renewals.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1325 with Metro Presort for utility bill printing and mailing services.

For Filing Use Only

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn

Respectfully submitted,

Grege 4 not

Greg Geist Director, WES



GREGORY L. GEIST | DIRECTOR

Water Quality Protection Surface Water Management Wastewater Collection & Treatment



## GOODS AND SERVICES CONTRACT Contract #0000001325

This Goods and Services Contract (this "Contract") is entered into between Metro Presort, Inc. ("Contractor"), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("District"), for the purposes of providing **Printing and Mailing Services for Customer Utility Billing**.

# ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2030 or until completion of all obligations provided herein, whichever is later. This Contract may be extended upon mutual agreement of the parties for two (2) additional two (2) year terms.
- 2. Scope of Work. The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the District.
- **3.** Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed Nine Hundred Seventy-Five Thousand dollars (\$975,000) for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. In any renewal period exercised by the parties, Contractor may request an increase in the service fee for the renewal based on the change in Consumer Price Index for All Urban Consumers (CPI-U) for Portland, Oregon. District will review the request and determine whether an increase is appropriate in its sole discretion.
- 4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: WES-Billing@clackamas.us.

5. Travel Expense Reimbursement. Authorized: Yes Xo

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

## 7. Contractor and District Contacts.

Contractor	District
Administrator: Brad Barton	Administrator: Erin Blue
Phone: 503-852-2137	Phone: 971-808-7533
Email: <u>bbarton@metropresort.com</u>	Email: <u>eblue@clackamas.us</u>

# ARTICLE II.

- 1. Access to Records. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, whichever date is later.
- 2. Availability of Funds. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- **3.** Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law. This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication. Contractor shall notify District prior to using products containing

hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. Responsibility for Damages; Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

- 8. Independent Contractor Status. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- **9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

**Required - Workers Compensation**: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

**Required – Professional Liability**: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

**Required** – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- **12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. Representations of Warranties. Contractor represents and warrants the following:
  - A. Contractor has the power and authority to enter into and perform this Contract;
  - **B.** This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - **C.** Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for District's intended use, described in Exhibit A. As necessary, the District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

**E.** If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

#### 14. Delivery and Inspections.

**A.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

**B.** Goods furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District in its sole discretion. If the District finds the goods furnished to be incomplete or not in compliance with the Contract, the District, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the District at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to District at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the District's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- **15. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- **16.** Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- **18.** Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- **19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this

Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

- **21. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- **22.** No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- **23.** No Third Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence. Contractor agrees that time is of the essence in the performance of this Contract.
- **25.** Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- **26.** Force Majeure. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- **27. Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

- **28.** Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- **29.** Cooperative Contracting. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the District only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the District accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the District consents to such use by any other public agency.
- **30.** Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the District desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the District marks as "Confidential" to be held in confidence ("<u>Confidential Information</u>"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the District, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the District's request, Contractor will turn over to the District all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the District that cannot adequately be compensated in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content. Contractor agrees to comply with all reasonable requests by the District to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the District, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the District; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the District.

Contractor shall report, either orally or in writing, to the District any use or disclosure of Confidential Information not authorized by this Contract or in writing by the District, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the District immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the District.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- **31. Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.
- **32. Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- **33.** Amendment. This Contract may only be modified in writing signed by the parties.

Signature Page Follows

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Metro Presort, Inc. Water Environment Services 3506 NW 35<sup>th</sup> Ave Portland, OR 97210 Brad Barton Date: 2025.05.29 11:59:47 -07'00' Authorized Signature Date Chair Date Brad Barton / President Name: Name / Title (Printed) 157093-14 Approved as to Form: Oregon Business Registry # DBC/OR Entity Type / State of Formation 6/2/2025

County Counsel

<u>6/2/2025</u> Date

# EXHIBIT A RFP 2025-26





# **REQUEST FOR PROPOSALS #2025-26**

FOR

# PRINTING AND MAILING SERVICES FOR CUSTOMER UTILITY BILLING

BOARD OF COUNTY COMMISSIONERS CRAIG ROBERTS, Chair PAUL SAVAS, Commissioner MARTHA SCHRADER, Commissioner BEN WEST, Commissioner

> Gary Schmidt County Administrator

Thomas Candelario Contract Analyst

# PROPOSAL CLOSING DATE, TIME AND LOCATION

- **DATE:** April 17, 2025
- TIME: <u>2:00 PM, Pacific Time</u>
- PLACE: Email: <u>https://bidlocker.us/a/clackamascounty/BidLocker</u>

# **SCHEDULE**

Request for Proposals Issued	. March 13, 2025
Protest of Specifications Deadline	.March 20, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions	April 9, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time	. April 17, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award	. Seven (7) days from the Intent to Award

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Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

# SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Water Environment Services ("WES"), through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, April 17, 2025** ("Closing"), to provide printing and mailing services for customer utility billing. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address <u>https://oregonbuys.gov/bso/view/login/login.xhtml</u>, Document No. S-C01010- 00013168.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.

# Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. *Email submissions to Clackamas County email addresses will no longer be accepted.* 

- A. Completed proposal documents must arrive electronically via Bid Locker located at <u>https://bidlocker.us/a/clackamascounty/BidLocker</u>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <u>https://www.clackamas.us/how-to-bid-on-county-projects.</u>

# Contact Information

Procurement Process and Technical Questions: Thomas, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

# SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4** Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7** Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a <u>TRADE SECRET</u> under ORS 192.345(2), <u>SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION</u> FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

# "This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13** Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. Note: Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, written Proposals should be complete.

**2.16** Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22** Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23** Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24** Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25** Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26** Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.28** Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

# SECTION 3 SCOPE OF WORK

## 3.1. INTRODUCTION

Clackamas County, on behalf of Clackamas Water Environment Services ("WES"), is seeking Proposals from vendors to provide printing and mailing services for its customer utility billing function.

The selected vendor shall provide all necessary supplies and services, including paper, printing, folding, inserting, metering, and mailing for monthly billing statements and other customer notices based on electronic data and image files provided by WES.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

## 3.2 BACKGROUND

WES generates an average of approximately 18,000 billing statements per month, totaling approximately 220,000 statements per fiscal year (July to June). The number of billing statements is an estimate and may fluctuate. In December and June, billing statement volume increases to approximately 20,800 due to the inclusion of semi-annual billing cycles.

Currently, approximately 40% of customers receive electronic statements, and this percentage may increase over the contract term. WES regularly includes inserts with the monthly billing, which may be in various sizes depending on the notices. WES may include up to two (2) inserts per mailer.

In addition to monthly billing statements and inserts, WES periodically generates past-due notifications and other customer notices. Past-due notifications and other notices are currently issued three or four times per year, and consist of approximately 1,600 notices each instance.

WES currently utilizes a third-party vendor for the printing and mailing services which the services under this Request for Proposal (RFP) will replace.

Detailed below is a breakdown of services to be provided by awarded Vendor under the Agreement.

#### 3.3. <u>SCOPE OF WORK</u>

#### 3.3.1. Scope:

## 1. Envelope, Statement, Insert, and Notification Standards

#### a. Envelopes

- i. #10 double-window security envelopes and #9 single-window remittance envelopes.
- ii. One #9 envelope will be inserted per customer utility statement with the following exceptions: Direct Draft/Auto-Pay customers, and customers with credit balances will not receive a return envelope with the statement.

b. Monthly utility statements - produce and print on-demand approximately 18,000 - 20,800 utility statements per month from billing system software extract data. Data is currently natively exported from Tyler Technologies Incode 10 ERP Pro software utility billing application (software application may be subject to change). Statements should be formatted per specifications below:

Statement specifications:

- i. Paper Size: 8.5" x 11"
- ii. Paper Type and Weight: 24# white, minimum 89% opacity and 92 brightness to prevent bleed-through.
- iii. Printing Options: One side full color; backside black-only print.
  - 1. Printing must be done using toner-based equipment (not inkjet) to ensure high-quality, smudge-resistant output consistent with the Clackamas Water Environment Services' brand.
- iv. Perforation: Micro-perforation 3.5" from the bottom edge of the page for easy remittance stub detachment.
- v. Folding: Z-fold
- vi. Remittance Processing Requirements:
  - 1. Statements must comply with remittance processing requirements for utility bill payment processing through WES' bank (currently US Bank).
  - 2. This requires a specific utility statement template setup and testing to confirm compliance.
  - 3. WES' current remittance processing requirements through US Bank are included as Attachment 7.
  - 4. Vendor shall comply with all requirements of WES' bank and WES for utility statements and #9 remittance envelope setup.
  - 5. Remittance processing requirements may be subject to change; vendor must accommodate specification changes and testing of new specifications as needed.
  - 6. The vendor is responsible for ensuring all printed statements meet remittance processing requirements. If statements fail to meet these requirements and require manual processing or scanning adjustments by WES' bank, the vendor shall:
    - a) Reimburse WES for any additional processing costs incurred due to non-compliance.
    - b) Implement quality control measures to prevent recurrence.
  - 7. Provide setup and mapping/programming support for statement design, content changes, and data-driven formatting.
    - a) Vendor shall support customized programming logic to dynamically adjust printed messages, notes, and statement elements based on the billing system extract data. This includes, but is not limited to:

- i. Suppressing or modifying specific messages based on account type, payment status, or past-due conditions.
- ii. Implementing business rule-based printing logic for tailored customer communications.
- b) Vendor shall provide ongoing maintenance, testing, and updates to these customized programming features as billing system data structures or business requirements evolve.
- viii. If a vendor error results in incorrect or incomplete statements being printed and mailed, the vendor shall promptly correct the issue by reprinting and remailing affected statements at no additional cost to WES. The vendor shall also provide a remediation plan to prevent future occurrences.
  - 1. Examples of errors covered under this provision include but are not limited to:
    - a) Data processing or printing that results in incorrect customer information or billing details.
    - b) Printing or formatting errors affecting readability.
    - c) Omission of required notices or messages.
- c. Inserts Produce and print on-demand inserts per specifications below. Insert specifications:
  - i. Paper Sizes:
    - 1. 1/3 page (8.5" x 3.67")
    - 2. 8.5" x 11" single-sided tri-folded
    - 3. 8.5" x 11" double-sided tri-folded
  - ii. Paper Weight: 24-32#, minimum 89% opacity and 92 brightness to prevent bleed-through.
  - iii. Printing Options: Inserts may be black and white, full color or high gloss.
  - iv. Inserts should be printed using toner-based or offset printing equipment, not ink jet, to ensure quality and durability.
  - v. Folding and Inserting Services:
    - 1. Provide folding and inserting services for these one-time projects to fit into standard #10 mailing envelopes for mailing compatibility.
- d. **Customer Notices -** Produce and print on-demand approximately 1,600 past-due notifications (3-4 times per year) and other customer notices (estimated 1-3 times per year) per specifications. Past-due notifications and other customer notices shall be generated from billing system software extract data or in PDF format. <u>Notification Specifications</u>
  - i. Paper Size 8.5" x 11"

- ii. Paper Weight 24# white, minimum 89% opacity and 92 brightness to prevent bleed-through.
- iii. Printing Options: Full-color front, black-only back.
- iv. Notifications should be printed using toner-based or offset printing equipment, not inkjet, to maintain quality and readability.
- v. Folding and Inserting Services:
  - 1. Notifications must be folded to fit into #10 windowed envelopes for mailing.
  - 2. Ensure alignment of recipient address with window placement for clear visibility.
- vi. Provide setup and programming support for notification design and/or content changes.

# 2. <u>Incode 10 ERP Pro Experience</u>

Experience with Tyler Technologies Incode 10 ERP Pro software utility billing application is preferred.

# 3. <u>Postage</u>

- a. Vendor shall use United States Postal Service (USPS) Automated Presorted First-Class Mail for all statements and customer notices unless otherwise approved by WES.
- b. Vendor shall use USPS automated postage systems for all mailed materials, including statements and remittance envelopes.
- c. Vendor shall invoice WES only for the actual postage costs billed by USPS.
- d. Vendor must provide automated address updates NCOA Link (National Change of Address Linkage System)
  - i. All address updates and move data shall be provided to the WES in digital format after each mailing at no additional charge.
- e. Vendor must fully comply with all USPS postal regulations and requirements to secure the lowest postage rates.
  - i. If a mailing fails to meet USPS "Full Service" requirements due to vendor error, the vendor shall:
    - 1. Absorb all additional postage costs or penalties imposed by USPS.
    - 2. Reimburse WES for any extra processing costs incurred.
    - 3. Cover the cost of reprinting, remailing, and postage if a reissue is required.
    - 4. Implement corrective measures to prevent recurrent at no additional charge to WES.

# 4. Data Transfer and Production

- a. Data Access and Retention
  - i. Vendor shall maintain a secure website, with multiple user-specific logins and role-based security levels, to allow WES staff to upload and download files.

- ii. The website must support file formats compatible with WES systems and provide search and access capabilities for billing records.
- iii. Vendor shall retain all records on the secure website for a minimum of one(1) year from the date of creation and provide search and retrieval functionality.
- b. Data Submission
  - i. WES will typically provide billing data between the 26<sup>th</sup> and the 30<sup>th</sup> day of each month.
  - ii. An annual billing calendar will be provided to the Vendor each January, outlining the anticipated billing dates.
  - iii. Billing data will typically be uploaded by WES by 12:00 p.m. on the scheduled billing date.
  - iv. If inserts are to be included, WES will provide the image/artwork for the insert a minimum of 1 week (5 business days) before the scheduled billing date.
- c. Proof Approval, Production, and Mailing
  - i. Vendor shall provide electronic confirmation of file upload.
  - ii. Vendor shall generate and provide electronic proofs of all statements via the secure website within 2 business hours of file receipt. WES staff will review and approve the proofs before final production.
  - iii. Vendor shall produce and mail statements within 1 business day of final approval by WES staff.
  - iv. After proof approval, Vendor will provide confirmation of mailing date.
- d. Vendor shall provide an electronic PDF of the entire production file within seventy-two (72) hours of production approval.

# 5. <u>Security & Compliance Requirements</u>

- i. The selected vendor must have adequate data security controls in place to protect the integrity and confidentiality of customer data.
  - To demonstrate compliance, the vendor shall:
    - i. Maintain Service Organization Control (SOC) 2 Type 2 Certification:
      - 1. Vendor must provide evidence of a current SOC 2 Type 2 audit report, demonstrating adherence to industry security standards for data handling, availability, confidentiality, and integrity.
      - 2. The audit report should be available for review upon request.

# 6. Disaster Recovery & Failover Requirements

- a. The Vendor must have a documented disaster recovery and business continuity plan in place to ensure uninterrupted processing of utility bills in the event of a system failure, outage, or disaster affecting its primary facility. The Vendor shall:
  - i. Maintain, or have access to, a redundant processing facility capable of handling utility bill production in the event of a disruption at the primary processing site.
  - ii. Ensure automatic or near-immediate failover to the backup facility to minimize downtime.

iii. Notify WES within 24 hours in the event of a disruption that could impact billing operations.

# 7. <u>Contract Administration</u>

- a. Vendor invoicing: Vendor shall submit monthly invoices via email to <u>WES-Billing@clackamas.us</u>. Invoices must itemize all expenses incurred and be broken out by each category of fee. Postage to be reimbursed at actual USPS rates incurred, detailed by postage rate per piece and number of pieces.
- b. Vendor shall be required to participate in up to three (3) on-site or virtual meetings annually with WES staff to discuss billing format, potential format changes, design changes, or other issues related to the required services. On-site meetings would be held at 150 Beavercreek Road, Room 430, Oregon City, OR 97045; virtual meetings would be held via Zoom or Teams.
- c. Vendor shall provide reasonable support setup services to facilitate changes in statement design and/or content, including programming work.

# 3.3.2. Work Schedule:

WES and the successful proposer will establish a work delivery schedule with the first utility bill statement printing and mailing to begin July 2025. To meet this timeline, statement programming, system setup, and remittance processing testing must be completed in advance. WES and the successful proposer will finalize these pre-implementation steps within a mutually agreed-upon timeframe to ensure a smooth transition to live statement production.

# 3.3.3. Term of Contract and Service Fee

The term of the contract shall be from the effective date through June 30, 2030, with the option for two (2) additional two-year renewals thereafter subject to the mutual agreement of the parties. The service fees will be locked in for the initial term of the contract. The selected vendor may request an increase in the service fee for the renewal(s) based on the change in Consumer Price Index for All Urban Consumers (CPI-U) for Portland, Oregon.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Personal Services Contract for this RFP can be found at <u>https://www.clackamas.us/finance/terms.html</u>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 Travel and Other Expense is Authorized
- Article II, Paragraph 27 Confidentiality
- Article II, Paragraph 28 Criminal Background Check Requirements
- Article II, Paragraph 29 Key Persons
- Exhibit A On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

# SECTION 4 EVALUATION PROCEDURE

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

Category	Points available:
Similar Project Experience	0-25
Experience	0-10
Vendor's understanding of the project	0-25
Ability to meet all the requirements	0-10
Proposal price on a per unit basis	0-30
Available points	0-100

# 4.2 Evaluation Criteria

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

# SECTION 5 PROPOSAL CONTENTS

## 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals must be emailed to <u>https://bidlocker.us/a/clackamascounty/BidLocker</u>. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

**5.1.2.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.3.** Proposal may not exceed a total of <u>**20 pages**</u> (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

## Provide the following information in the order in which it appears below:

## 5.2.

- Proposal team's successful experience within the past five (5) years with similar projects for a municipality. (25 points maximum)
- Experience working with similar format files in a secure environment in the past five years. (10 points maximum)
- Vendor's understanding of the project and outline of the planned approach to the work. (25 points maximum)
- Ability to meet all the requirements of this RFP. (10 points maximum)
- Proposal price on a per unit basis the proposed cost of each printed statement during the term of the contract. (30 points maximum)

## 5.4. Fees complete the attached Fee Schedule

## 5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

## 5.6 Attachments

Estimated Annual Usage*	Sample #	Description	
220,000	1	Monthly Billing Statement w/ variables	
-	2	Monthly Billing Statement, no variables	
9,600	3	Customer notice example (past-due notification)	
18,000	4	Special Insert Example 1	
20,800	5	Special Insert Example 2	
_	6	#9 Return Window Envelope	
<u>-</u>	7	#10 Customer Bill Window Envelope	
-	8	Lockbox Requirements	
- 9		Current Custom Programming / Monthly Billing Statement Rules	

\*Actual quantities will vary. Quantities for billing statements will vary depending on customers' enrollment in paperless billing options.

WES will purchase quantities on-demand with no overruns or underruns allowed.

# 5.6. Completed Proposal Certification (see the below form)

## PROPOSAL CERTIFICATION RFP #2025-26

Submitted by:

## (Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

- 1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
- 2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
- 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
- 4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name:	Date:
Signature:	Title:
Email:	Telephone:
Oregon Business Registry Number:	OR CCB # (if applicable):
Business Designation (check one):	hip 🗌 Non-Profit 🔲 Limited Liability Company
Resident Quoter, as defined in ORS 279A.120	

#### **Fee Schedule**

# One-Time Setup & Administrative Fees

Service	Fee Basis	Fee
Service Startup Charge	One Time	\$
Administrative Charge	Monthly	\$
Other One-Time or Ongoing Fees or Charges		\$

# **Monthly Billing Statements**

Service	Fee Basis	Fee \$	
Statement Service - (includes all services for printing and mailing billing statements, except postage)	Per Billing Statement		
Statement Processing and Printing Costs (Breakout):			
Data Processing – Billing Data Import & Formatting	Per Statement	\$	
Laser Printing	Per Statement	\$	
Fold	Per Statement	\$	
Insert	Per Statement	\$	
Meter	Per Statement	\$	
Sort	Per Statement	\$	
Envelope and Address Services Costs:			
#10 Envelope (Mailing)	Per Envelope	\$	
#9 Envelope (Remittance)	Per Envelope	\$	
NCOALink - Automated address update service	Per Address Correction	\$	
Custom Programming			
Statement programming or update support services (as needed)	Hourly	\$	
Postage (All postage at actual USPS bulk presort rates)	Per Statement	Actual Cost	

Vendors may propose volume-based pricing for statement printing and mailing based on thresholds (e.g., 15,000–19,999 statements per month, 20,000+ statements per month). WES reserves the right to negotiate volume discounts.

# Inserts

Insert Type	Quantity	Color 26#	B/W 26#	Color 26# Hi Gloss	B/W 26# Hi Gloss
1/2	< 5,000	\$	\$	\$	\$
1/3 page (8.5" x 3.67")	5,000 - 9,999	\$	\$	\$	\$
	10,000 +	\$	\$	\$	\$
	< 5,000	\$	\$	\$	\$
8.5" x 11" single-sided	5,000 - 9,999	\$	\$	\$	\$
	10,000 +	\$	\$	\$	\$
8.5" x 11" double-sided	< 5,000	\$	\$	\$	\$
	5,000 – 9,999	\$	\$	\$	\$
	10,000 +	\$	\$	\$	\$

\* Fee shall be negotiated for alternative paper weights, finishes, or sizes as needed.

# Past-due Notifications and other Customer Notices

Service	Fee Basis	Fee
Customer Notice Service - (includes all services for printing and mailing customer notices, except postage)	Per Notice	\$
Notice Processing and Printing Costs (Breakout):		
Data Processing – Notice Data Import & Formatting	Per Notice	\$
Laser Printing	Per Notice	\$
Fold	Per Notice	\$
Insert	Per Notice	\$
Meter	Per Notice	\$
Sort	Per Notice	\$
Envelope and Address Services Costs:		
#10 Envelope (Mailing)	Per Envelope	\$
NCOALink - Automated address update service	Per Address Correction	\$
Custom Programming		
Notice programming or update support services (as needed)	Hourly	\$
Postage (All postage at actual USPS bulk presort rates)	Per Statement	Actual Cost



CUSTOMER NAME

ADDRESS CITY, STATE, ZIP 150 Beavercreek Road #430 Oregon City, OR 97045

# SANITARY SEWER AND SURFACE WATER BILL

TOTAL DUE		\$71.80	
DUE DATE		2/20/2025	
ACCOUNT NUMBER		01-12345-01	
SERVICE ADDRESS	1234 N	1234 MAIN STREET	
ACCOUNT NAME		CUSTOMER	
BILL DATE		1/29/2025	
SERVICE PERIOD	1/1/202	25 to 2/1/2025	
ACCOUNT SUMMARY			
PREVIOUS BALANCE		287.20	
PAYMENTS - THANK YOU		-287.20	
ADJUSTMENTS		0.00	
PENALTIES		0.00	
BALANCE FORWARD		0.00	
CURRENT CHARGES	QTY	AMOUNT	

# IMPORTANT INFORMATION

Make 2025 the year of convenience and sustainability! Manage your WES account online to view and pay bills, set up auto-pay, track payments, and go green with paperless billing. Sign up today at https://www.Clackamas.us/wes/pay.

CURRENT CHARGE	S	
DESCRIPTION	QTY	AMOUNT
SURFACE WATER	2	18.20
SANITARY SEWER	1	53.60

#### How to contact us:

Online: Clackamas.us/WES

CLACKAMAS

WATER

**5 EASY WAYS TO PAY** 

ENVIRONMENT

Automatic payments Set up at Clackamas.us/WES

SERVICES

Email: wescustomerservice@clackamas.us

Customer Service: 503-742-4567 Monday - Thursday, 7:30am - 12:00pm & 1:00pm - 5:00pm

150 Beavercreek Road

Oregon City, OR 97045

#430

503-742-4567

Afte -Hours Sewer Emergencies: 503-655-8211

TOTAL CURRENT CHARGES	71.80
ACCOUNT BALANCE	\$71.80

PLEASE DO NOT PAY - AUTO PAYMENT SCHEDULED

DATE LAST PAYMENT RECEIVED	1/18/2025
AMOUNT OF LAST PAYMENT	-\$287.20

Please detach and return this portion with your payment.

AMOUNT PAID	** DO NOT PAY **	
TOTAL DUE	\$71.80	
DUE DATE	2/20/2025	
SERVICE ADDRESS	1234 MAIN STREET	
ACCOUNT NUMBER	01-12345-01	

PLEASE DO NOT PAY - AUTO PAYMENT SCHEDULED

Mail payment to:

Online Visit Clackamas.us/WES By Phone

24/7 Automated system: 503-742-4567

- By Mail Please use the payment slip provided
- Please use the payment slip pro

In person Mon - Thu, 7:30am - 12:00pm & 1:00pm - 5:00pm

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lents in	
lents in	
These fees are charged by your city when utilities provide services within its streets.	
Rates are adjusted on July 1st of every year.	
•	
stomers. call 503-	
ponsible 91.255.	
assessed	
details.	
property	
ase see	
e visit	

#### Moving? Have you sold your home?

Please contact us at 503-742-4567 or go online to Clackamas.us/WES to start or stop service.

To update your mailing address or other contact information, please call 503-742-4567 or email wescustomerservice@clackamas.us. Protect the environment. Sign up for paperless billing today at Clackamas.us/WES or call 503-742-4567.

#### Manage your account online at Clackamas.us/WES:

- Check your balance
- View your account history
- Update account information
- Pay your bill from any device 24/7/365



150 Beavercreek Road #430 Oregon City, OR 97045

# SANITARY SEWER AND SURFACE WATER BILL

TOTAL DUE

DUE DATE

ACCOUNT NUMBER

SERVICE ADDRESS

ACCOUNT NAME

BILL DATE SERVICE PERIOD

to

QTY

# ACCOUNT SUMMARY

PREVIOUS BALANCE PAYMENTS – THANK YOU ADJUSTMENTS PENALTIES BALANCE FORWARD

# CURRENT CHARGES

DESCRI	DTION	
DESCRI	PHON	

AMOUNT

#### IMPORTANT INFORMATION

#### How to contact us:

Online: Clackamas.us/WES Email: wescustomerservice@clackamas.us Customer Service: 503-742-4567 Monday - Thursday, 7:30am - 12:00pm & 1:00pm - 5:00pm After-Hours Sewer Emergencies: 503-655-8211

## TOTAL CURRENT CHARGES

TOTAL DUE

DATE LAST PAYMENT RECEIVED AMOUNT OF LAST PAYMENT

Please detach and return this portion with your payment.

ACCOUNT NUMBER	
SERVICE ADDRESS	
DUE DATE	
TOTAL DUE	
AMOUNT PAID	

Mail payment to:

CLACKAMAS WATER ENVIRONMENT SERVICES PO BOX 6940 PORTLAND, OR 97228-6940



150 Beavercreek Road #430 Oregon City, OR 97045 503-742-4567



Online Visit Clackamas.us/WES

By Phone

24/7 Automated system: 503-742-4567



Please use the payment slip provided In Person Mon - Thu, 7:30am - 12:00pm & 1:00pm - 5:00pm

#### **CLACKAMAS WATER ENVIRONMENT SERVICES**

Website:	<u>Clackamas.us/WES</u>
Email:	wescustomerservice@clackamas.us
Phone:	503-742-4567
Fax:	503-742-4565
Address:	150 Beavercreek Road, #430 Oregon City, OR 97045

Office Hours: Mon-Thu, 7:30am-12:00pm & 1:00pm-5:00pm Closed Fridays-Sundays and holidays

Clackamas Water Environment Services provides wastewater and surface water services to more than 190,000 people who live and work in Gladstone, Happy Valley, Johnson City, Rivergrove, Milwaukie, Oregon City, West Linn and unincorporated Clackamas County, in addition to the communities of Boring, Fischer's Forest Park and the Hoodland area.

We operate and maintain five resource recovery facilities, 23 pump stations and more than 350 miles of pipes.

Each year, we clean more than seven billion gallons of water. In the process, we convert materials that have long been considered "waste" into natural energy and fertilizer. We also help reduce pollution in local rivers, streams, and wetlands caused by stormwater runoff, the number one source of water pollution in Oregon.

We educate and assist community members from all walks of life. It's our job to ensure that our families and neighbors enjoy the benefits of safe, healthy water for generations to come.

#### **PAYMENT OPTIONS**

Automatic Payments: Set up at Clackamas.us/WES

Online: Clackamas.us/WES

Automated phone system: 503-742-4567, available 24/7

By Mail: PO Box 6940, Portland, OR 97228-6940

In Person: Mon - Thu, 7:30am - 12:00pm & 1:00pm - 5:00pm

After-Hours Payment Dropbox: 150 Beavercreek Road, Oregon City, OR 97045

#### Moving? Have you sold your home?

Please contact us at 503-742-4567 or go online to Clackamas.us/WES to start or stop service.

To update your mailing address or other contact information, please call 503-742-4567 or email wescustomerservice@clackamas.us.

#### **EXPLANATION OF CHARGES**

Your bill may include charges for sanitary sewer, surface water, and on-site maintenance services. Service rates cover the operation and maintenance of these systems.

#### Sanitary Sewer

Residential customers are billed a standard rate per dwelling unit. Commercial and institutional sewer rates are based on a 12 month water consumption average.

#### Surface Water

Surface water rates are billed on impervious surface area with 2,500 square feet equaling 1 unit.

#### On-Site Maintenance

On-site maintenance fees are billed to residents in subdivisions where additional detention is required.

#### Right-of-Way Fee

These fees are charged by your city when utilities provide services within its streets.

Rates are adjusted on July 1st of every year.

#### Having trouble paying your bill?

Financial assistance is available for qualifying customers. Learn more on our website at Clackamas.us/WES or call 503-742-4567.

#### Landlord Policy

Owners will be billed for rental properties and are responsible for any past due balances on rental accounts per ORS 91.255.

#### **Past Due Accounts**

Account balances not paid by the due date may be assessed a penalty. Please see Clackamas.us/WES for details. Delinquent balances may be transferred to owner's property taxes for collection under ORS 454.225.

#### **Returned Payments**

A fee is charged for all returned payments. Please see Clackamas.us/WES for details.

#### **BILLING OPTIONS**

To sign up for paperless billing, please visit Clackamas.us/WES or call 503-742-4567.

**Protect the environment.** Sign up for paperless billing today at Clackamas.us/WES or call 503-742-4567.

#### Manage your account online at Clackamas.us/WES:

Check your balance View your account history Update account information Pay your bill from any device 24/7/365



## SURFACE WATER

## PAST DUE BALANCE NOTICE

	\$62.10
NOTICE DATE	10/14/2024
Account Number	01-12345-01
Account Name	CUSTOMER NAME
Service Address	STREET CITY, STATE, ZIP
DATE LAST PAYMENT R	ECEIVED 5/15/2024

AMOUNT OF LAST PAYMENT \$30.00

#### You are receiving this notice because your account is more than 60 days past due.

As of 10/14/2024, our records indicate the above account had a balance of **\$62.10**. Clackamas Water Environment Services (WES) understands you may have overlooked this balance.

#### Please make a payment to bring your account current.

#### How can I pay?

The best way to pay is online – it's quick, secure, and easy. Please visit <u>Clackamas.us/WES</u> and select Pay Your Bill.

Additional payment options include:

- By Phone: 24/7 Automated System 503-742-4567
- In Person: Monday Thursday 7:30am 12:00pm & 1:00pm 5pm
- By Mail: PO Box 6940, Portland, OR 97228-6940
- After-Hours Payment Dropbox: 150 Beavercreek Road, Oregon City, OR 97045

## What happens if I don't pay what I owe?

If your account remains past due, late charges and penalties may be assessed. Delinquent balances may be transferred to the owner's property taxes for collection under Oregon Revised Statute (ORS) 454.225.

#### Who do I contact if I have questions?

Our customer service staff are available by email at <u>wescustomerservice@clackamas.us</u> or by phone at 503-742-4567 Monday through Thursday between the hours of 7:30am – 12:00pm & 1:00pm – 5:00pm.

CUSTOMER NAME STREET ADDRESS CITY, STATE, ZIP

# Your Input is Needed!

Help us build a clean water future where all people benefit and rivers thrive.



CLACKAMAS WATER ENVIRONMENT SERVICES As your wastewater services and stormwater management provider, we want to know what you value most when it comes to creating a clean water future for all. Your input will provide valuable insights into how Clackamas Water Environment Services can best serve you, protect public health, and support the vitality of our communities, natural environment, and economy.



Please complete our short survey at www.cleanwaterexchange.net before May 29, 2023



# Sign up for our new online payments system on July 1



Clackamas Water Environment Services is committed to protecting your health and our shared environment by providing sanitary sewer and surface water management services.



## Now available!

We have a new and improved online payments system that will give you access to your account 24 hours a day, 365 days a year. It's a secure and convenient way to pay your bills on your own time. Register on July 1 for this new system to take advantage of these enhanced features:

- View real time balances, payment amounts and bill due dates
- Make one-time or recurring payments
- Review transaction history
- Optimized for mobile devices

## Already online? Upgrade from ePay

Current ePay customers who choose to continue making payments online need to register for the new online payments system beginning **July 1**. To protect financial information, ePay customer accounts **will not** automatically transfer to the new system. Learn more and register at clackamas.us/wes.

## Now and in the future

We are dedicated to projects that will strengthen our ability to serve you in the future, including expansion and upgrades at our wastewater treatment facilities that together clean more than seven billion gallons of wastewater each year.

We are also focused on improving all of the ways we engage with you, our valued customer, with a brand new look, ongoing flexibility, and advancements in how you can easily reach us and manage your account in ways that work best for you.

## Your bill, your way



Learn more about our new online system and how to register at clackamas.us/wes



Call 503-742-4567 and select Pay-by-Phone any time, day or night



Arrange for automatic payments from your bank account at clackamas.us/wes



Sign up for paperless e-billing to get your bills and our messages emailed to you!





Use our afterhours drop box at 150 Beavercreek Rd near the front door

During this time of transition, our friendly and knowledgeable customer service team is available to answer your questions about our new billing and payment options at wescustomerservice@clackamas.us.

## Welcome to your new bill

Designed for you to easily find the information you need while providing valuable account details

1 Account Info - account number, service address, name, how much you owe and when it's due

2 Account Summary - prior balance and account activity

3 Current Charges - detailed breakdown of current charges

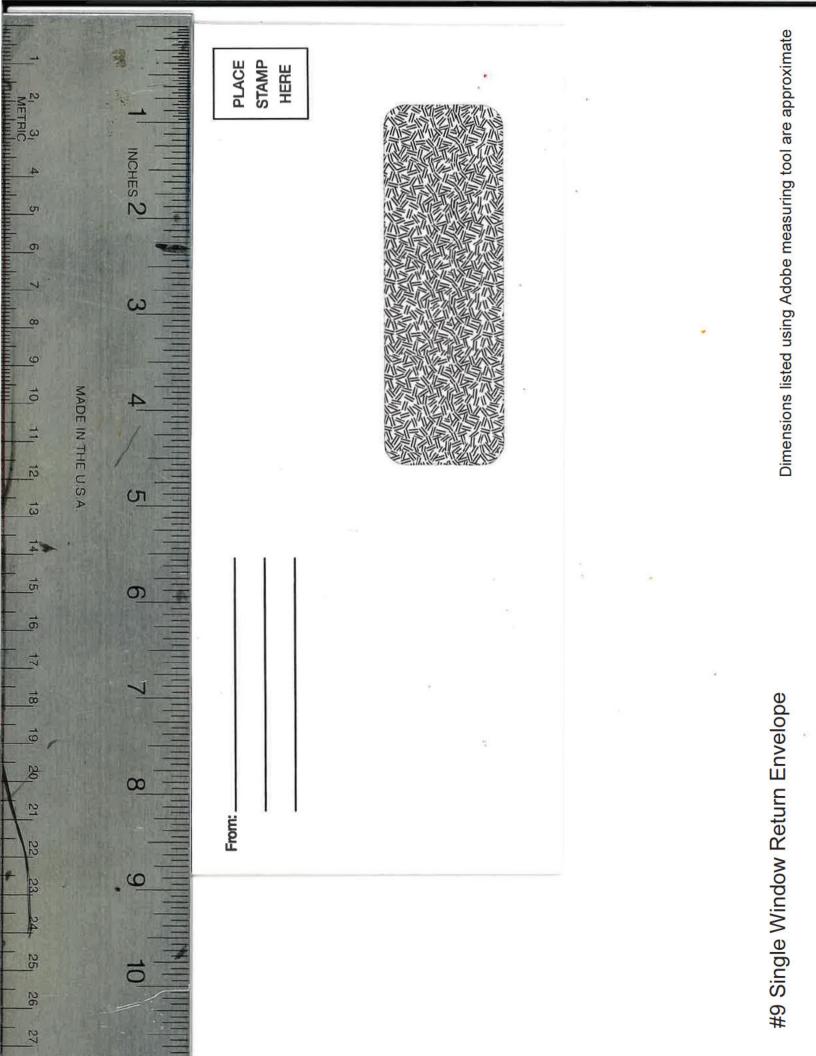
4 Message Center - important account information, news or announcements

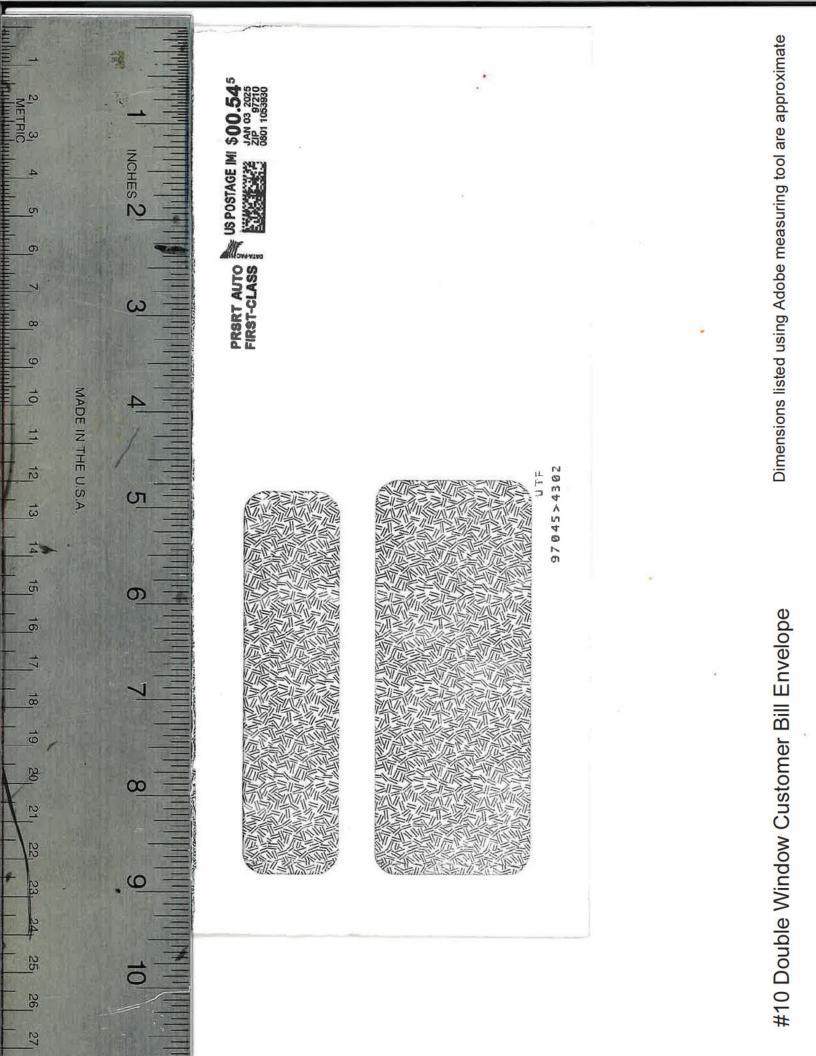
5 Contact Us - flexible options to help you reach us

6 Last Payment Detail - date received and amount of your last payment

Payment Coupon and Ways to Pay - choose from our many easy payment options

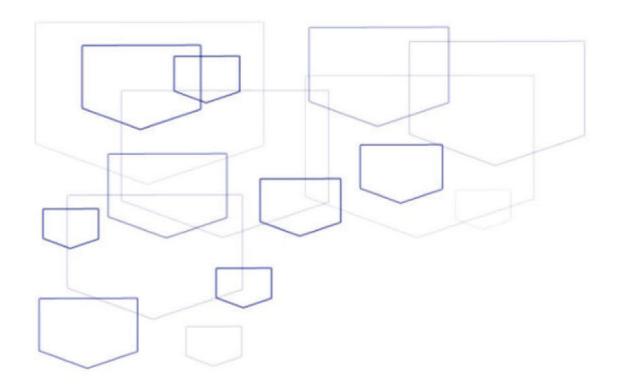
	R	150 Beavercreek Road	TOTAL DUE		\$ 63.8
SERVI	ONMENT	#430 Oregon City, OR 97045	DUE DATE		7/20/202
JEITH	1010		ACCOUNT NUMBER		01-12345-0
			SERVICE ADDRESS		1234 MAIN 8
			ACCOUNT NAME	VAL	UED CUSTOME
			ACCOUNT NAME		
VALUED CUS 1234 MAIN ST	TREET		BILL DATE		6/30/2020
HAPPY VALL	EY, OR 97086.		SERVICE PERIOD	6/01/2020	to 6/30/2020
			ACCOUNT SUMMAR	Y	
			PREVIOUS BALANCE		2 63.89
			PAYMENTS - THANK YOU		- 63.89
4			ADJUSTMENTS		0.00
	TANT INFO		PENALTIES		0.00
trash instead of flushi	ing them down	aby wipes and other wipes in the toilet. These so-called	BALANCE FORWARD		0.00
shable" wipes do not dis	sintegrate in wa	ter like tollet paper.	CURRENT CHARGES		
			DESCRIPTION	QTY	AMOUNT
			SANITARY SEWER SURFACE WATER	1	50.55
			SURFACE WATER ON-SITE MAINTENANCE	1	3 7.30
			RIGHT-OF-WAY FEE	. 6. 10-	3.04
Online: Clackamas.us Email: wescustomerse	s/WES ervice@clack	5 amas.us	RIGHT-OF-WAY FEE TOTAL CURRENT CHAR ACCOUNT BALANCE	GES	3.04 63.89 \$ 63.89
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# **U.S. Bank Wholetail Lockbox**

## Specifications



This document is to be provided exclusively to current U.S. Bank clients. The information contained in this document is confidential and is not to be disclosed to any third party, nor disseminated, used, quoted or otherwise referred to for any purpose other than in connection with the internal evaluation of this product.



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There are no warranties extended or granted by this document or software material. The information contained herein is subject to change without notice. Revisions may be issued from time-to-time to advise of such changes and/or additions.

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# **Chapter 1: Overview**

Wholetail Lockbox combines the basic features of lockbox processing with the flexibility to receive payments accompanied by an OCR (optical character recognition), scannable coupon. The solution is designed with the flexibility to allow receipt and processing of different types of payments: ones which include OCR remittance documents and those that don't. Our processing equipment quickly and accurately reads your customer's payment information from their check and OCR remittance document scanline. Since information is electronically captured from all remittance documents, data accuracy is increased for your accounts receivable posting needs. U.S. Bank's Wholetail Lockbox service can also be used for small retail organizations.

The specifications outlined in this document are a guide to U.S. Bank's design requirements for your Wholetail Lockbox remittance document. U.S. Bank's ability to provide quick, efficient and accurate processing of your scannable lockbox payments is highly dependent upon adherence to these specifications. Optimal design of the remittance document will result in minimal processing errors and reduce the additional processing fees assessed for manual handling.

The remittance document you provide your customers should contain all the information necessary to process your payments in our automated environment, and the data for posting to your accounts receivable system.

## **Testing Requirement**

Testing the remittance document is required when implementing U.S. Bank Wholetail Lockbox.

Testing and adequate lead time for programming are also required prior to modifying an approved remittance document.

U.S. Bank will work with you and/or your print vendor to ensure the successful implementation of your new remittance document.

# **Chapter 2: General Requirements**

Sound design of the OCR remittance document, which will be read by the lockbox equipment, is essential for efficient processing. The following specifications will assist you in your document design.

Sample of a remittance document — front

Deta	ch here and return this portion with p	avment		
ABC COMPANY, INC.	Account Number 852983107	Due Date 04/05/2024	Minimum Amount Due \$75.00	Current Balance \$523.98
JOHN E SMITH 999 MAIN STREET	Credit Card Number Cardholder Name		Expiration Date Signature Payment Amount	
MEQUON WI 53097 Please check box if address has changed and write information on reverse side.	м	ill payment to:	Payment Amount	
For credit card payments, complete information on re	verse side. Pi	BC COMPANY IN AYMENT PROCE D BOX 1234 ILWAUKEE WI 5	SSING CENTER	< <u>−1"</u> →
	04052400000	1/2"	10007500000	523980
	<b>↓</b> 1/2"			

Sample of a remittance document — back

NGES y corrections/changes below.			
	y corrections/changes below.	y corrections/changes below.	y corrections/changes below.

## **Document Elements**

Characteristic	Specification	Comments
Scanline fields	Preferred	Information contained in the scanline should be printed elsewhere on the front of the remittance document. Each field should have a clear heading, such as Account Number or Amount Due. If any scanline fields cannot be read, the operator may be able to correct it using this information.
Scanline check digit	Required A check digit is required on the entire scanline.	The check digit ensures the quality of the data being read. Without the check digit, we cannot verify the accuracy of the scanline read. See Chapter 3: Scanline Requirements for specific check digit requirements.
Scanline clear zone	Required A 0.5 inch clear zone surrounding the scanline is required.	The clear zone is the area reserved for the scanline data to appear and must be printed in non-MICR black ink. No extraneous marks, printing, logo or scenic material should appear in the defined clear zone.
Account number	Required	The customer's account number and its check digit, if applicable, should be printed on the front of the remittance document in a clearly labeled field.
Amount paid	Preferred	The remittance document should contain an amount paid area where the remitter can note how much is being paid.
Lockbox address	<ul> <li>Required</li> <li>Format: <ul> <li>Use black ink.</li> <li>Left margin of the address block must be aligned.</li> </ul> </li> <li>Use capital letters without punctuation. Characters cannot touch.</li> <li>Use simple Sans Serif typeface with uniform stroke thickness. (Recommend 10 to 12 font size.)</li> <li>Use adequate vertical spacing. (Recommended spacing is 4 to 6 lines per inch.)</li> <li>Use two-letter state abbreviations.</li> <li>Use one space between city and state abbreviation; use two spaces between state and ZIP code.</li> <li>Use the ZIP+4 code corresponding to the delivery address.</li> </ul>	The complete lockbox address with the nine-digit ZIP code must be on the front of the remittance document. Do not use blue, gray, or red ink.

Characteristic	Specification	Comments
Remitter name and address	Preferred	The name and address of the remitter should be printed on the front of the remittance document to aid in processing of payments.
Change of address	Optional Optimal: 0.125 to 0.25 inch square. Optimal: isolated from surrounding text by >= 0.25 inch	If identification of change of address (COA) information from your customers is required, it is necessary to reserve an area for COA notations. The design of the COA area is critical for optimal mark detection of COA notations. See Chapter 4: Mark Detection Requirements for specific requirements.
		Note: If there is not a field designated for address changes, then a clear band area can be zoned for address changes or notations. The accuracy read rate would depend on the design of the coupon, i.e., layout paperweight, density, and reflectance of the paper.
Credit card payments	Optional	If the remittance document includes a credit card payment section, it <b>must not</b> include the card validation or security code from the signature panel or front of the card <b>even if</b> <b>U.S. Bank does not obtain the</b> <b>authorization of the credit card</b> <b>payments.</b> PCI requirements prohibit this information on any paper documents.
		U.S. Bank can obtain the authorization of credit card payments for you and include these payments in your remittance file. Alternatively, credit card payments can be forwarded via trackable mail to you for inhouse processing.

Characteristic	Specification	Comments
Document size	Length: Minimum: 6.50 inches; Maximum: 8.50 inches Height: Minimum: 3.40 inches; Maximum: 4.25 inches	Coupons must have a 1/8" (0.125 inch) shift space after inserting the coupon inside the envelope. Any deviations from the recommended specifications require review and approval by U.S. Bank personnel.
Weight	Required: 20 to 24 pounds Recycled paper must be 24 pounds	The paper weight is extremely important in reducing misapplications. Lightweight documents have a tendency to curl and thus jam during processing.
Color	Preferred: White	If color background is used in data areas, reduced recognition rates may occur due to noise.
Quality	Paper should have a flat finish and a low gloss. Unacceptable coatings include carbon coating and no-carbon-required coatings. It should be free of foreign material. There can be no holes in the remittance document.	
Perforation	There should be no more than one perforated edge on the remittance document.	If remittance documents are attached to customer statements or invoices, the remittance document should be perforated at its bottom edge and should separate cleanly.
		If applicable, the fold of the statement and perforation line should be the same. If the statement fold cannot be guaranteed to be exactly at the perforation, allow at least 1 inch clearance between the perforation and the fold to reduce the likelihood of "flaps" along the document edges. Use graphics and text to highlight the correct perforation.

## Paper Specifications

# **Chapter 3: Scanline Requirements**

An OCR scanline must be included in the scanline zone on your remittance document. The recognition of the OCR-printed characters depends upon how closely the printing conforms to the character specifications described in this chapter. These standards are not readily apparent to the human eye. As a result, OCR printing usually requires more care than other kinds of printing.

## Scanline Example

The following is an example of a very basic scanline with two dollar amounts. This example has a check digit on the account number, as well as on the entire scanline. Please note that the fields included in this example may not be sufficient to meet your processing needs.

#### 0405240000085298310700007500000523980

Font:	OCR A
Check Digit Routine:	Modulus 10, sum of digits, with weights of 7, 5, 3, 2
Location Number:	040524
Account Number:	0000085298310
Account Number Check Digit	7
Minimum Amount Due:	\$75.00
Full Amount Due:	\$523.98
Scanline Check Digit:	0

## **Character Specifications**

Characteristic	Specification	Comments
Font	Required: OCR A or OCR B. Preferred: Numeric characters only. Reduced read rates can be experienced if alpha and punctuation characters are mixed into the line; when alpha is included, capital letters are required.	If used, alpha characters are converted to single-digit numeric values in the scanline (i.e., A=1, B=2, C=3,, I=9, J=0, K=1, L=2, etc.) for the check digit calculation. The values can be converted back to alpha characters for the transmission file or reports.
	Preferred: Character size 10 characters/inch (cpi); 8-12 cpi will also work.	Use of special characters require review and approval by U.S. Bank personnel.

## **Ink Specifications**

Characteristic	Specification	Comments
Color	Black	Do not use blue, gray, or red ink.

Characteristic	Specification	Comments
Туре	Matte-finished or non-reflective ink MICR free	There should be no magnetic ink or toner anywhere on the remittance document.

## **Scanline Specifications**

Characteristic	Specification	Comments
Scanline Zone	Optimal: at least 0.5 inches white space surrounding scanline Recommended: multiple coupon types in the same lockbox (or if multiple lockboxes) should have an identifier in the scanline. This is required if the scanline location zone is the same.	The scanline zone is the area reserved for the scanline data to appear and must be printed in non-MICR black ink. No extraneous marks, printing, logo or scenic material should appear in the scanline zone.
Contents	Required: account number or invoice number; scanline check digit Preferred: amount due A single space between each field is preferred.	Elements of the scanline include an account number, the amount due and a full scanline check digit. Any other identifying fields required in the payment posting data transmission should also be included in the scanline.
Length	Maximum: 79 characters including blanks and spaces (Shorter lengths preferred)	Shorter scanlines are strongly preferred, with the minimum scanline contents determined in large part by the payment file specifications.
Location	0.5 inches away from the document edge on all sides.	The scanline position is critical to efficient processing.

## Check Digits

A check digit is the answer to a mathematical calculation performed on the series of preceding numbers. A check digit is **required** on the entire scanline to ensure the accuracy of the scanline data being read. Without the check digit, we cannot verify the accuracy of the scanline read.

The preferred check digit routine is Modulus 10, sum of digits, with weights of 7, 5, 3, 2. Other check digit calculation routines can be accommodated. Other check digit routines may be acceptable. Detailed specifications must be provided and tested.

## **Check Digit Routine Calculation**

- 1. Multiply values in the first and fifth positions by 7
- 2. Multiply values in the second and sixth positions by 5
- 3. Multiply values in the third and seventh positions by 3
- 4. Multiply the value in the fourth position by 2
- 5. Split and add digits of product calculated for values, and add products together
- 6. Modulus 10 (Divide total by 10, retain remainder)
- 7. Subtract remainder from 10
- 8. Check digit is the result

**Note**: to calculate check digit using alpha characters, alpha characters will be converted to their numerical equivalent prior to calculation. For example, A=1, B=2, C=3, etc.

## Check Digit Routine Example (Scanline Check Digit)

	Subtract		10 -	10 to determi 3 = 7 <b>t, therefore,</b>	ine the check	digit:			
	Divide the			us) to determ a remainder	nine the rema of 3	inder:			
Sum (cumulative)	11	18	24	33	44	50	53	53	53
Sum the digits of the result	5 + 6 = 11	2 + 5 = 7	6	1 + 8 = 9	5 + 6 =11	1 + 5 = 6	3	0	M
Multiply each number by its assigned weight	56	25	6	18	56	15	3	0	S
Assigned weights	7	5	3	2	7	5	3	2	T A L
Scanline data (excludes the last, check digit)	8	5	2	9	8	3	1	0	T O

#### Example of scanline data: 852983107 Using: Modulus 10, sum of digits, with weights of 7, 5, 3, 2

Note: Use the right-most digit if a double digit is the result. If the remainder is 10 - 0 = 10 the check digit is 0.

# **Chapter 4: Mark Detection Requirements**

Mark detection is a function unique to the document imaging environment. This function is typically used to identify remittance documents that have been "marked" by your customer to notify you that their address has changed. Designing the remittance document to take advantage of mark detection can greatly improve accuracy of information delivery.

Mark detection technology may require some fine-tuning to get the desired result. Some customers may decide to err on the side of over-detection to minimize missed information. Others may choose to minimize false positives at the risk of missing information.

## **Document Design**

Mark detection requires careful document design to be effective. Either check boxes or white areas on the front of your remittance document may be designed as a mark detection zone. Lined zones on the front **or** back of your remittance document may be designed as a mark detection zone; lined zones on front **and** back of remittance document are not allowed.

A maximum of one lined zone (front or back), one checkbox (front), and one blank space (front) are accepted per remittance document. Any deviations from the recommended specifications require review and approval by U.S. Bank personnel.

Preprinted information in the mark detection area must always be in the same location on all documents and be printed in such a way as to not interfere with the hand-written information.

Mark detection examines the established zones on the image of the remittance document and compares the pixel count in the zone to a preset threshold expected for an unmarked remittance document. If the pixel count in that zone of the image is greater than the threshold, the zone is considered marked.

The pixel count of preprinted information is minimized by:

• Printing check-box zone with light ink only (example below).

Please check box if address has changed and write information on reverse side.

- Using thin lines
- Providing 1/4" (0.25 inch) white space around checkbox.
- Right justifying field labels so they do not extend into the mark detect zone at all.
- Using thin lines rather than boxes in the mark detect zone.
- Leaving ample space for the written information to be readable.
- Not shading the field unless drop-out ink is used.

## Change of Address Zone

This is an example of a well-designed change of address zone:

ADDRESS CHAI Please indicate	NGES any corrections/changes below.
Name	
Address	
City, State, ZIP	

## **Other Considerations**

Mark detection accuracy is dependent on the type of mark made by the remitter as it appears on a black and white or "bi-tonal" image. Some marks, such as black pen or solid pencil, will be detected with a very high degree of accuracy. Others, such as a faint pencil, gel pen or light-colored marker, may not be detected. We cannot guarantee 100% detection of all marks made on remittance documents.

## **Mark Detection Area Specifications**

Characteristic	Specification	Comments
Check box size	0.125 inch minimum	
Clear zone	0.508 cm (0.20 inch)	Allow a clear zone of at least 0.508 centimeters (0.20 inch) in all directions surrounding the area to be examined. Any non-dropout printing too close to the amount paid box will interfere with mark detection.

## Mark Detection for Address Changes

U.S. Bank's capabilities in the identification and processing of address changes are highly dependent on remittance document design and printing. Optimally, the remittance document has a designated location for address changes. Remitters should be instructed to write changes only in this area to discourage marking changes directly in the mailing address on the remittance document. Provide sufficient space for the remitter's writing to be of legible size.

Address change location is usually printed on the upper-back portion of the coupon. The lower-back 2.5 inches of the coupon should remain clear of any printing as it may be needed for internal processing.

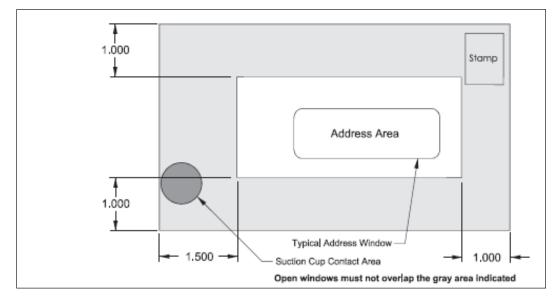
# **Appendix A: Envelope Requirements**

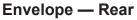
High volume Wholetail lockboxes may be processed on special opening equipment. If so, companyprovided return envelopes are recommended for optimum efficiency within U.S. Bank Wholetail Lockbox. The following specifications outline the primary requirements related to U.S. Bank's automated opening equipment.

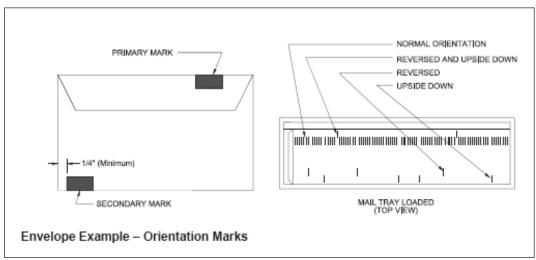
We will provide feedback on the suitability of remittance documents and envelopes after receipt and testing of your final documents and processing requirements.

## **Envelope Examples**

## Envelope — Front







## **Envelope Specifications**

Characteristic	Specification	Comments
Color	White or pastel	Image-based functions, including Post Office routing, rely on print contrast against the paper. Dark colored paper should be avoided as this may affect mail delivery times.
Finish		Extremes of smoothness and coarseness should be avoided. Very smooth (highly calendared) envelopes may be slippery or retain ink poorly. Very coarse (toothy) envelopes may not flow smoothly through automated opening equipment.
Orientation Marks	Recommended	Orientation Marks on the edges of envelopes are highly recommended to assist in confirming orientation during mail preparation. The dual mark design shown in the example above is particularly effective.
		A Facing Identification Mark (FIM) is used to face the envelopes in the correct direction prior to running on the high-speed mail opening equipment.
Size	Length: 6.25" to 9.50" Height: 3.50" to 4.40"	Shorter envelopes are preferred. Since envelope size interacts with remittance document size, they must be designed jointly. A fit which is too tight can cause remittance document folding and damage. A fit which is too loose requires a larger window. Return envelopes should be at least 1/4 inch higher than the OCR document and large enough to accommodate a personal size check without folding.
Weight	Uncoated White Wove: 20 pound minimum Coated White Wove: 70 pound minimum Recycled: 24 pound minimum	Matte finish is preferred on coated papers.
Window	Required	Return envelopes with address windows are required. Window type and placement play an important role in facilitating optimal processing. Window size should be minimized to avoid structural weaknesses and reduce tearing by automated equipment. Be certain that the entire return address shows through the window when the remittance documents are completely inserted into the envelope. Use the "tap test" to be sure the address remains completely visible in the window regardless of the remittance document shifting within the envelope.

## **Envelope Construction**

Characteristic	Specification	Comments
Bangtails		Bangtails are detachable advertising flaps. They may be accommodated but should be designed for easy removal by the remitter before mailing to reduce manual handling within the lockbox. If bangtails are not detached prior to processing, additional opening fees may apply.
Flap		Long seal-flaps are not recommended. If used, they must allow a minimum of ½ inch clear space from the bottom edge of the envelope. Special attention should be paid to the glue on the flap. Even if the remitter poorly closes the envelope, the glue should not be exposed on the inside of the envelope. Flaps should be glued securely and as near to their edges as possible. This will reduce the potential for flaps to curl during automated sorting and opening.
Intelligent mail bar code	Required	The POSTNET bar code tells automated Postal Service equipment the address of your lockbox, facilitating the movement of your mail through the system.
		The bar code can be in the same area as the lockbox address block so that it is readable by postal processing equipment through the envelope window, or it can be printed directly on the envelope.
Seams	Diagonal	Diagonal seam return envelopes are preferred to eliminate trapping of the contents. If side seam envelopes must be used, other design factors apply including envelope length and seam width. Side seam widths over 1 inch are not recommended. Side seams must be securely glued to within 1/8 inch from the inside edge of the seam, with no glue on exposed surfaces inside the envelope.
Static electricity		Documents should be discharged after printing if necessary to eliminate static electricity.

**Note:** More information on the U.S. Postal Service's recommended envelope specifications is available upon request.

# Appendix B: Glossary

Term	Definition
Amount paid	The dollar amount of the payment received from the customer. Also known as the "applied amount."
Check digit	The answer to a mathematical calculation performed on the series of preceding numbers. The check digit is used to ensure the accuracy of the scanline and account number data.
MICR	Magnetic Ink Character Recognition. The machine recognition of numeric data printed with magnetically charged ink. It is used on bank checks and deposit slips. It should never be used on remittance documents.
OCR	Optical character recognition. The electronic translation of handwritten, typewritten or printed text images into machine-editable text.
Remitter	Your customer. The person or company making the payment.
Remittance document	The document you provide your customer for return with their payment. The remittance document contains all the information necessary to process your customer's payment and provide you with an electronic file for accounts receivable posting.
Skew	The misalignment or slant of a character, bar, line of characters, or bar code with respect to the bottom or top edge of the piece. (Source: <u>www.usps.com</u> )
Statement	The periodic document you mail to your customer. The statement typically includes account activity and payment information, as well as a tear-off portion or "remittance document" to be returned with the payment.

#### **Statement Rules**

#### General Rules:

Rule - Create separate statement for each Unique Account Number & Account Name

*Rule* - *If* Bank Draft = N, then do not include #9 envelope.

#### Account Summary section:

*Rule - Previous Balance is calculated* (L\_b\_amt - \_pmts - T\_adjs - T\_pens)

#### Messaging above the Important Information box:

*Rule - If Status contains "disconnect" then display:* **\*\* FINAL BILL \*\*** 

*Rule* - Landlord\_copy is *Y* then display: \*\* LANDLORD COPY \*\*

Messaging below the Total Due and Amount Paid box:

Rule - If Status contains "disconnect" then display: \*\* FINAL BILL \*\* IF A CREDIT BALANCE, PLEASE CONTACT US FOR A REFUND \*\*

## *Rule - If* **Drf\_cst** *is Y then display:* **PLEASE DO NOT PAY – AUTO PAYMENT SCHEDULED**

## *Rule - If* Drf\_cst *is Y and* Arrear *is* >0 *and* Due *is* >0 *then display:* ACCOUNT IS PAST DUE. PLEASE REVIEW AND UPDATE YOUR AUTO PAY SETTINGS.

#### Current Charges section:

Rule - If the Current Total Due > 0, the amount is displayed next to TOTAL DUE

Rule - If the Current Total Due is negative, "0.00" is displayed next to TOTAL DUE.

*Rule - If* Service>>Serv\_info[T\_chg] = 0, *the detail line is not displayed.* 

## Coupon Amount Paid box:

Rule - Amount Paid box, display text as noted: If Due is <0 \*\* CREDIT BALANCE - DO NOT PAY \*\* If Landlord\_copy is Y then display: \*\* DO NOT PAY \*\* If Drf\_cst is Y then display: \*\* DO NOT PAY \*\*

#### Scanline:

- 1. Processed Total Due (8 digits) = Current Total Due with all non-digit characters removed, left zeropadded to 8 characters.
- 2. Processed Account ID (9 digits) = Account ID with all non-digit characters removed. In practice this only ends up removing dashes.
- 3. The two values above are used to calculate a Mod10 Check Digit (1 digit).
- 4. These values are concatenated to form the Scan Line: <Processed Total Due><Processed Account ID><Check Digit>

## EXHIBIT B CONTRACTOR'S RESPONSE



Metro Presort Portland, OR 97210 503.224.7230

## Response from Metro Presort, Inc. for Request for Proposals #2025-26 For Printing and mailing services for customer utility billing

Closing date and time: April 17<sup>th</sup>, 2025, 2:00pm Pacific Time This proposal is valid for 180 calendar days following the closing date





## **Presented By:**

<b>Proposer Contact Information – Executive</b>	<b>Proposer Contact Information – Account</b>	
Sponsor	Manager, Primary Representative	
Metro Presort Inc., an Oregon Corporation	Metro Presort Inc., an Oregon Corporation	
Brad Barton, President	Vaune Kemp, Vice President, Account Manager	
3506 NW 35th St.	3506 NW 35th St.	
Portland, OR 97210	Portland, OR 97210	
Phone: (503) 852-2137	Phone: (503) 852-2143	
Cell: (503) 784-8836	Email: <u>vkemp@metropresort.com</u>	
Email: <u>bbarton@metropresort.com</u>	www.metropresort.com	
www.metropresort.com		



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## Cover Letter

Metro Presort Portland, OR 97210 503.224.7230

#### Dear Thomas,

Metro Presort is a current vendor to Clackamas County and WES. We have provided services to Clackamas County since 1995, and in 2016, we were contracted by the Clackamas County Board of Commissioners to provide our service for utility billing printing and mailing. We are appreciative of our 9+ year working relationship and are confident that our offering and benefits presented herein will continue to provide Clackamas County WES and its constituents with high quality, accurate, and efficient billing.

The Metro Presort standard data processing and production environment meets and, in most cases, exceeds each of the WES Scope of Work items in this response. Over our years of service to WES we have helped to streamline and modernize the billing process as demonstrated in our response. As an active partner, we continually educate and offer our clients new opportunities such as USPS mail tracking, return mail processing and outbound communication options via IVR and SMS messaging. Due to the 20-page response limit, we have kept answers to scope questions brief, but are happy to provide follow up detail if there are any questions or concerns. We have also included additional Attachments with this proposal.

One unique aspect of our service is that as the President and Owner, I am very involved in the dayto-day leading of the business. This continuity of leadership has fostered a long-term employee base, as well as long-term customer relationships. We focus on profit-led growth, and we've been mindful of nurturing our employee base, our internal culture, and onboarding the "right-fit" clients for our workflow. This approach has led to steady, measurable growth and we have found it keeps clients coming back for more and keeps employees engaged for the long term.

While other companies look to increase their top-line revenue and exit the business, merge or take on outside funding, we continually invest back in our business to have the latest products and services. Our investment philosophy is to invest in the best people and the latest equipment and software. Along with my leadership team, I am fortunate to be involved in National Print and Mailing groups which allow us to be at the forefront of the latest software and technology available in the industry which we source and bring back into our business to benefit our clients.

By continuing to work with Metro Presort, Clackamas County WES will continue to benefit from our steady, reliable service and the service will *continue* to appear *seamless* to your customers. We believe you will find no better partner. Our local expertise, along with our ability to scale and adapt, will position your organization to meet evolving customer expectations in the years to come.

Warmly,

Brad Barton

Brad Barton



## Similar Project Experience

## Metro Presort Response: Yes, Fully Supported.

Metro Presort is a printing and mailing company located in Portland, Oregon. Our automated processing center is located only 12 miles from the USPS Headquarters, which is the delivery destination unit for mail processed in Oregon and SW Washington. We are conveniently located only 25.4 miles from the Clackamas WES headquarters and can easily meet onsite if desired.

Our company was started in 1982, and our mailing division has a focus on utility and government agencies. We provide print and mail services for clients spread across 29 states. Our automated workflow process allows us to deliver a consistent, quality product month in and month out and as a result we have built credibility and trust with our clients. Most of our clients have been with us for over 12 years and our average employee years of service are almost 9 years. Our leadership team has over 150 years of combined experience in working with the regulations of the post office, and the print and mail industry. We have a planned, controlled growth rate that allows us to maintain our capacity in a position where we will not have difficulty meeting our client deadlines and expectations.

Our culture and the people who make it are a key ingredient to our success. A guiding light for our employees is to live by our mission statement and values. Our mission statement is one word: **empowerment**. We seek to empower our employees to make decisions that benefit our clients, and we seek to empower our clients to outsource their print and mail needs so they can be freed up to focus on their core business. The values we live by include the pursuit of Excellence in all we do and Leading with the Heart which is about using empathy/listening in our communications. We know if we live our first two values well that we will easily manifest our third value which is to be Remarkable in the eyes of those we work with.

We have made and continue to make mindful, strategic investments in our Information Security Program to protect the data of all clients. Our Security Posture leans heavily into compliance with local, state, and federal data privacy laws and stands firmly on industry's best practice and standards. With this we've built our secure data processing center resulting in Availability, Integrity, and Confidentiality of the data under our custodianship.

We have made and continue to make mindful, strategic investments in the software and technology that powers our Business Continuity Program (BCP). Should there be a disaster at our main processing center, we can easily move data files to our other secure processing centers which are in Milwaukie Oregon, Eugene Oregon and Lexington Kentucky. We are proud to report that the capstone of our data and security efforts culminates with the SOC 2 Type 2 and HIPAA Certifications.



Below are examples of similar projects we have completed which are relevant to the service needs outlined in your RFP request:

#### **Clackamas County WES, Oregon**

• Description of Services:

Metro Presort has provided full-service print and mailing services to Clackamas County WES since 2016. These services include:

- Secure data handling via SFTP transmission.
- Online web proofing immediately after file upload.
- High-speed, high-quality printing, using high-quality toner-based equipment of 18,000 to 20,800 invoices per month.
- Folding and inserting guided by our internal Envelope Integrity Program.

During our 9 years of providing billing services to WES, we have become intimately familiar with the needs WES has and adjusted our service based on your requests. We have a history of bringing new solutions to the table for WES and our other customers. For example:

- When we started providing the service to you in 2016, we used a pre-printed letterhead. At the time, WES's thought behind using the pre-printed letterhead was to have a better color quality. As our relationship grew, in 2020, we helped you transition to using blank paper where we would print the color, and bill details on at the same time. During the conversion process, we worked closely with WES representatives to enhance the color on our print machines so that it matched closely with the WES PMS Colors / brand. We also worked with your lockbox processor to provide samples and get their approval before we switched.
- In early 2024, we presented our web proofing solution to WES for the purpose of streamlining the proofing process. With this change came the benefit of having a website where WES staff can login and view every bill in the file. In addition, it allowed us to return proofs to WES in about 1 hour from the time of file upload.

## Why are we sharing this example?

Clackamas WES has come to count on our steady, reliable services and has developed a working relationship with several people on staff who are intimately familiar with the details of your account.

We have a proven history of finding new solutions in the industry and presenting them to our clients so that they can enjoy the benefits of saving time, money and streamlining processes.

Since Clackamas WES is already set up and running with our service, there would be no effort, expense or resources required on your part to make the switch and go through a new setup process with a new vendor.



#### **Tualatin Valley Water District, Oregon**

#### • Description of Services:

Metro Presort has provided full-service print and mailing services to Tualatin Valley Water District (TVWD) since 2005. These services include:

- Secure data handling via SFTP transmission.
  - We receive files daily with upwards of 20 different file types monthly.
- Processing the following applications:
  - Statements that include specific inserts by group.
  - Statements that include bills, urgent, final notices and adjustment notices.
  - Welcome letters and fulfillment for Welcome letters that are sent monthly to new customers.
  - Printing and mailing backflow letters.
  - Printing and mailing Outreach postcards. The Outreach is a postcard sent to notify neighbors when work is being done in their area.
  - Printing and mailing of the Gold Plan Testing information.
- We manage the inventory and printing of their 6 envelope types and multiple inserts that vary depending on the need and messaging of TVWD.

When we started with TVWD in 2005 we just printed and mailed their bills. Over time we have slowly taken on more work and provided and provided additional solutions such as:

- Merging files and adding red urgents to some of their projects based on the customer's amount due. Rather than adding a message to envelopes, we add it on the fly based on the unique account number. This new workflow saved TVWD considerable cost.
- Pull specific bills that TVWD staff caught at the last minute (after approving) that should not be mailed. This highlights our ability to respond quickly to the customer's need.

#### Why are we sharing this example?

Tualatin Valley Water District has a service offering with many moving parts and this example illustrates our ability to manage a complex level of detail and deliver and on-time and error free product.

This example also illustrates our ability to perform such a complex service for 20 years as we have provided the service to TVWD since 2005.



## City of St. Helens

• Description of Services:

Metro Presort has provided full-service print and mailing services to the City of St. Helens since 2015. These services include:

- Secure data handling via SFTP transmission.
- Online web proofing after file upload.
- Print and mail of roughly 6,000 statements and delinquent notices per month.
- Print and mail of inserts.
- Helped the City as they moved from Springbrook software to Tyler/Incode in 2020.
- Helped with lockbox testing when the City switched lockbox providers in 2024.

When we started with the City of St. Helens in 2015, we printed and mailed their bills. Over time we have slowly taken on more work and provided and provided additional solutions such as:

- One-time mail projects such as a letter to customers about changes on their statement when the City switched software providers and we re-formatted their statement.
- We suggested printing their inserts on colored paper, and printing in black ink instead of using white paper and printing in colored ink. The colored paper makes the insert stand out while at the same time being very economical to manufacture, which saves the City money.
- Print and mail of the City's Notice of Public Hearing mailings with an affidavit stating when the documents are mailed.

## Why are we sharing this example?

The City of St. Helens has a smaller volume which showcases our ability to provide services to clients of all sizes.

This example also illustrates our ability to fulfill one-time projects and to help an organization as they transition to a new lockbox provider and core software provider.



Experience

## Metro Presort Response: Yes, Fully Supported.

#### Data file acceptance, processing and business rules:

- We accept files via SFTP, HTTPS and our transmissions offer encrypted support, ensuring 24/7 access for data file uploads.
- We process files in ASCII, Comma Delimited, DAT, XML, XLS and PDF formats with no additional fees or conversion requirements.
- We suppress printing bills for specific customers as per our clients specifications.
- Householding bills whereby we combine multiple bills going to the same address into the same envelope.
- Selective inserting by route or file type is used when a certain insert is needed to be sent only to a select group of customers.
- Not including #9 remittance envelopes to your auto pay customers to save you money.
- All programming and setup is done in house by our team of experienced, highly trained professionals. We never outsource or offshore programming.

For over 17 years we have worked with data files and during that time we have followed the SOC 2 Type 2 and HIPAA requirements that lean heavily on state and federal regulations for handling sensitive customer data. These include items such as:

- Participation in voluntary audits and testing.
- Following the principle of least privileged access to sensitive information.
- Maintenance of strict retention policies.
- Enforcing strong password policies.
- Monitoring access to sensitive data.

Please reference Attachment A, Data Storage & Security for additional information.



## Vendors understanding of the project

For the sake of brevity in this response, given the 20-page maximum, crisp answers are provided in **bold** in this section with additional information being provided in the accompanying Attachments.

## 1. Envelope, Statement, Insert, and Notification Standards

- a. Envelopes
  - i. #10 double-window security envelopes and #9 single-window remittance envelopes.
  - ii. One #9 envelope will be inserted per customer utility statement with the following exceptions: Direct Draft/Auto-Pay customers, and customers with credit balances will not receive a return envelope with the statement.

# Metro Presort Response: Yes, *Fully.Supported*. We also offer envelopes that are made from recycled paper with the envelope and window portion of the envelope being fully recyclable. When used, we print this slogan on the backside of the envelopes.

 b. Monthly utility statements – produce and print on-demand approximately 18,000 – 20,800 utility statements per month from billing system software extract data. Data is currently natively exported from Tyler Technologies Incode 10 ERP Pro software utility billing application (software application may be subject to change). Statements should be formatted per specifications below:

## Metro Presort Response: Yes, Fully.Supported.

## Statement specifications:

- i. Paper size: 8.5" x 11"
- ii. Paper Type and Weight: 24# white, minimum 89% opacity and 92 brightness to prevent bleed-through.
- iii. Printing Options: One side full color; backside black-only print.
  - 1. Printing must be done using toner-based equipment (not inkjet) to ensure high-quality, smudge-resistant output consistent with the Clackamas Water Environment Service's brand.
- iv. Perforation: Micro-perforation 3.5" from the bottom edge of the page for easy remittance stub detachment.
- v. Folding: Z-fold

# Metro Presort Response: Yes, *Fully.Supported*. We also have options for higher quality print needs as well as lower cost options.

vi. Remittance Processing Requirements:



- 1. Statements must comply with remittance processing requirements for utility bill payment processing through WES' bank (currently US Bank).
- 2. This requires a specific utility statement template setup and testing to confirm compliance.
- 3. WES' current remittance processing requirements through US Bank are included as Attachment 7.
- 4. Vendor shall comply with all requirements of WES' bank and WES for utility statements and #9 remittance envelope setup.
- 5. Remittance processing requirements may be subject to change; vendor must accommodate specification changes and testing of new specifications as needed.
- 6. The vendor is responsible for ensuring all printed statements meet remittance processing requirements. If statements fail to meet these requirements and require manual processing or scanning adjustments by WES' bank, the vendor shall:
  - a. Reimburse WES for any additional processing costs incurred due to non-compliance.
  - b. Implement quality control measures to prevent recurrence.

#### Metro Presort Response: Yes, Fully.Supported.

- 7. Provide setup and mapping/programming support for statement design, content changes, and data-driven formatting.
  - a. Vendor shall support customized programming logic to dynamically adjust printed messages, notes, and statement elements based on the billing system extract data. This includes, but is not limited to:
    - i. Suppressing or modifying specific messages based on account type, payment status, or past-due conditions.
    - ii. Implementing business rule-based printing logic for tailored customer communications.
  - b. Vendor shall provide ongoing maintenance, testing, and updates to these customized programming features as billing system data structures or business requirements evolve.

Metro Presort Response: Yes, *Fully.Supported*. Since Metro Presort is the incumbent vendor, no implementation is required if the contract with us is extended. This will save WES the time and cost of an implementation and migration project. Additionally,



we have included Attachment B, Proprietary Way, which shows the documentation we keep up-to-date for WES so we can quickly make changes to the bills when called upon.

- vii. If a vendor error results in incorrect or incomplete statements being printed and mailed, the vendor shall promptly correct the issue by reprinting and remailing affected statements at no additional cost to WES. The vendor shall also provide a remediation plan to prevent future occurrences.
  - 1. Examples of errors covered under this provision include but are not limited to:
    - a. Data processing or printing that results in incorrect customer information or billing details.
    - b. Printing or formatting errors affecting readability.
    - c. Omission of required notices or messages.

#### Metro Presort Response: Yes, *Fully.Supported*.

- c. **Inserts** Produce and print on-demand inserts per specifications below. Insert specifications:
  - i. Paper Sizes:
    - 1. 1/3 page (8.5" x 3.67")
    - 2. 8.5" x 11" single-sided tri-folded
    - 3. 8.5" x 11" double-sided tri-folded
  - ii. Paper Weight: 24-32#, minimum 89% opacity and 92 brightness to prevent bleed-through.
  - iii. Printing Options: Inserts may be black and white, full color or high gloss.
  - iv. Inserts should be printed using toner-based or offset printing equipment, not ink jet, to ensure quality and durability.
  - v. Folding and Inserting Services:
    - Provide folding and inserting services for these one-time projects to fit into standard #10 mailing envelopes for mailing compatibility.

## Metro Presort Response: Yes, *Fully.Supported*. Please reference Attachment C, Inserts for additional information.

d. **Customer Notices** – Produce and print on-demand approximately 1,600 past-due notifications (3-4 times per year) and other customer notices (estimated 1-3 times per year) per specifications. Past-due notifications and other customer notices shall be generated from billing system software extract data or in PDF format.



Notification Specifications

- i. Paper Size 8.5" X 11"
- ii. Paper Weight 24# white, minimum 89% opacity and 92 brightness to prevent bleed-through.
- iii. Printing Options: Full-color front, black-only back.
- iv. Notifications should be printed using toner-based or offset printing equipment, not ink jet, to maintain quality and readability.
- v. Folding and Inserting Services:
  - 1. Notifications must be folded to fit into #10 windowed envelopes for mailing.
  - 2. Ensure alignment of recipient address with window placement for clear visibility.
- vi. Provide setup and programming support for notification design and/or content changes.

#### Metro Presort Response: Yes, Fully.Supported.

#### 2. Incode 10 ERP Pro Experience

Experience with Tyler Technologies Incode 10 ERP Pro software utility billing application is preferred.

## Metro Presort Response: Yes, *Fully.Supported*. We have over 15 years of experience with the Tyler software platform.

#### 3. <u>Postage</u>

- a. Vendor shall use United States Postal Service (USPS) Automated Presorted First-Class Mail for all statements and customer notices unless otherwise approved by WES.
- b. Vendor shall use USPS automated postage systems for all mailed materials, including statements and remittance envelopes.
- c. Vendor shall invoice WES only for the actual postage costs billed by USPS.
- d. Vendor must provide automated address updates NCOA Link (National Change of Address Linkage System)
  - i. All address updates and move data shall be provided to the WES in digital format after each mailing at no additional charge.
- e. Vendor must fully comply with all USPS postal regulations and requirements to secure the lowest postage rates.
  - i. If a mailing fails to meet USPS "Full Service" requirements due to vendor error, the vendor shall:
    - 1. Absorb all additional postage costs or penalties imposed by USPS.
    - 2. Reimburse WES for any extra processing costs incurred.



- 3. Cover the cost of reprinting, remailing, and postage if a reissue is required.
- 4. Implement corrective measures to prevent recurrent at no additional charge to WES.

#### Metro Presort Response: Yes, *Fully.Supported*.

#### 4. Data Transfer and Production

- a. Data Access and Retention
  - i. Vendor shall maintain a secure website, with multiple user-specific logins and role-based security levels, to allow WES staff to upload and download files.
  - ii. The website must support file formats compatible with WES systems and provide search and access capabilities for billing records.
  - iii. Vendor shall retain all records on the secure website for a minimum of one(1) year from the date of creation and provide search and retrieval functionality.
- b. Data Submission
  - i. WES will typically provide billing data between the 26<sup>th</sup> and the 30<sup>th</sup> day of each month.
  - ii. An annual billing calendar will be provided to the Vendor each January, outlining the anticipated billing dates.
  - iii. Billing data will typically be uploaded by WES by 12:00 p.m. on the scheduled billing date.
  - iv. If inserts are to be included, WES will provide the image/artwork for the insert a minimum of 1 week (5 business days) before the scheduled billing date.
- c. Proof Approval, Production, and Mailing
  - i. Vendor shall provide electronic confirmation of file upload.
  - ii. Vendor shall generate and provide electronic proofs of all statements via the secure website within 2 business hours of file receipt. WES staff will review and approve the proofs before final production.
  - iii. Vendor shall produce and mail statements within 1 business day of final approval by WES staff.
  - iv. After proof approval, Vendor will provide confirmation of mailing date.
- d. Vendor shall provide an electronic PDF of the entire production file within seventy-two (72) hours of production approval.

#### Metro Presort Response: Yes, *Fully.Supported*.



#### 5. <u>Security & Compliance Requirements</u>

a. The selected vendor must have adequate data security controls in place to protect the integrity and confidentiality of customer data.

To demonstrate compliance, the vendor shall:

- i. Maintain Service Organization Control (SOC) 2 Type 2 Certification:
  - 1. Vendor must provide evidence of a current SOC 2 Type 2 audit report demonstrating adherence to industry security standards for data handling, availability, confidentiality, and integrity.
  - 2. The audit report should be available for review upon request.

# Metro Presort Response: Yes, *Fully.Supported*. Please reference Attachment D, Security.

#### 6. Disaster Recovery & Failover Requirements

- The Vendor must have a documented disaster recovery and business continuity plan in place to ensure uninterrupted processing of utility bills in the event of a system failure, outage, or disaster affecting its primary facility. The Vendor shall:
  - i. Maintain, or have access to, a redundant processing facility capable of handling utility bill production in the event of a disruption at the primary processing site.
  - ii. Ensure automatic or near-immediate failover to the backup facility to minimize downtime.
  - iii. Notify WES within 24 hours in the event of a disruption that could impact billing operations.

Metro Presort Response: Yes, *Fully.Supported*. Please reference Attachment E, Contingency Planning.



#### 7. Contract Administration

- a. Vendor invoicing: Vendor shall submit monthly invoices via email to <u>WES-Billing@clackamas.us</u>. Invoices must itemize all expenses incurred and be broken out by each category of fee. Postage to be reimbursed at actual USPS rates incurred, detailed by postage rate per piece and number of pieces.
- b. Vendor shall be required to participate in up to three (3) on-site or virtual meetings annually with WES staff to discuss billing format, potential format changes, design changes, or other issues related to the required services. On-site meetings would be held at 150 Beavercreek Road, Room 430, Oregon City, OR 97045; virtual meetings would be held via Zoom or Teams.
- c. Vendor shall provide reasonable support setup services to facilitate changes in statement design and/or content, including programming work.

#### Metro Presort Response: Yes, Fully.Supported.

#### 3.3.2 Work Schedule:

WES and the successful proposer will establish a work delivery schedule with the first utility bill statement printing and mailing to begin July 2025. To meet this timeline, statement programming, system setup, and remittance processing testing must be completed in advance. WES and the successful proposer will finalize these pre-implementation steps within a mutually agreed-upon timeframe to ensure a smooth transition to live statement production.

#### Metro Presort Response: Yes, Fully.Supported.

#### 3.3.3 Term of Contract and Service Fee

The term of the contract shall be from the effective date through June 30, 2030, with the option for two (2) additional two-year renewals thereafter subject to the mutual agreement of the parties. The service fees will be locked in for the initial term of the contract. The selected vendor may request an increase in the service fee for the renewal(s) based on the change in Consumer Price Index for All Urban Consumers (CPI-U) for Portland, Oregon.

#### Metro Presort Response: Yes, Fully.Supported.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP



and all supplemental information in response to this RFP will be a binding part of the final contract.

Metro Presort Response: Yes, Fully.Supported.

### Ability to meet all of the requirements

#### Why is Metro Presort qualified to continue providing services to Clackamas County?

- 1. **Proven Experience & Longevity in the community**: As the region's largest mailer, we have a close working relationship with the USPS and the print industry at large and a track record of delivering error-free mailings for WES on time.
- 2. **Sustainability Practices**: We support using recycled paper and envelopes and are enrolled as a full partner in the PGE Energy Partner Program.
- 3. **Bill Printing & Mailing**: Supported by robust infrastructure, we manage large-scale printing and mailing requirements, including color processing, OCR imaging, and CASS certification—all crucial for ensuring accuracy and cost-efficiency.
- 4. **Online Bill Presentment**: Our platform integrates seamlessly with third-party payment processors, providing secure online access to billing information for your customers.
- 5. Flexibility & Scalability: We're equipped to handle fluctuating volumes and ensure ontime processing of bills, past-due notices, and leak letters within strict deadlines.
- 6. **Data Security**: Metro Presort is SOC II Type II compliant, which ensures the highest standards of confidentiality and security for all customer data.
- 7. **Business Continuity (BCP)**: Our solution ensures we can stay in business and provide critical print and mail services to our clients should there be a disaster at our main processing center.



### Proposed price on a per unit basis





### References

Client Name:	Tualatin Valley Water District
Contact Name:	Lee Lawson
Address:	1850 SW 170th Ave., Beaverton, OR 97003
Email:	Lee@tvwd.org
Phone:	(503) 848-3067
Length of service:	TVWD has been a customer since 2005.
Client Name:	City of St. Helens
Contact Name:	Jamie Edwards
Address:	265 Strand St., St. Helens, OR 97051
Email:	jedwards@sthelensoregon.gov
Phone:	(503) 366-8210
Length of service:	City of St. Helens has been a customer since 2015.

Client Name:	City of North Plains
Contact Name:	Bailey Gaunt
Address:	29905 West Union Road, North Plains, OR 97133
Email:	<u>bailey.gaunt@northplains.gov</u>
Phone:	(503) 647-5555
Length of service:	City of North Plains has been a customer since December of 2023.



#### PROPOSAL CERTIFICATION RFP #2025-26

Submitted by: Metro presont inc. an Oregon Corporation (Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this if Workbook last saved: Just now Internal Revenue Service. Information not matching IRS records could subject Proposed and Contract is executed.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV, COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

- Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
- Are an authorized representative of the Proposer, that the information provided is true and accurate, and that
  providing incorrect or incomplete information may be cause for rejection of the Proposal or contract
  termination; and
- 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
- Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: BRAD BARTON	Date: April 4, 2025
Signature: Bill Barton	Title: President
	Telephone: 503-852-2137
	OR CCB # (if applicable):

Business Designation (check one):

🖄 Corporation 🗌 Partnership 📄 Sole Proprietorship 📄 Non-Profit 📄 Limited Liability Company

Resident Quoter, as defined in ORS 279A.120 Non-Resident Quote. Resident State:



#### Attachment A, Data Storage & Security

Our Information Security Program protects the data of many clients across a wide range of industries including Health Care, Utilities, and Financial. With this level of support comes the critical job of protecting clients' data regardless of industry or type.

Our Security Posture leans heavily into compliance to local, state, and federal data privacy laws and stands firmly on industry best practice and standards to build our secure data processing facility resulting in Availability, Integrity, and Confidentiality of the data under our custodianship.

#### Legal Compliance and Industry Standards Basis:

HIPPA Federal Health Information Technology for Economic and Clinical Heath Act (HITECH) of 2009, Final Omnibus Rule of 2013, and 45 CFR Parts 160 and 164 NIST Special Publication 800 Series FIPS 140-2 - Security Requirements for Cryptographic Modules ISO 27002 - Information Technology Security Techniques Security Controls SOC II Type 2

Our Information Security Program utilizes corporate policies and oversight to drive compliance across the business. The program strives for a secure data processing facility including the following elements:

#### 1. Availability

Our data processing environment is 100% virtualized within its secure Data Center on Azure cloud. The virtualized environment runs on a 100% encrypted state-of-the-art Storage Area Network. Entry points into the environment are heavily protected by least access controls restricting access, AI-based anti-malware protection, aggressive patching to ensure up-to-date security, and multi-layered physical security. The entire virtualized platform is backed up nightly with additional encryption applied to the backup images. These images are stored locally for quick retrieval if needed as well as off-site for long term availability.

#### 2. Integrity

Least access controls mean client data remains unchanged. Only authorized workforce members have access to sensitive SPI/ePHI data. Client Data moves automatically through our statement processing platform. The Data Processing team only manages the submission of data and the QA process but not the actual data further protecting the integrity of client data.

1



#### 3. Confidentiality

The combination of Least Access Required controls, 100% encrypted Storage Area Network hosting our virtualized data processing platform, robust multi-layered network perimeter defenses, and a short 60-day client data retention policy, protects the confidentiality of the client data moving through MPI's data processing facilities.

#### 4. Data Protected At Rest

Once you have uploaded data to Metro Presort, your data remains protected at rest within a secure hardware level AES 256 encrypted platform. The entire MPI Information Security program is dedicated to upholding Data Privacy standards as well as applicable State and Federal Data Privacy laws including, but not limited to, NIST 800, FIPS 140-2, HIPAA, GLBA, etc. The MPI Information Security Program defines and publishes policies covering all aspects of availability, integrity, and confidentiality.

#### 5. Customer Data Upload

Data is exchanged via MPI's Secure File Transport Protocol (SFTP) website. We utilize a secure SFTP website that enforces a TLS 1.2 connection as well as SHA 256 with RSA encryption. This site and its security controls do not require you to have any additional hardware or software. If you wish to automate the exchange of data to us, your own SFTP system can connect directly to us and thus eliminate the need for your staff to upload data manually.

No special hardware or software is needed for this effort. Data can also be exchanged by utilizing a secure dedicated web portal. We offer a secure web-based portal dedicated to only you, allowing you to upload data through a secure TLS 1.2 connection, leveraging SHA 256 with RSA encryption.



Metro Presort Portland, OR 97210 503.224.7230

#### Attachment B, Proprietary Way Business Rules











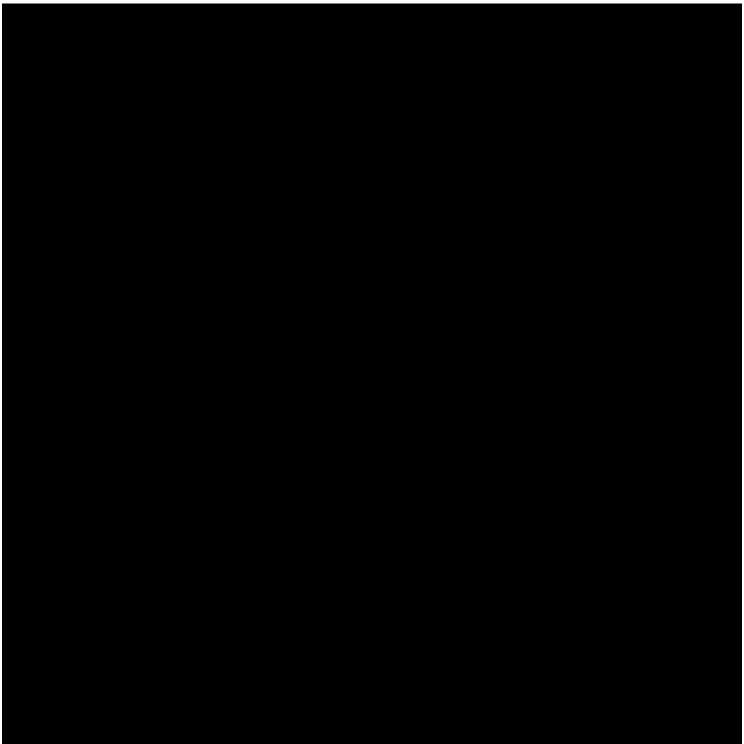


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Metro Presort Portland, OR 97210 503.224.7230

This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

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As an ongoing process, Metro Presort Technology and Security will keep track of both positive and negative





See Purpose.

