

## CITY OF PORT ORCHARD REQUEST FOR PROPOSALS – UTILITY BILL PRINT, INSERT, AND MAIL SERVICES

## PROPOSAL RESPONSE CERTIFICATION

\_\_\_\_\_  
DATE

The undersigned, as proposer, declares that they have read the Request for Proposals and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been received and were examined as part of the RFP document.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone / Fax Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
State of Incorporation

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) \_\_\_\_\_

Women Owned Business Enterprise (WBE) \_\_\_\_\_

Small Business Enterprise (SBE) \_\_\_\_\_

Veteran Business Enterprise (VBE) \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

*Business Classification Type is used for tracking purposes, not as criteria for award.*

CITY OF PORT ORCHARD REQUEST FOR PROPOSALS  
 UTILITY BILL PRINT, INSERT, AND MAIL SERVICES

\_\_\_\_\_  
 DATE

		<u>UNIT PRICE</u>	<u>MONTHLY PRICE</u>
Monthly Volume	per unit price	\$ _____	\$ _____

Submit pricing on the basis of a volume of 2,600 bills per month and specifications listed in detail in the RFP, including a statement (perforated) on 8.5 x 11 white paper, multicolor print on front, single color on back. Including a No. 10 custom printed single window envelope and No. 9 single window return envelope. Price will also include laser imaging, processing, CASS/PAVE Certification, folding, logic inserting, metering and delivery to USPS.

	<u>UNIT PRICE</u>	<u>MONTHLY PRICE</u>
<b>Other Fees and Charges</b>		
Postage price per unit	\$ _____	\$ _____
One-time programming/setup charge	\$ _____	\$ _____
Programming Changes per hour	\$ _____	\$ _____
<b>Inserts</b>		
Client Supplied Inserts	\$ _____	\$ _____
Vendor Supplied Inserts		
One sided, 1/3 page, print, insert	\$ _____	\$ _____
One sided, print, fold, insert	\$ _____	\$ _____
Two sided, print, fold, insert	\$ _____	\$ _____

Please itemize all other applicable charges

## CITY OF PORT ORCHARD REQUEST FOR PROPOSALS – UTILITY BILL PRINT, INSERT, AND MAIL SERVICES

## CLIENT REFERENCES

**Client Reference #1**

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Does the client currently use Tyler Incode 10 software?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Client Reference #2**

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Does the client currently use Tyler Incode 10 software?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Client Reference #3**

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Does the client currently use Tyler Incode 10 software?	<input type="checkbox"/> Yes <input type="checkbox"/> No



CITY OF PORT ORCHARD  
 216 Prospect Street  
 Port Orchard, WA 98366  
 (360) 876-5139  
 www.cityofportorchard.us



1\*1\*\*G50\*\*0.548\*\*1/2\*\*\*\*\*AUTOALL FOR AADC 990

NAME  
 ADDRESS

CITY STATE ZIP



Account Number	AMOUNT DUE
00-000-00	\$0.00
Due Date	Penalty Date
x/x/2021	x/x/2021
Service Period	
x/x/2021 to x/x2021	
Service Address	
111 Service Address	

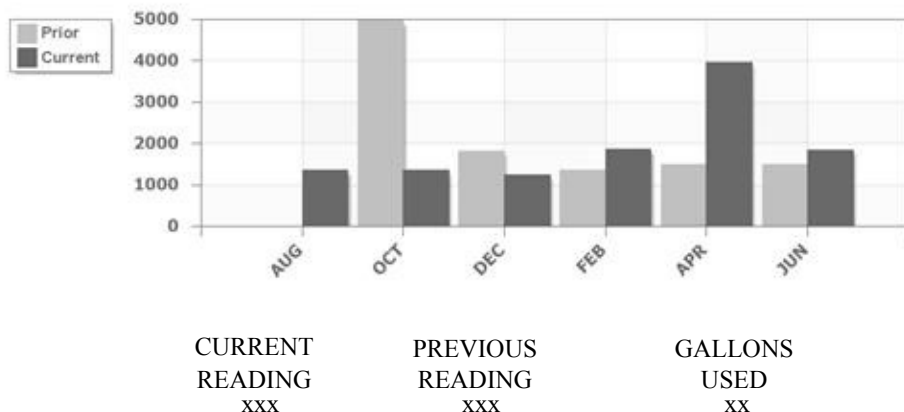
Payments are delinquent 25 days from the due date.  
 To enroll in automatic payments, complete reverse side.



CITY OF PORT ORCHARD  
 216 Prospect Street  
 Port Orchard, WA 98366-5326

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name			Service Address		Account Number
CUSTOMER NAME			111 Service Address		00-0000-00
Status	Read Dates		Bill Date	Penalty Date	Due Date
	From	To			
Active	x/x/2021	x/x2021	x/x/2021	x/x/2021	x/x/2021



PREVIOUS BALANCE	\$0.00
PAYMENTS	(\$0.00)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>
Water Service	0.00
Sewer Service	0.00
Storm Drainage	0.00
<b>CURRENT BILL</b>	<b>\$0.00</b>
<b>AMOUNT DUE</b>	<b>\$0.00</b>

CURRENT READING xxx      PREVIOUS READING xxx      GALLONS USED xx

**On 7/31/2021, unless otherwise extended, late fees and penalties will resume on any outstanding balances.**

**COVID-19 Utility Customer Support Program**

Governor Inslee has issued Proclamation 20-23, pertaining to Utility Ratepayer Assistance and Preservation of Essential Services. The City of Port Orchard is committed to keeping our customers connected to essential services during the COVID-19 pandemic emergency. If you are experiencing hardship as a result of the COVID-19 pandemic, you may be eligible for support, including long-term payment arrangements or bill assistance. This Proclamation does not relieve customers from the obligation to pay for utility services. To apply please go to the city's website and click the link for COVID-19 Utility Support Program. There you will find the Governor's proclamation, utility billing assistance information and resources.

To view the City and McCormick Woods water quality reports, please visit our website at [www.cityofportorchard.us](http://www.cityofportorchard.us).

The amount billed includes a tax of 5% calculated on the gross revenue of the provided utilities and/or assessments.



## Automatic Payment Enrollment & Authorization Statement

I (we) hereby authorize the City of Port Orchard to automatically withdraw from my (our) account listed below, the total amount due as stated on my (our) bi-monthly billing statement for all charges at this service address. The withdrawals shall be made from my (our) account approximately ten (10) days after the billing date.

This authorization is to remain in effect until the City has received written notification from me (us) of termination. I (we) am aware of my (our) right to stop payment of withdrawal by notifying the City up to fourteen (14) business days before the withdrawal date.

**Please include current payment due with this enrollment form.**

_____ Bank Name	_____ Bank ABA/Routing Number	_____ Checking/ Savings Account Number
_____ Utility Customer Name (Please Print)	_____ Utility Customer Signature	_____ Phone Number
	Check One: <input type="checkbox"/> Checking	<input type="checkbox"/> Savings
	Select Account Type: <input type="checkbox"/> Personal	<input type="checkbox"/> Commercial

### Ways To Pay Your Bill:

**Online:** *Save a stamp! Receive, view, and pay your bill online.*  
Go to <https://www.municipalonlinepayments.com/portorchardwa>



**MyCivic Mobile App:**  
Download our iOS or Android app – MyCivic Utilities



**Automatic Payments:** Automatically pay your bill each month by having City of Port Orchard withdraw your pre-authorized payment from your financial institution on the 10<sup>th</sup> of the month due. Complete the form above to enroll.

**By Phone:** Using your credit card or debit card by calling (877) 822-8415.

**By Mail:** Mail your payment along with your bill stub to:  
City of Port Orchard  
216 Prospect St  
Port Orchard, WA 98366  
Please pay by check or money order made payable to "City of Port Orchard". Be sure to allow time for mailing to ensure your payment is received by the due date.

### Billing Information

**Meters** - Water meters are read in gallons and billed bi-monthly.

**Due date** - This bill is due and payable upon receipt. The current charges on this bill become past due 25 days from due date. A 10% penalty will apply on unpaid balances.

**Returned payment** - Payments that are dishonored by the bank will incur a returned payment fee.

**Delinquent accounts** - If the delinquent water and/or sewer charges remain unpaid over a period of 30 days after the due and payable date, service will be discontinued by turn-off. Service will not resume thereafter until the delinquent charges and penalties, together with a turn-off fee, have been paid in full. The City Finance Director is directed to prepare and file a lien against any property where fees remain unpaid for four months as provided in the City Municipal Code.

**Business hours and emergencies** - Contact the Utility Billing department from 8:00 AM to 4:30 PM, Monday through Friday, at (360) 876-5139. **For after-hours emergencies** please dial 9-1-1. An after-hours fee may apply if a service person is dispatched.

**Property owners are responsible** - Per Council Resolution No. 1237, all Water/Sewer/Storm bills must be sent to the property owner. The City does allow the tenant the option to enroll on-line for electronic statements or request a duplicate statement by phone or email. All balances will remain with the property and the owner.

**Billing Service inquiries** - If you think your billing is incorrect, or suspect that you may have a leak, please call our billing office for assistance at (360) 876-5139. Our email address is [utilitybilling@cityofportorchard.us](mailto:utilitybilling@cityofportorchard.us). All disputes must be submitted in writing to the Utility Billing Office, 216 Prospect St., Port Orchard, WA 98366.

**Adjustments** - The sum of any account adjustments made within the current billing cycle, including but not limited to, penalties, final notice fees, shut-off fees, and other miscellaneous adjustments.

**Additional Billings** - The sum of any miscellaneous fees assessed since the previous bill date. Such as lien fees, escrow fees, administrative fees, and other applicable charges.

3-15-21\_v1

For water Conservation and water quality information, please visit our website at: [www.cityofportorchard.us](http://www.cityofportorchard.us)



CITY OF PORT ORCHARD  
 Attention: Utility Billing  
 216 Prospect Street  
 Port Orchard, WA 98366  
 (360) 876-5139

Account Number	Amount Due
0x-xxx-00	\$x.xx
Due Date	Disconnect Date
x/x/2021	
Service Address	
111 Service Address	



1\*1\*\*G48\*\*0.548\*\*1/1\*\*\*\*\*SNGLP  
 name  
 address  
 city state zip



There will be a \$30.00 charge on all returned checks.



CITY OF PORT ORCHARD  
 216 Prospect Street  
 Port Orchard, WA 98366-5326

Please return this portion with your payment. When paying in person, please bring both portions of this bill.

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address		Account Number
Name		111 Service Address		0x-xxxx-00
Notice Date	Due Date	Past Due Amount	Penalty Amount	Amount Due
x/x/2021	x/x/2021	\$0.00	\$0.00	\$0.00

## DELINQUENT NOTICE

If you have water or sewer service, it may be interrupted due to non-payment. Should service be interrupted, payment of all past due charges will be required to re-establish service. Balances over 120 days will have a lien filed against the property on the 15th of the current month and applicable lien fees will apply.

Ways to pay your bill: Online at [www.cityofportorchard.us](http://www.cityofportorchard.us), through our automated service by dialing (877) 822-8415, the MyCivic Utilities app, or at City Hall Monday - Friday 8:00 am - 4:30 pm.

**PER GOVERNOR INSLEE'S PROCLAMATION 20-23, PENALTY & WATER SHUT OFF PROCEDURES WILL COMMENCE EFFECTIVE October 1, 2021 UNLESS OTHERWISE EXTENDED.**

**What this means to you: Effective 10/1/2021, the city will begin charging penalties and water shut off procedures unless you have applied for a payment plan and it has been approved.**

If you are experiencing hardship as a result of the COVID-19 pandemic, you may be eligible for support, including long-term payment arrangements or billing assistance. This Proclamation does not relieve customers from the obligation to pay for utility services.

To apply for a payment plan, please go to the city's website and click the link for COVID-19 Utility Support Program. There you will find the Governor's proclamation, Application for payment plan and Bill assistance information and resources. Please submit a completed application via email at [utilitybilling@cityofportorchard.us](mailto:utilitybilling@cityofportorchard.us) or postal mail to physical address below.

City of Port Orchard  
 Utility Billing  
 216 Prospect Street  
 Port Orchard, WA 98366  
 (360) 876-5139



**NON-COLLUSION DECLARATION**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and agreed to the provisions of this declaration.

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

CITY OF PORT ORCHARD REQUEST FOR PROPOSALS - UTILITY BILL PRINT, INSERT, AND MAIL SERVICES

RED FLAG POLICY

Introduced by: City Treasurer  
Requested by: City Treasurer  
Drafted by: City Treasurer  
Introduced: April 28, 2009  
Adopted: April 28, 2009

RESOLUTION NO. 043-09

**A RESOLUTION OF THE CITY OF PORT ORCHARD,  
WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE  
FOR IDENTITY THEFT PREVENTION PROGRAM - RED FLAG  
RULE**

**WHEREAS**, the Fair and Accurate Credit Transactions Act of 2003, Pub. L. 108-159 (“Red Flags Rule”) requires certain financial institutions and creditors with “covered accounts’ to prepare, adopt and implement an identity theft prevention program to identify, detect, respond to and mitigate patterns, practices or specific activities which could indicate identity theft; and

**WHEREAS**, the City of Port Orchard operates water, sewer and storm drainage utilities and maintains certain continuing accounts with utility service customers and such accounts are “covered accounts’ within the meaning of the Red Flags Rule; and

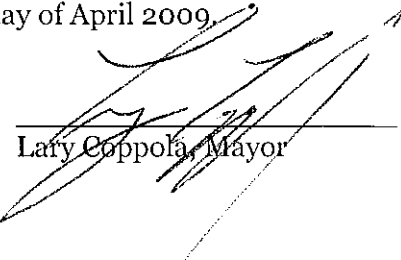
**WHEREAS**, the Port Orchard Municipal Court maintains continuing accounts which involve multiple payments or transactions and such accounts are “covered accounts” within the meaning of the Red Flags Rule; and

**WHEREAS**, in order to comply with the Red Flags Rule, City staff have prepared an Identity Theft Prevention Program to aid in the detection, prevention and mitigation of identity theft in connection with the opening of a covered account or an existing covered account; now therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD DOES HEREBY  
RESOLVE THE FOLLOWING:**

**THAT:** The Identity Theft Prevention Program attached as Exhibit A is hereby approved and adopted by the City Council of the City of Port Orchard and City staff are directed to implement the Program in accordance with its terms.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 28th day of April 2009.

  
\_\_\_\_\_  
Lary Coppola, Mayor

ATTEST:

  
\_\_\_\_\_  
Patricia J. Kirkpatrick, City Clerk



## **IDENTITY THEFT PREVENTION PROGRAM**

### **I. PROGRAM ADOPTION**

The City of Port Orchard has developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's Red Flags Rule ("Rule"), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with the oversight and approval of the City Council and the City Treasurer. After consideration of the size and complexity of the City's operations and account systems, and the nature and scope of the City's activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program by the adoption of Resolution No. 043-09 on the 28th day of April, 2009.

### **II. PROGRAM PURPOSE AND DEFINITIONS**

#### **A. Fulfilling requirements of the Red Flags Rule**

Under the Red Flags Rule, every financial institution and creditor is required to establish an Identity Theft Prevention Program tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags as defined in the Rule and this Program for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft; and
4. Update the Program periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft.

#### **B. Red Flags Rule definitions used in this Program**

For the purposes of this Program, the following definitions apply:

1. Account. "Account" means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.
2. Covered Account. A "covered account" means:
  - a. Any account the City of Port Orchard offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
  - b. Any other account the City of Port Orchard offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City of Port Orchard from identity theft.

3. Creditor. "Creditor" has the same meaning as defined in Section 702 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City of Port Orchard.
4. Customer. A "customer" means a person or business entity that has a covered account with the City of Port Orchard.
5. Financial Institution. "Financial Institution" means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a "transaction account" belonging to a customer.
6. Identifying Information. "Identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number or unique electronic identification number.
7. Identity Theft. "Identity Theft" means fraud committed using the identifying information of another person.
8. Program Administrator. The Program Administrator will be the City Treasurer.
9. Red Flag. A "Red Flag" means a pattern, practice, or specific activity that indicates the possible existence of identity theft.
10. Service Provider. "Service Provider" means a person or business entity that provides a service directly to the City of Port Orchard relating to or connection with a covered account.

### **III. IDENTIFICATION OF RED FLAGS.**

In order to identify relevant Red Flags, the City of Port Orchard shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with identity theft. The City of Port Orchard identifies the following Red Flags, in each of the listed categories:

#### **A. Suspicious Documents**

##### **Red Flags**

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;

3. Other documents with information that is not consistent with existing customer information (such as a person's signature on a check appears forged); and
4. Application for service that appears to have been altered or forged.

**B. Suspicious Personal Identifying Information**

**Red Flags**

1. Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver's license);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. An address or phone number presented that is the same as that of another person;
6. Failing to provide complete personal identifying information on an application when reminded to do so; and
7. Identifying information which is not consistent with the information that is on file for the customer.

**C. Suspicious Account Activity or Unusual Use of Account**

**Red Flags**

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (such as very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable;
5. Notice to the City of Port Orchard that a customer is not receiving mail sent by the City of Port Orchard;
6. Notice to the City of Port Orchard that an account has unauthorized activity;
7. Breach in the City of Port Orchard's computer system security; and
8. Unauthorized access to or use of customer account information.

**D. Alerts from Others**

**Red Flag**

1. Notice to the City of Port Orchard from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

#### **IV. DETECTING RED FLAGS.**

##### **A. New Accounts**

In order to detect any of the Red Flags identified above associated with the opening of a **new account**, City of Port Orchard personnel will take the following steps to obtain and verify the identity of the person opening the account:

##### **Detect Red Flags**

1. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
2. Verify the customer's identity (for instance, review a driver's license or other identification card);
3. Review documentation showing the existence of a business entity; and
4. Independently contact the customer.

##### **B. Existing Accounts**

In order to detect any of the Red Flags identified above for an **existing account**, City of Port Orchard personnel will take the following steps to monitor transactions with an account:

##### **Detect Red Flags**

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email); and
2. Verify the validity of requests to change billing addresses.

#### **V. PREVENTING AND MITIGATING IDENTITY THEFT**

In the event City of Port Orchard personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

##### **Prevent and Mitigate Identity Theft**

1. Monitor a covered account for evidence of identity theft;
2. Contact the customer with the covered account;
3. Change any passwords or other security codes and devices that permit access to a covered account;
4. Not open a new covered account;
5. Close an existing covered account;
6. Reopen a covered account with a new number;
7. Notify the Program Administrator for determination of the appropriate step(s) to take;
8. Notify law enforcement; or

9. Determine that no response is warranted under the particular circumstances.

### **Protect Customer Identifying Information**

In order to further prevent the likelihood of identity theft occurring with respect to City of Port Orchard accounts, the City of Port Orchard shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Secure the City of Port Orchard website but provide clear notice that the website is not secure;
2. Undertake complete and secure destruction of paper documents and computer files containing customer information;
3. Make office computers password protected and provide that computer screens lock after a set period of time;
4. Keep offices clear of papers containing customer identifying information;
5. Maintain computer virus protection up to date; and
6. Require and keep only the kinds of customer information that are necessary for City of Port Orchard purposes.

## **VI. PROGRAM UPDATES**

The Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the City of Port Orchard from identity theft. The Program Administrator shall at least annually consider the City of Port Orchard's experiences with identity theft, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the City of Port Orchard maintains and changes in the City of Port Orchard's business arrangements with other entities and service providers. After considering these factors, the Program Administrator shall determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator shall present recommended changes to the City Council for review and consideration.

## **VII. PROGRAM ADMINISTRATION.**

### **A. Oversight**

The City Treasurer shall be responsible for developing, implementing and updating the Program.

The City Treasurer shall be responsible for the Program administration, for appropriate training of City of Port Orchard staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

### **B. Staff Training and Reports**

City of Port Orchard staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

### **C. Service Provider Arrangements**

In the event the City of Port Orchard engages a service provider to perform an activity in connection with one or more covered accounts, the City of Port Orchard shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

1. Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform its activities with respect to City of Port Orchard covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Program Administrator relative to the Program; or
2. Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform its activities with respect to City of Port Orchard covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City of Port Orchard in writing if the service provider in connection with a City of Port Orchard covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that the service provider detects in connection with a covered account.

### **D. Customer Identifying Information and Public Disclosure**

The identifying information of City of Port Orchard customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City of Port Orchard's specific practices to identify, detect, prevent and mitigate identify theft may compromise the effectiveness of such practices and hereby directs that, under the Program, knowledge of such specific practices shall be limited to the Program Administrator, and those City of Port Orchard employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the “CITY”)  
216 Prospect Street  
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and \_\_\_\_\_, a corporation, organized under the laws of the State of Washington, doing business at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter the “CONSULTANT”)

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

for professional services in connection with the following Project:

Utility Bill Print, Insert, and Mailing Services

**TERMS AND CONDITIONS**

**1. Services by Consultant.**

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "\_\_\_\_\_" The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely in accordance with professional standards of conduct and performance for Consultant’s profession.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**2. Schedule of Work.**

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit “\_\_\_\_\_” and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on \_\_\_\_\_ (“Commencement Date”) and shall terminate \_\_\_\_\_ unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company’s services.**

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ \_\_\_\_\_.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ \_\_\_\_\_ without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”

TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”

OTHER. \_\_\_\_\_

5. **Payment.**

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

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City of Port Orchard and \_\_\_\_\_  
Professional Service Agreement Contract No. \_\_\_\_\_



A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **8. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services under this Agreement shall be at the City's risk.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such

information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise. The Consultant is permitted to disclose any such information only to the extent required by law, subpoena or other court order.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

**13. Insurance.** The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional

insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

#### D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**14. Assigning or Subcontracting.** The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu  
Mayor  
216 Prospect Street  
Port Orchard, WA 98366

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: 360.876.4407  
Fax: 360.895.9029

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision’s true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor’s determination in a reasonable time, or if the Consultant does not agree with the Mayor’s decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys’ fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

## 18. Title VI

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

Therefore, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's

obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PORT ORCHARD,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Robert Putaansuu, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST/AUTHENTICATE:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Brandy Rinearson, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Charlotte A. Archer, City Attorney

## APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).