



CITY OF TIGARD, OREGON

REQUEST FOR PROPOSAL (RFP)

Utility Bills - Printing, Mailing, and Barcode Services

DATE DUE: Tuesday, October 6, 2015
TIME DUE: 2:00 p.m.

Envelopes must be sealed and marked with Project Title.
Proposers must submit one (1) original hard copy and one (1) complete electronic copy on a portable thumb drive of their proposal.

DIRECT QUESTIONS RELATED TO THIS REQUEST TO:

Joe Barrett, Sr. Management Analyst
City of Tigard, FIS – Contracts and Procurement Office
Phone: (503) 718-2477
Fax: (503) 684-7297
Email: joseph@tigard-or.gov

SUBMIT PROPOSAL TO:
Joe Barrett, Sr. Management Analyst
City of Tigard – Utility Billing Counter
13125 SW Hall Blvd.
Tigard, Oregon 97223

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
UTILITY BILLS – PRINTING, MAILING, AND BARCODE SERVICES**

The City of Tigard is seeking sealed proposals from qualified firms to provide monthly utility bill printing, mailing, and barcode services for the City’s Utility Billing division. Proposals will be received until 2:00 p.m. local time, Tuesday, October 6, 2015, at Tigard City Hall’s Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from <http://www.tigard-or.gov> or obtained in person at Tigard City Hall’s Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

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DATE: Friday, September 11, 2015

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SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from qualified firms to provide monthly utility bill printing, mailing, and barcode services for the City's Utility Billing division. The City uses monthly billing cycle for utility billing.

Proposals will be received until 2:00 p.m. local time, Tuesday, October 6, 2015, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223. No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

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SECTION 2
PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Friday, September 11, 2015</u>	Advertisement and Release of Proposals
<u>Tuesday, October 6, 2015</u>	Deadline for Submission of Proposals
<u>Week of October 19, 2015</u>	Formal Presentations by Top Scoring Firms
<u>Tuesday, November 24, 2015</u>	Award of Contract by LCRB
<u>December 1, 2015</u>	Commencement of Services
<u>February 1, 2015</u>	Commencement of Printing/Mailing Services

NOTE: The City reserves the right to modify this schedule at the City's discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m., Tuesday, October 6, 2015, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP – Utility Bills – Printing, Mailing, and Barcode Services

City of Tigard – Utility Billing Counter
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five- (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

RFP Specification/Term Protest

City of Tigard
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Ron Blecker, Utility Billing Supervisor, who can be reached by phone at (503) 718-2496 or by email at ronb@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard general services contract, which the City expects the successful firm or individual to execute, is included as “Attachment C”. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D “Protest of Scope of Work or Terms” or their exceptions will be deemed waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of one (1) year with the mutual option to renew for up to four (4) additional one-year periods. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERTIVE PURCHASING

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3
BACKGROUND**

The City of Tigard was incorporated in 1961 and is located in southeast Washington County, 15 minutes from downtown Portland. Tigard’s population estimate for 2014 is 50,444 residents. In addition to providing stormwater management and sanitary sewer services to the City’s residents, Tigard is also the water provider to not only Tigard residents but also to the cities of Durham, King City, and some of the unincorporated areas of Washington County surrounding these cities.

Billing for these services generates approximately 220,000 bills during the fiscal year. Weekly mailing averages 4,850 bills. Urgent Notices average 300 bills weekly while Final Notices average 100 bills weekly. The City bills roughly 18,500 utility customers monthly. The City processes utility bills 52 weeks a year. The City utilizes the Springbrook Financial System (Accela) for its utility billing process.

In addition to standard utility bills, each week the City also sends Urgent Notices via USPS first class mail to customers who are past due on their account. As with standard bills, a file will be sent to the Awarded Contractor electronically so these Urgent Notice statements can be printed and mailed by the Awarded Contractor. For those bills that are not paid and are approaching the deadline for water to be disconnected due to non-payment, a file will be sent to the Awarded Contractor to prepare Final Notices in a pdf file that can then be printed by the City.

**SECTION 4
SCOPE AND SCHEDULE OF WORK**

Awarded Contractor shall provide printing, mailing, including postage, and barcode service for the City’s Financial and Information Services Department. The bulk of the services will be provided to the City’s Utility Billing division but may also include other special mailings such as the City’s Business License renewal notices. The mailing and barcode service shall include same-day service for the printing of utility statement sent electronically to the Awarded Contractor, folding and inserting into envelopes, printing of bar code on envelopes, applying postage, and delivering to the Post Office.

A. DETAILED SPECIFICATIONS

Detailed below is a breakdown of services that shall be provided by both the Awarded Contractor and the City under the agreement.

1. The City shall provide the Awarded Contractor with four flat files of the week’s billing statement information (regular statements, final bills and urgent notices and final notices) via the internet to the Awarded Contractor’s secure website.
 - a) Quantity of utility statements will be approximately 4,850 regular statements and 300 urgent notices weekly.
 - b) The Awarded Contractor will provide the City with a pdf file for Final Notices. The City handles printing the Final Notices. Quantity for Final Notices is approximately 100 notices per week.

2. Awarded Contractor shall import the information into their system and prepare statements for billing.
3. Awarded Contractor shall supply all paper products, including 1/1 color statements with perforation at the bottom (2 color options shall be available to the City), #10 boot window envelopes, and #9 window reply envelopes.
 - a) The City utilizes a lock box service through US Bank for utility billing payment processing. This service requires a very specific setup of the utility billing statement template. Awarded Contractor shall agree to comply with any and all requirements of US Bank and the City for the utility billing statement and #9 return envelope set up.
 - b) All supplies shall be inventoried at the Awarded Contractor's facility.
4. **Statement Preparation**

Awarded Contractor shall prepare the weekly statements for mailing. Process shall include, but not necessarily be limited to, the following duties:

 - a) Utility billing statements include a customer's historical usage graph. Statements printed with three colors: blue, black and grey ink. Urgent notices are created and printed weekly.
 - b) Statements shall be printed on laser form which matches and lines up with information sent in electronic file.
 - c) Printed statement shall be inserted into a #10 boot window envelope with delivery point barcode.
 - 1) The City's Utility Department's return address shall be printed on the #10 boot window envelope's upper left hand corner (standard return address location).
 - d) A #9 window reply envelope shall also be inserted into the #10 boot window envelope along with the statement.
5. **Postage and Mailing**

Awarded Contractor shall apply first class postage to each statement and deliver mail ready statements to the Post Office in accordance to the schedule.
6. **Timing**
 - a) City shall send electronic transfer files to the Awarded Contractor on Thursday and unless Thursday is a holiday, the Contractor will have 24 hours to complete the mailing. Where Thursday is a holiday, the Contractor has until Friday to complete the mailing.
 - b) Contractor confirms receipt of the files to the City within an hour of receiving the electronic files.
 - c) Within four hours Contractor will provide proofs of the statements to be processed to the City for review and approval for processing and mailing.
 - d) Awarded Contractor provides an electronic file of Final Notices to the City on Thursday within two hours of receiving the file.
 - e) The City and Awarded Contractor will use a secure website to transfer electronic files and notifications.
 - f) Awarded Contractor will deliver printed statements and urgent notices within 24 hours from receiving the file to the Post Office.

- g) If something happens on the City's end and the billing statements are not ready to electronically transfer to the Awarded Contractor on any Thursday, the City reserves the right to reschedule at a later date.
7. Contractor will verify with National Change of Address (NCOA) and supply the City with a list of customers where addresses have been changed prior to mailing.
8. **Internet Access to Statements**
Awarded Contractor shall supply the City with internet access to the final mailed statements in effort to increase the City's efficiency in dealing with utility customers. The City shall be able to log onto the Awarded Contractor's website with the ability to look at individual statements and the entire weekly run as a PDF. The City reserves the right to archive the file at the City's location as required by public records laws and as is in the public's best interest to do so. These files will be available to the City for not less than twelve months at no additional cost to the City.
9. Historically, the City generates additional "informational" inserts with the statements 5-6 times a year. At times there could be two (2) or more inserts with a mailing. The Awarded Contractor will be able to segregate mailings so that inserts are only sent to specific customers within the Tigard water service area (i.e., only to sewer customers or only to water customers). The Awarded Contractor may be asked to print the inserts from a PDF file.
10. There are several accounts that receive multiple billing statements. Multiple billing statements shall be printed and mailed together.
11. A few times a year the contractor may be requested to do "special mailings" which are not related to the standard Utility Billing mailings. The City's Business License Renewal notices are an example of a "special mailing". City and Awarded Contractor shall negotiate the rate and process for these "special mailings" as they arise.
12. Awarded Contractor shall create a fillable PDF template that the City will use to prepare various notifications, such as a lost utility bill. This form will be created and provided to the City at the start of the contract. The City handles printing for any unique billing requirements.

B. CONFIDENTIALITY

All proposers shall understand the information processed under the scope of work contained in this RFP and subsequent contract contains information that shall be deemed confidential. Any failure on the part of Awarded Contractor to maintain strict confidentiality in the process of the outlined work shall result in the immediate termination of the agreement and may expose the Contractor and those employed by Contractor to legal liability pursuant to any state or federal laws that may apply.

C. BILLING REQUIREMENTS

The City is requesting that the billing statement of services provided by contractor be itemized to show quantities per each individual billing rate. Invoices will be billed to the City monthly. Invoices shall contain, at minimum, the following information

1. **Description of Main Service**

A description of the main service, including an accurate quantity of the main service performed in each mailing, including, but not limited to:

- a) Folding Cost
 - b) Stuffing Cost
 - c) Seal/Metering Cost
 - d) Barcoding Cost
2. **Postage Costs**
- a) Number of pieces multiplied by current bulk mailing postage rate.
 - b) All other individual pieces listed and multiplied by applicable rate.
3. **Additional Insert Costs**
- a) Insert No.1 - number of inserts multiplied by rate.
 - b) Insert No.2 - number of inserts multiplied by rate.
4. **Setup Fees**
 Details on any setup fees associated with an order placed by the City – attention should be paid to estimating the fees associated with minor changes to the utility bill template if the City needs such changes.
5. **Additional Services**
 Details on any additional fees associated with any additional services which were requested by the City.

Each service that is billed at a different rate needs to be itemized on the billing statement as shown in the example above.

SECTION 5
PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. **Title Page**
 Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.
2. **Transmittal Letter**
 The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:
- a. A brief statement of the Proposer’s understanding of the project and services to be performed;
 - b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).
3. **Table of Contents**
 The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.

5. Samples

Proposers must include samples of the following materials in their proposals. These are documents or envelope required under the project's scope of work:

- a. Utility Billing Statement (must include an example of a two year usage graph)
- b. Urgent notice
- c. Final notice
- d. Boot Envelope
- e. Return Envelope
- f. 1/3 cut Flyer/Insert Example

6. Firm Responsiveness and Availability

Proposers should detail their plans to be responsive and available to the City in a timely manner. Due to the nature of the utility billing process and its impact and tangibility with citizens as a regular communication from the City, the City will expect a timely response to issues from the Awarded Contractor. Proposers should detail their ability to meet a two hour return call to the City on any regular business day and must demonstrate the ability to be at Tigard City Hall within 8-business hours if the situation calls for such a meeting. Due to the required response time, the City will give preference to firms within a 250 mile radius of Tigard.

7. Cost Structure

A Proposer's cost structure should include fees with enough detail to allow the Selection Committee to determine the cost of standard weekly billings, the cost of weekly urgent notices, and the cost of weekly final notice processing. The Section Committee should also have enough information on a 1/3 cut flyer/insert (three flyers per 8 ½ by 11 inch page.)

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. REFERENCES

Contractor must demonstrate successful past performance of the firm's ability to provide services as set forth in this specification. Contractors must detail three (3) current references to document experience. References must be detailed in Attachment B "Statement of Proposal"

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 6
PROPOSAL EVALUATION PROCEDURES**

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1. Completed Proposal submitted on time	Pass/Fail
2. An original hard copy plus a complete electronic copy on thumb drive	Pass/Fail
3. Transmittal letter	Pass/Fail
4. Firm Qualifications	40 points
5. Firm Responsiveness and Availability	15 points
5. Samples	15 points
6. Cost Structure	30 points
<u>TOTAL EVALUATION POINTS</u>	<u>100 POINTS</u>

B. PRESENTATION/INTERVIEW

At the option of the City, the top scoring Proposers (based on the criteria points) may be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City's Project Manager will schedule the time and location of these presentations and notify the selected firms. The presentation/interview process will be for 20 criteria points and added to the participating Proposers' total points.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

E. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

F. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a general services agreement with one firm, or may select one or more firms for further consideration.

G. PROTEST OF AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

H. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General’s Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA
City of Tigard, Oregon
Request for Proposal
Utility Bills – Printing, Mailing, and Barcode Services
Close: Tuesday, October 6, 2015 - 2:00 p.m.

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA *(If none received, write "None Received")*:

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for Utility Bills – Printing, Mailing, and Barcode Services and the attached for general services agreement (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

ATTACHMENT C
CITY OF TIGARD, OREGON
AGREEMENT FOR SERVICES RELATED TO
(ENTER CONTRACT TITLE)

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called “City”, and (Contractor's Name), hereinafter called “Contractor”, collectively known as the “Parties.”

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor’s bid or proposal;

THEREFORE, The Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor agrees to provide services related to (enter project title or brief description) as detailed in Exhibit A – Scope of Services and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION

Contractor shall initiate services upon receipt of City’s notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on (Enter end date). All services shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor an amount not exceeding (Amount in words) and (00-99)/100 dollars (\$Amount in numbers) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor’s invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- D.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- E.** Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- F.** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- G.** Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- H.** Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.** The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Appropriations for future fiscal years shall be subject to budget approval by the City Council.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

5. SUBMITTING BILLS AND MAKING PAYMENTS

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(CONTRACTOR)
Attn: (City's contact person's name)	Attn: (Contractor's contact person's name)
Address: 13125 SW Hall Blvd. Tigard, Oregon 97223	Address: (Contractor's mailing address)
Phone: (503) (Project Mgr's phone #)	Phone: (Project Mgr's phone #)
Fax: (Project Mgr's fax #)	Fax: (Project Mgr's fax #)
Email: (Contact email)@tigard-or.gov	Email: (Contact email)

6. TERMINATION

The parties agree that any decision by either party to terminate this Agreement before (day) of (month), (year) shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

7. **ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

8. **FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

9. **NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

10. **INDEMNITY**

Contractor agrees to and shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, costs, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees in performance of this contract, except, however, that the foregoing shall not apply to liability that arises out of the City's, its officers, employees, agents and representatives sole negligence. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this indemnification.

11. **INSURANCE**

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	3,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor’s expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

If Contractor uses a personally-owned vehicle for business use under this contract, the Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Workers’ Compensation Insurance

The contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers’ compensation coverage. All non-exempt employers shall provide Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

D. Additional Insured Provision

All policies aforementioned, other than Workers’ Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this contract.

E. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Self-Insurance

The City understands that some Contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If the Contractor is self-insured for commercial general liability or automobile liability insurance the Contractor must provide evidence of such self-insurance. The Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

G. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

H. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

I. Primary Coverage Clarification

The parties agree that Contractor’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

J. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
13125 SW Hall Blvd.
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

12. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

13. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A, 279B, and 279C, the provisions of which are hereby made a part of this agreement.

14. CITY OF TIGARD BUSINESS LICENSE

Contractor shall obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee though the end of the calendar year.

15. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

16. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

17. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

Awarded by Tigard’s Local Contract Review Board at their _____ meeting.

CITY OF TIGARD

(CONTRACTOR)

By: Authorized City Representative

By: Authorized Contractor Representative

Date

Date

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
CONTRACTOR'S PROPOSAL