



**Department of Assessment and Taxation**

Tami Little, Assessor  
 Development Services Building  
 150 Beavercreek Rd Suite 135  
 Oregon City, OR 97045  
 503-655-8671

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of a Contract with The Master’s Touch LLC  
 for Tax Statement Printing, Mailing and Electronic Delivery

<b>Purpose/Outcomes</b>	Provides Tax Statement Printing/Mailing and provides an Electronic Tax Statement option to Clackamas County Taxpayers
<b>Dollar Amount and Fiscal Impact</b>	Estimated Contract value of initial term is <b>\$707,300</b> through June 30, 2027
<b>Funding Source</b>	County General Funds.
<b>Duration</b>	This contract shall be in effect through June 30, 2027 with an option to extend for one additional 5 year term
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust through Good Government.
<b>Counsel Review</b>	5/26/22 AN
<b>Procurement Review</b>	Was this item reviewed by Procurement? Yes
<b>Contact Person</b>	Tami Little, Assessor – 503-655-8671
<b>Agreement No.</b>	5444

**BACKGROUND:**

Per ORS 311.250 Oregon counties, including Clackamas County, are required to deliver tax statements to property owners each year. Prior to 2010, we printed and mailed tax statements in house. Beginning in 2010, we entered into an IGA to have our tax statements (approx. 170,000) printed and mailed by the State of Oregon, Department of Administrative Services (DAS) in Salem. DAS also has printed our yearly Tax Insert, which is included in every envelope and helps explain the tax statement and provides other useful information. In 2020, DAS stopped providing the service of printing our property tax insert. DAS has limited printing services and only provides delivery options through USPS. They do not have the ability to deliver statements electronically, manage customer options, and meet the demands of our customers. Through a formal RFP process, we found a vendor that meets our strategic result of customers being able to conduct business online as evidenced by having the option to receive tax statements electronically and manage their account online.

The Assessment & Taxation Department requests the approval of a contract with The Masters Touch to provide tax statement printing/mailing and to provide a platform for taxpayers to receive their property tax bill electronically.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on January 13, 2022 Through RFP 2021-55. Proposals were publicly opened on February 16, 2022. The County received five (5) Proposals in response to the RFP. After review of the Proposals, contracting with The Master's Touch LLC. was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2021-55.

**RECOMMENDATION:**

Staff recommends approval of this Contract.  
Respectfully submitted,

A handwritten signature in black ink that reads "Tami Little". The signature is written in a cursive, flowing style.

Tami Little



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #5444**

This Personal Services Contract (this “Contract”) is entered into between **The Master’s Touch, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the **Assessment and Taxation Department**.

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2027 (the “initial term”)**. This Contract may be renewed for one (1) additional 5-year term by execution of an amendment on terms acceptable to both parties.

**2. Scope of Work.** Contractor shall provide the following personal services: Tax Statement Printing, Mailing and Electronic Delivery (“Work”), further described Clackamas County RFP 2021-55 attached hereto as **Exhibit A**, Contractor’s Proposal, attached hereto as **Exhibit B**, each of which is incorporated by this reference herein.

**Consideration.** The County agrees to pay Contractor, from available and authorized funds, a total not to exceed **Seven-Hundred Seven Thousand Three Hundred Dollars (\$707,300)**, for accomplishing the Work required by this Contract during the initial term. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.

The rates set forth in Exhibit C include estimated postage costs, which are subject to change due to factors outside of Contractor’s control. **Between March 1 and May 30** of each year of the initial term of the Contract, Contractor will provide County an updated Exhibit C which reflects the then-current postage rates and/or paper costs. All other rates will remain the same during the initial term of the Contract. In the event the rates in the updated Exhibit C would cause the consideration for the Work to exceed the \$707,300 not-to-exceed amount set forth above, County may either (1) amend this Contract to pay for the increased rates in the updated Exhibit C; or (2) terminate the Contract.

**3. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: [kathybow@clackamas.us](mailto:kathybow@clackamas.us)

**4. Travel and Other Expense.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference

and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

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

Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit B are void.

6. **Contractor and County Contacts.**

Contractor Administrator: Jim Cote Phone: 1800-301-1347 Email: <a href="mailto:master@themasterstouch.com">master@themasterstouch.com</a>	County Administrator: Tami Little Phone: 503-655-8302 Email: <a href="mailto:tamilit@clackamas.us">tamilit@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of

Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

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

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

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
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The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and ((E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20,

21, 25, 27, 28, and 30 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

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

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

**20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

**21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to

give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential



Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

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

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

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

**29. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

**30. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

The Masters Touch, LLC

Clackamas County

  
 \_\_\_\_\_  
 Authorized Signature

5/26/2022  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Chair Date

Jim Cote' President

\_\_\_\_\_  
 Name / Title (Printed)

\_\_\_\_\_  
 Recording Secretary

602 205 420  
 \_\_\_\_\_  
 State of WA Business Registry #

APPROVED AS TO FORM  
 Digitally signed by Andrew Naylor  
 Andrew Naylor  
 Date: 2022.05.31 13:44:05 -07'00'

LLC/WA  
 \_\_\_\_\_  
 Entity Type / State of Formation

\_\_\_\_\_  
 County Counsel Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
RFP 2021-55**



**REQUEST FOR PROPOSALS #2021-55**

**FOR**

**Tax Statement Printing, Mailing and Electronic Delivery**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARK SHULL, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Thomas Candelario**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** February 16, 2022

**TIME:** 2:00 PM, Pacific Time

**PLACE:** [Procurement@clackamas.us](mailto:Procurement@clackamas.us)

## SCHEDULE

Request for Proposals Issued.....	January 13, 2022
Protest of Specifications Deadline.....	January 19, 2022, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 26, 2022, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 16, 2022, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	March 2022

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 16, 2022** (“Closing”), to provide **Tax Statement Printing, Mailing and Electronic Delivery**. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in March 2022.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsso/view/login/login.xhtml>, Document No. S-C01010-00001747. Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

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

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

## SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

County will consider any protests received and:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide **Tax Statement Printing/Mailing and provide an Electronic Tax Statement option** to Clackamas County Taxpayers.

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

### **3.2 BACKGROUND**

Per ORS 311.250 Oregon counties, including Clackamas County, are required to deliver tax statements to property owners each year. Prior to 2010, we printed and mailed tax statements in house. Beginning in 2010, we entered into an IGA to have our tax statements (approx. 170,000) printed and mailed by the State of Oregon, Department of Administrative Services (DAS) in Salem. DAS also has printed our yearly Tax Insert, which is included in every envelope and helps explain the tax statement and provides other useful information. In 2020, DAS stopped providing the service of printing our property tax insert. DAS has limited printing services and only provides delivery options through USPS. They do not have the ability to deliver statements electronically, manage customer options, and meet the demands of our customers. We are seeking a vendor that provides additional services to meet our strategic result of customers will be able to conduct business online as evidenced by having the option to receive tax statements electronically and manage their account online.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

##### **Tax Statement Printing/Mailing (Approximately 170,000)**

- Validate addresses and report defective address to the county
- Identify and report to county and taxpayers identified as moved
- Presort parcels to print in USPS approved presort order
- Print tax statements in color, front/back, and on 8 ½ x 11 paper
- Print property tax insert in color, front/back, and on 8 ½ x 14 paper
- Fold and insert tax statement and property tax insert into #10 envelope
- Add one #9 return envelope, with exceptions
- Group identical name and-address, city, state, zip code statements into common envelope, either #10 or 9 x 12 based on thickness
- Seal and perform final quality check
- Deliver to the USPS Sectional Center Facility within 7 – 10 days of final proof approvals

##### **Electronic Tax Statement Delivery**

- Provide property owners with paperless tax statement option
- Manage electronic tax statement registrations, email addresses, and delivery options
- Online Presentment of PDF statement - a replica of what is mailed (via USPS or email)
- E-mail notification to owner that statement is ready for viewing
- One Code Authentication for multiple parcels when name and address are identical between two

- or more parcels
- Secure access for customers to access an online viewing platform/site
- Every statement uploaded to an online viewing site; whether registered or not
- Ownership Change process
- Online Reports – detailing registrations, who accessed, when, etc.
- Email generation can be initiated by the County to email blast those who have signed up – i.e. Payment reminders, appeal deadlines!
- PDF's of exact statements mailed will be uploaded to viewing platform/site within five workdays after final PDF proof approval.

**3.3.2. Work Schedule:**

Ability to implement and mail/email statements before our statutory deadline on October 25.

Ability to mail/email our second and third trimester statements at the end of January and the end of April by an agreed upon date, which fluctuates slightly year to year.

Vendor to supply a detailed work schedule detailing proposed milestones during development and implementation.

**3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2023**, with the option to renew year to year thereafter for a maximum of 10 years, subject to the mutual agreement of the parties.

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

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

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

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

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

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

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

**SECTION 4  
EVALUATION PROCEDURE**

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

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

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

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

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

**SECTION 5  
PROPOSAL CONTENTS**

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

**5.1.1.** Complete Proposals must be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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

**5.1.4.** Proposal may not exceed a total of **25 pages** (single-sided), inclusive of all exhibits, attachments or other information.

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

**5.2. Proposer’s General Background and Qualifications:**

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm’s ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

**5.3. Scope of Work**

- Please describe the work flow of your tax statement printing process
- Please describe the work flow of your electronic tax statement platform and process including distribution

**5.4. Fees**

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. If time and material basis – Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

Be sure to include all estimated postage and mailing costs.

**5.5. References**

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

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

**PROPOSAL CERTIFICATION**  
**RFP #2021-55**

Submitted by: \_\_\_\_\_  
**(Must be entity's full legal name, and State of Formation)**

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

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

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

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

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

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_



**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



**CLACKAMAS**  
C O U N T Y

Clackamas  
County

**RFP#2021-55**

**Tax Statement Printing,  
Mailing, and Electronic  
Delivery**

Contact: Jim Coté  
(800) 301-1347

[masters@themastertouch.com](mailto:masters@themastertouch.com)



# THE MASTER'S TOUCH, LLC

(800) 301-1347  
masters@themastertouch.com  
1405 N Ash Street, Spokane, WA, 99201  
Tax ID: 14-1867056



Spokane, Washington

## GENERAL BACKGROUND & QUALIFICATIONS

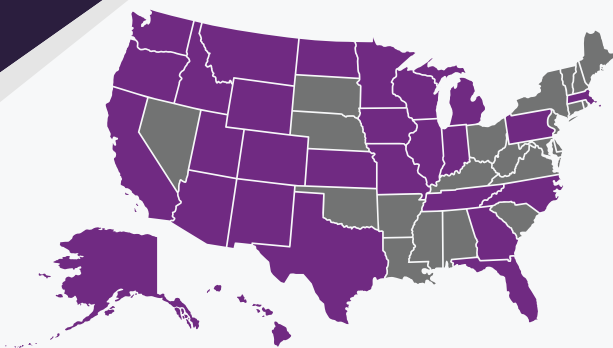
- *Over 25 years of experience in providing similar types of services*
- *All work and services performed in-house, with no subcontracting*

[www.THEMASTERSTOUCH.com](http://www.THEMASTERSTOUCH.com)

*“Our mission is to provide complete print and mail solutions that minimize costs and maximize efficiencies in order to provide highly effective mailings with 100 percent accuracy and unsurpassed turnaround times. We will be driven by our passion to not just meet customer expectations, but to exceed them wherever possible.”*

## Our Company

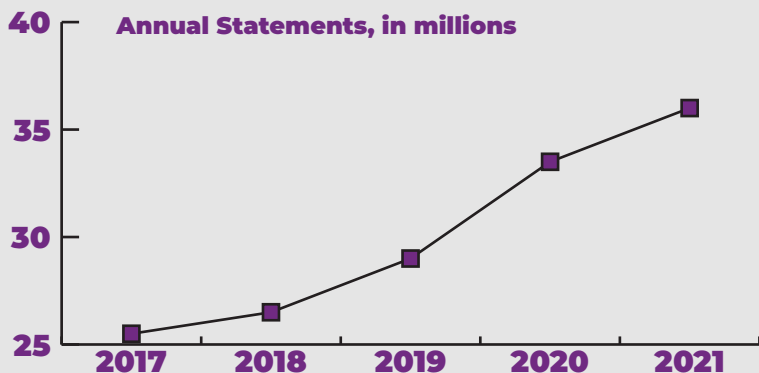
The Master's Touch, LLC has been providing reliable, accurate, and easy to use print and mail services for our customers for over 25 years. What started in 1994 as a small-scale, envelope-stuffing operation in the spare room of our founder's family home has seen us grow into one of the leading mail service providers in the country, complete with twin production facilities in Spokane, Washington and Tempe, Arizona, along with sales offices in Kaneohe, Hawaii and Des Moines, Iowa. We are excited to prove to you why we're the best fit for your printing and mailing needs.



TMT clients include over 700 private and public organizations, including government agencies and municipalities, in 29 states across the country, spanning every time zone.

# TMT Mail Volume and Capacity

TMT mail volume has grown every year but one in our 25 year history. In 2021, TMT produced over 36 million statements and we expect to eclipse that number once again this year. Our bread and butter is printing and mailing statements for municipal and government entities, which makes up some 85% of our annual workload.



## COMPANY RESUME

<b>1994</b> TMT Founded	<b>2013</b> TMT Launches eNotices	<b>2016</b> Tempe Facility Opens	<b>2018</b> TMT becomes a White Paper Factory Facility	<b>2021</b> TMT begins manufacturing envelopes
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TMT's twin production facility in Tempe, Arizona

**01** Despite TMT's steady growth, we remain committed to ensuring the needs of our current customers are never compromised.

**02** Each of TMT's state of the art production facilities can print 240,000 statements per eight-hour shift, for a total of 480,000 per shift between the two locations.

**03** Currently, TMT prints and mails an average of 75,000 statements per day per facility, which means we can comfortably add volume for Clackamas County while still allowing for continued growth.



## TMT AT A GLANCE

### Feature

- USPS Full-Service and Seamless Certified ✓
- 17 Mail Design Professionals On Staff ✓
- Electronic Statements (eNotices) ✓
- Full-Color Printing at No Extra Cost ✓
- Statement Redesign Services ✓
- IMb Trace, CASS, NCOA, ACS, and more! ✓
- On-Demand Print / White Paper Factory ✓
- Second Mile Customer Service ✓

## No Subcontractors

TMT mailings involve no subcontracting, so the coordination of your project is seamless and without interruptions or delays. TMT's completely self-contained services include graphic design, high-level data processing, envelope printing and manufacturing at 250,000 per day, on-demand print of both static and variable data in color at 800,000 bills per day, mail preparation utilizing the latest 2d barcode technology, electronic statements, and PDF fillable forms. All work is performed by TMT employees, with no outsourcing of any part of the work. This is a key reason how and why we can guarantee our mail dates and never miss.



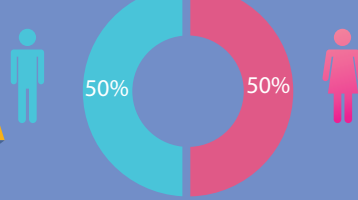
**THE  
MASTER'S  
TOUCH, LLC**

(800) 301-1347  
masters@themastertouch.com  
1405 N Ash Street, Spokane, WA, 99201  
Tax ID: 14-1867056

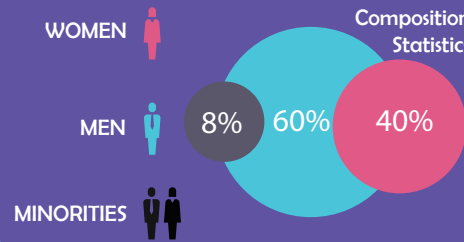


## TEAM ARRANGEMENT

TMT's Ownership Board Composition



TMT's Workforce Composition Statistics



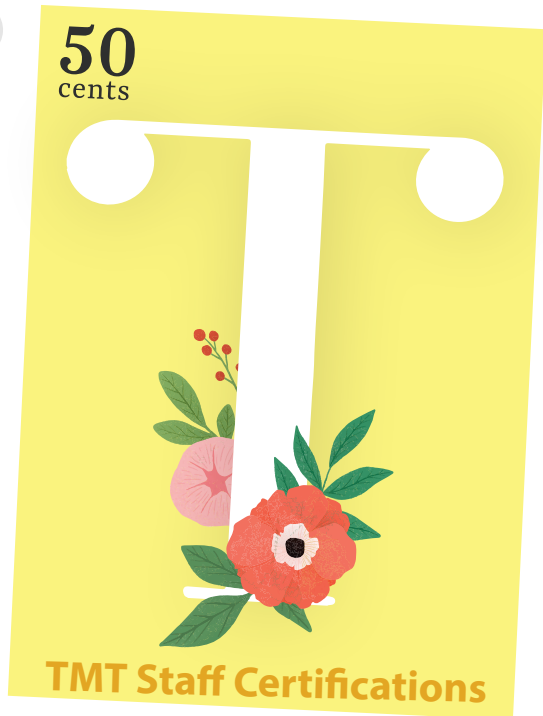
- *TMT has 17 Mail Design Professionals (MDP) on staff*
- *All responses to customer inquiries will be made within four business hours*

[www.themastertouch.com](http://www.themastertouch.com)

## Our Team

TMT's knowledgeable staff of over 40 IT professionals, graphic designers, Mission Managers, and production crew have been carefully selected from the highest quality candidates available in our market. Each of TMT's staff brings unique perspectives and experiences, but all are united by broad industry experience and Second Mile attitude to create the most successful outcomes possible for you, our client.

Our staff undergoes constant training to ensure that they receive and retain all of the information required to excel at their jobs. Our Mission Managers and IT Team have over 200 years of experience between them and are experts on all of the current regulations in the ever-shifting print and mail sphere. This experience and expertise is backed up by our Executive Mail Center Management (EMCM) and Mail Design Professional (MDP) certifications.



## USPS Certified Executive Mail Center Management (EMCM)

The USPS offers the Executive Mail Center (EMCM) certification to recognize a mail professional who offers knowledge to increase productivity, reduce costs, and improve safety and security while managing mailing operations. Individuals earn this certification by attending an in-depth training program at the USPS education center in Norman, Oklahoma. TMT's president, Jim Coté, and Tempe production manager, Greg Gallagher, have completed this coveted USPS certification and employ the concepts learned in this course to ensure quality and timely mail at the lowest prices.

## USPS Certified Mail Design Professional (MDP)

Mail Design Professionals, or MDPs, are a critical component of compliance with the USPS Domestic Mail Manual (DMM). This USPS-conferred certification earned by mail service professionals shows expertise with mail preparation and design in compliance with the DMM.

Compliance with DMM standards ensures maximum postage savings and expedited delivery through the USPS system. Small errors and less than thorough mail preparation can prevent mail pieces from delivering on time and reducing the postage discounts your mail may be entitled to.

The USPS offers a rigorous training school for those who wish to become skilled in USPS compliance and requirements. USPS certification requires successfully completing an in-depth training and successful test completion that includes material covering the requirements of a automation compatible piece vs. a machinable piece, barcode specifications, clearance requirements, address verification, and reflectance testing for machine readability, among other complex USPS concepts.

TMT is one of only a small number of mail service providers with certified Mail Design Professionals on staff. In fact, we employ 17 MDP's! TMT's MDPs, who are akin to postal clerks, are trained to inspect and verify each component of your mailing to ensure postal compliance at every step of the production process. TMT has more than one MDP on staff, because if you wish to qualify your mail for maximum postage discounts, you must comply with **all USPS requirements** outlined in their DMM governing mail piece design and automation processing. Deviation from any postal requirement can reduce postal discounts or incur penalties that could add significant cost to your mailing. MDP oversight helps to ensure accuracy in order to make sure your mail qualifies for the lowest postage rates and delivers to its intended destinations quickly and accurately.



## Jim Coté

President / Contract Manager

masters@themastertouch.com (800) 301-1347

Jim is the founder of TMT and offers 30 years of experience in the print and mailing industry. He will act as the designated coordinator for this contract and manage staff every step of the way, from file download to mailing. Jim has earned certifications from the USPS, including Executive Mail Center Manager (EMCM) and Mail Design Professional (MDP). He also holds certifications in address management and Intelligent Mail Barcode. As a well known, respected leader in the mailing industry, Jim is invited to speak on topics regarding ways to eliminate undeliverable mail, creative ways to enhance print and mail methods, paperless billing and proven methods to reduce your postage bill by 10 - 20%.



## Ven Artemov

Vice President, Information Systems

vena@themastertouch.com (800) 301-1347

Ven started with TMT in 2006 and, as a USPS-certified Mail Design Professional, offers a firm grasp of mailing requirements and data management. Ven will coordinate all graphics and data processing. Ven is adept at accommodating the preferences of our clients while still meeting postal requirements for discounts and effectively managing our technological resources. Ven is no stranger to hard work; when he received his Bachelor of Science in Electronics Engineering, he made the President's List for Outstanding Academic Achievement.

TMT's highly experienced personnel are a key reason for the company's continued success. TMT's Second Mile customer service values are upheld by the dedicated employees here who will always go above and beyond to exceed your expectations during every phase of your experience with us.

TMT will provide Clackamas County with one of our most experienced Mission Managers: Melanie Noblin, who is an expert on the specifications, quirks, and nuances of your type of mailings, so you can be assured that you will be in safe hands.

Furthermore, as an MDP-certified expert, she will continue to offer insights and her expertise to capture maximum postage discounts while avoiding common issues and obstacles. As the USPS offers new services, you can count on her to recommend those that may work well for Clackamas. Often, these new services will improve delivery times and lower postage costs, which is just another example of our Second Mile service in action.

All of TMT's phones are answered by a live person - no automated recordings - so immediate answers are always available right when you need them. TMT's policy is to respond to calls and emails as quickly as practical, but never longer than 4 hours after the receipt of your request.



## Pat Hulett

Vice President, Production

[path@themastertouch.com](mailto:path@themastertouch.com)

(800) 301-1347

Pat manages production once clients issue final approval of proofs. This includes printing, inserting, sorting, and all mail processing up to and including delivery to the USPS Sectional Center Facility for mailing. With over 20 years of experience in the industry, Pat is extremely conscientious in verifying all necessary elements to ensure mailings go out on time. Pat, along with every lead in his department, is a USPS certified Mail Design Professional. Pat prides himself on keeping his team working in a coordinated effort to process mail quickly while monitoring quality and ensuring 100% accuracy.



## Melanie Noblin

Senior Mission Manager

[melanien@themastertouch.com](mailto:melanien@themastertouch.com)

(800) 301-1347

Melanie will be the Mission Manager who will coordinate the design, proofing, and printing of your renewal notices. As a USPS-certified Mail Design Professional, Melanie strives to consistently improve customer satisfaction through effective project management, proactive problem solving, and successful resolutions. Melanie works closely on first-class mailing projects and is already recognized by many Oregon County Treasurers and Assessors for her exceptional customer service.

Fortunately, problems are rare, but when they do occur, you can count on prompt and complete resolution from our team. TMT's policy is that, when in doubt, the customer is right. If the fault lies with TMT, even if it is uncertain, you can expect us to cover the cost to fix it. The process for handling problems that may arise follows:

1. The issue is brought to the attention of the Mission Manager. Immediately, research into the matter will begin. The client can expect a call back right away on a serious issue or within 24 hours if the issue is not serious. The definition of serious, as always, rests with the County.

2. If the Mission Manager is unable to determine the reason for the issue and/or is unable to determine a solution, the issue will be brought to the attention of management. Again, problems are always resolved in the favor of the customer. Even in situations where the fault lies squarely with the customer, TMT will do everything possible to minimize consequences, including covering as much financial damage as practical. It is not uncommon for TMT to reproduce a mailing at a significant discount in order to help customers through an unforeseen and challenging situation.

At the end of the day, TMT values our relationships with our customers above all else and will do everything possible to meet and exceed your expectations.





# THE MASTER'S TOUCH, LLC

(800) 301-1347  
masters@themastertouch.com  
1405 N Ash Street, Spokane, WA, 99201  
Tax ID: 14-1867056



## SIMILAR PROJECTS, ABILITIES, AND WHY TMT

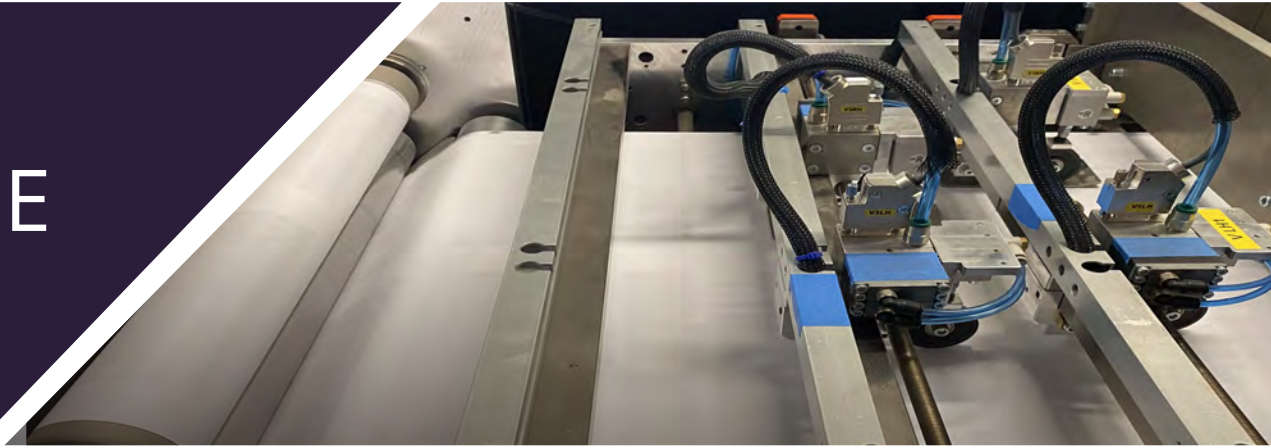
- *Over 50 million tax statements mailed since 2017*
- *Over 700 public sector clients currently printing and mailing with TMT*

[www.THEMASTERSTOUCH.com](http://www.THEMASTERSTOUCH.com)

### Experienced and Knowledgeable

Listing all previous projects that utilized the same or similar solutions completed in the past five years would take a long time, as TMT clients include over 700 treasurers and assessors in 29 states across the country, spanning every time zone. Our core business is printing and mailing statements for municipal and government entities, which makes up some 85% of our annual workload. Over the past 5 years, TMT has printed over 50 million real and personal property notices, just like Clackamas', for clients ranging in size from a few thousand to over a million statements and notices per year. And because 95% of TMT's mail is first class, as opposed to marketing mail, our processes and procedures are specifically tailored for clients like Clackamas County who require a knowledgeable, honest, and diligent printer who can efficiently and accurately print and mail confidential documents, even including those with the most sensitive data.

# WHY CHOOSE TMT?



## USPS FULL SERVICE AND SEAMLESS CERTIFIED

One of a small handful of mail service providers in the country that are USPS Full Service and Seamless certified, which ensures Clackamas County mail is being qualified for the lowest postage rates the USPS allows with delivery of that mail in the shortest number of days.



## ELECTRONIC STATEMENTS

Ability to provide statements electronically through our secure web-based eNotices portal. This opt-in system, which currently stores some 75 million statements for over 400,000 users across the country, allows County customer service officials access and provides automated email notifications to users, also allowing them to make payments online.



## WHITE PAPER FACTORY

No need to order preprinted stock or worry about expensive inventory or product spoilage thanks to our full-color, "White Paper Factory" variable printing capabilities. Now you can print only what is needed rather than preprinting an excess number of forms based upon projections of how many records may be in the final data file. You pay only for what you use!



## VARIABLE COLOR

State of the art technology that allows you to update the look and feel of your statements, including the ability to add more color to your logo, along with bolded headlines and colored variable data. With these changes, you can encourage your customers to take action by drawing their attention to critical information, in addition to simplifying document navigation, supporting your branding efforts, and strengthening the aesthetic appeal of your statements at no additional cost! **Even further, TMT is offering all graphics and data revisions required to fully utilize this new opportunity at no charge!**



## SECOND MILE CUSTOMER SERVICE

Our commitment to "Second Mile" customer service, which includes friendly, timely and personalized guidance from one of our dedicated USPS-certified Mail Design Professional (MDP) Mission Managers.

*What to look for in a*

# MAIL SERVICE PROVIDER (AND WHY IT MATTERS)



5342

"Many in the print and mail industry claim to offer the lowest prices (this does NOT include postage) and the quickest turnaround times. The truth is these claims can only be backed by the USPS certifications that vendor may have attained. Most vendors are not USPS certified full service or seamless, putting them at a distinct disadvantage to those who do have these qualifications. In addition, many do not offer the full breadth of USPS services that you may wish to take advantage of, like discounted certified mail, IMb tracking, AEC and ACS address update services. TMT offers these services and more!

## USPS Certified Full-Service Mail Services Provider

All print and mail vendors are either Basic Service providers or have been USPS certified as a Full Service provider. The latter is a USPS-conferred certification that proves a vendor is in compliance with all USPS procedures and requirements for CASS address validation, NCOA move update compliance, PAVE presort, IMb barcode, and Seamless Acceptance. These services are essential in order for your mail vendor to qualify your mail for the deepest automation discounts. Special services, such as IMb Trace and ACS allow a Full Service vendor to track your mail and provide address updates at no charge to you. As of December 2020, only 88 print and mail companies out of thousands operating nationally have been awarded this prestigious certification. TMT earned it in 2014. Do not misunderstand! Basic preparation *does not* qualify for the same rates! *Only* a "Full Service" provider can get you the very lowest postage, which can be as low as \$.423 per mail piece. This is why many "Basic" preparers do not provide clients with a copy of the USPS 3600 report that is required by the USPS for every first class mailing submitted. The 3600 report identifies the postage rates that each mail piece qualified for. Most mail service providers simply show a total postage due without a breakdown, allowing them to mask the true rates your mail qualified for. TMT provides a copy of the 3600 for each mailing!

# UNITED STATES POSTAL SERVICE

## SEAMLESS ACCEPTANCE

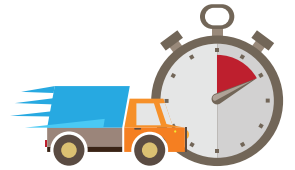
TMT also earned the USPS Seamless status in 2018 and is proud to be one of only a handful of mail service providers in the country who have received this prestigious USPS certification. To earn the right to be Seamless, a mail service provider must undergo extensive and rigorous mail preparation testing by official US Postal Service auditors. Every mailing presented over a three-month period is scrutinized and verified for proper mail piece preparation, mail piece counts, barcode and presort accuracy. The vendor must obtain a 99 percent error-free rate for 90 consecutive days in order to earn Seamless status. It is tough, but worth it.

Since near perfection is proven during Seamless testing, your mail is allowed to bypass the normal mandatory postal clerk verification and is, instead, inducted directly into USPS production lines. TMT's Seamless status provides you with assurance that your mail will always qualify for the lowest postage rates without penalties. Seamless certification is limited to vendors who first certify as a Full-Service mail service provider.

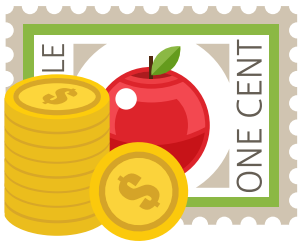
### Delivery Times

### THREE IMPORTANT REASONS TO SELECT A SEAMLESS PROVIDER

Seamless acceptance reduces mail delivery by one to two days, since time-consuming postal clerk verification is avoided and your mail is inducted directly onto USPS production equipment. *And as a local vendor based in Washington State, you can rest assured that your mailings will always reach your customers on time, regardless of the delays that have become more commonplace with the USPS.*



### Postage Penalties



### This Will Become Mandatory

Seamless is essentially equal to "error free", which means you don't have to worry that your mail will ever be assessed postage penalties. Those who do not mail Seamless must have their mail verified by postal clerks. When an error is detected through spot-checking, the entire mailing is assessed a penalty, which could require forfeiting the automation postage discount - that's as much as 6.2 cents per mail piece! Beware - these penalties are often passed on to the customer unaware and without being itemized as a penalty.

The USPS has been steadily moving toward elimination of postal clerks who check in and verify bulk mail. In an ongoing effort to cut costs, eventually the USPS will no longer employ verification clerks at all and will instead make Seamless a requirement for those who wish to mail at discounted automation rates. This means that any vendor without a Seamless certification will receive no postal discounts! And here's the catch: if you are in the middle of your contract with a mail service provider who is not Seamless when this happens, your automation discounted postage rates will disappear. Postage rates for all non-seamless mail will rise by 6 - 7 cents each.



The print and mail industry never stands still. One of the more dramatic and cutting-edge technologies introduced over the last couple of years is the White Paper Factory system, which TMT proudly converted to in 2018. In this new end-to-end, integrated print-to-mail approach, we allow our customers to say goodbye to traditional pre-printed forms and envelopes and instead start each job with just blank paper. By combining high-performance printing with data-driven, high-integrity software, our print technology delivers

the speed, print quality, per-piece affordability, and flexibility that most of our competitors can't match. Our machines can print both front and back in one pass in high-quality black and white or full color "on-the-fly" as part of your normal print and mail production run. Thanks to this technology, there is no need to order preprinted stock or worry about expensive inventory or product spoilage. Now, you can print only what is needed rather than preprinting an excess number of forms based upon projections of how many records may be in the final data file. You pay only for what you use!



**WHITE  
PAPER  
FACTORY**



Another benefit of this technology will allow Clackamas County to update the look and feel of their statements, including the ability to customize the print for each form with unique logos and contact information. With these changes, you can encourage your customers to take action by drawing their attention to critical information, in addition to simplifying document navigation, supporting your branding efforts, and strengthening the aesthetic appeal of your statements at no additional cost! **As an added bonus, TMT is offering all graphics and data revisions required to fully utilize this new opportunity at no charge!**

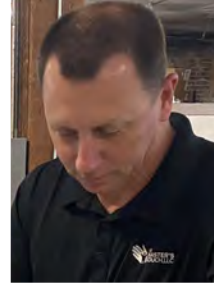
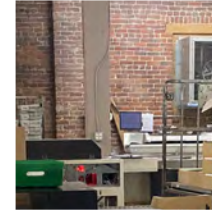


# HOW TO GET THE LOWEST POSTAGE

## CASS Verification

Only CASS-verified addresses are eligible for significant postage discounts. TMT has invested in the best mailing software available to ensure the highest CASS certification percentages – typically 98-99%. TMT's CASS software goes beyond declaring an address good or bad. It contains algorithms and logic that can actually fix many defective addresses, such as a missing or inaccurate directional or suffix, then adding the appropriate zip+4 that will qualify that piece for a postal discount.

Remember: all non-certified addresses mail at the full retail postage rate (between 53 and 58 cents vs. a rate as low as 42.6 cents each if full service certified), which emphasizes the importance of validating and fixing as many addresses as possible, so you avoid paying full retail price whenever possible. Another significant benefit is that CASS-verified addresses get delivered, while non-CASS verified addresses are most often returned as undeliverable mail.



## National Change of Address (NCOA)

Since 2008, the USPS has required "Move Update" on all mail pieces included in a presort mailing. Our NCOA software fulfills this requirement. Most software uses an 18-month look-back period to check for name and address changes, but TMT uses an enhanced NCOA-48 technology which looks back 48 months for these updates, yet another way TMT guarantees accurate mail piece delivery and reduced returned mail.

## Real-time Address Correction Service (ACS)

ACS works in a similar fashion as NCOA, but instead of verifying addresses using directories that are up to 30 days old, it works in real-time. Note that mail prepared Basic Service will cost you 12 cents per correction, but because TMT is a USPS certified Full Service provider, **there is no per piece correction fee.**

## AEC Verification

This optional service provides tremendous value for those clients who wish to reduce their defective addresses to near zero. AEC utilizes postal carrier knowledge to correct even addresses that CASS is unable to correct. Again, more verified addresses means fewer return mail pieces and lower postage!



eNotices is a simple yet innovative service The Master's Touch, LLC created in 2013 for the purpose of providing property owners with a paperless tax statement option. It has grown quickly and is now deployed across the country. eNotices has over 400,000 registered users and is hosting over 92 million statements.

eNotices is designed to be an option for traditional print and mail. As such, we offer it as an alternative to your customer when we print and mail your statements. As a proprietary, in-house developed system, TMT is able to add and customize features for our clients that are simply unavailable through the more traditional "out of the box" systems used by our competitors. With eNotices, our clients are able to manage electronic tax statement registrations, email addresses, and delivery options, which include email notifications to users that their statement is ready for viewing. Email generation can also be initiated by the County to send a blast message, such as payment reminders or appeal deadlines, to all users who have signed up. TMT also allows the County to track ownership changes and provides our customers with reports that include information detailing registrations and who has accessed and viewed their registrations (and when!).

TMT's on-site IT team has worked tirelessly to make eNotices as intuitive and user friendly as possible. To that end, our system ensures property owners receive a single code authorization for multiple parcels when the name and address are identical between two or more parcels. eNotices also presents an exact PDF replica of a property owner's tax statement, which is always uploaded to the platform within five workdays of final PDF proof approval from the County. Furthermore, TMT uploads every statement to our eNotices platform whether a user is registered or not, which means that if a property owner signs up for our service later on down the road, all of the previous statements from the time the County signed up for eNotices will be available and viewable.

TMT gives you the opportunity to employ this service for far less than the cost of traditional mail. It is simple to get started. TMT can help to advertise this service for you by adding economical inserts, and/or print messages on your forms and envelopes for free.

TMT already provides this service to several entities in the state of Oregon, which means that any users who already have an account, can simply add the renewal notice to their existing account.

## Work Schedule

<b>TESTING</b>	TO BE COMPLETED BY AUGUST 11, 2022
<b>FTP SETUP</b>	Already completed under existing contract
<b>SET-UP PROGRAMMING FOR PROCESSING AND PRINTING</b>	1-2 weeks, depending on proofing time for PDFs
<b>TESTING AND VERIFICATION OF OCR SCANS</b>	2 days (physical samples provided, if necessary)
<b>SET-UP ART FOR ENVELOPES AND INSERTS</b>	2-3 days (to be completed and approved during setup)

## PRODUCTION

RECEIVE FINAL PRODUCTION DATA AND ACKNOWLEDGE

1 day

PROCESS AND PRODUCE PDF PROOFS FOR CLIENT APPROVAL

24-48 hours

OVERNIGHT SAMPLES FOR OCR TESTING

1 day

PRINTING, INSERTING, AND FINAL DELIVERY TO USPS

7-10 days, upon final proof approval

### Intelligent 2d Barcode Inserters



Accuracy is a critical part of first class mail. Accidentally insert two statements for different customers into one envelope and one quickly discovers this truth. Since First Class mail remains 95% of all mail TMT processes, we made the decision to secure inserters that read 2d barcodes. This revolutionary technology virtually eliminates the possibility for multiple or wrong statements to be accidentally included in a single envelope. The 2d technology allows us to uniquely identify every piece of paper in your entire mailing and to ensure that only those pieces unique to each envelope are inserted. Our IT staff programs into every 2d barcode the unique notice number and the page within that notice set so that the inserter can "read" when pages are out of sequence and will cause the inserter to stop processing until the error is corrected. These "intelligent" inserters are the only equipment TMT trusts to insert your statements with 100% accuracy.

## Eliminate the "I Never Received My Statement" excuse with IMb Trace

Would you like to know when your mail piece...



...reached the post office?



...was first processed on USPS equipment?



...was delivered by the local mail carrier?

With IMb Trace, in conjunction with your Full-Service mailing, TMT will encode into each IMb barcode a unique identifier for that mail piece. TMT will then flag that piece for the USPS to save the scan information it secures when it sees each piece on their processing equipment, along with the final scan captured when the carrier delivers the piece to the mailbox. This gives you actual delivery information as to when each mail piece was delivered and each payment is returned!





# THE MASTER'S TOUCH, LLC

(800) 301-1347  
masters@themastertouch.com  
1405 N Ash Street, Spokane, WA, 99201  
Tax ID: 14-1867056

## SCOPE OF WORK

- *Tax Statements will be printed and mailed within 7 - 10 workdays after final proof approval.*
- *Tax Statements will be delivered to Clackamas addresses in 1-3 days upon being mailed*

[www.THEMASTERSTOUCH.com](http://www.THEMASTERSTOUCH.com)

*TMT is committed to an effortless and seamless transition for our new clients. The work on the part of the client will be primarily the proofing process to help us ensure accuracy of the print documents. TMT expects the entire set-up and transition process to take no longer than two weeks.*

### Fast and Seamless Transitions

After contract award, TMT's first step will be to arrange a kickoff meeting between representatives from the County, the contract manager, your assigned Mission Manager, and our IT professional. At this meeting, we will exchange introductions and learn each person's role and responsibilities in the process. Additionally, we will request physical samples of mail pieces and discuss your goals and expectations, while setting mileposts and timelines for each step in the process. If the County wishes to discuss a proof of concept or a redesign, the kickoff meeting is a good time to start this discussion.

At the conclusion of this meeting, all parties will have a clear understanding of the next steps and timing for each. The County will then send data files, field definitions, and a data map. These can be delivered through our secure ftp site. TMT tests automated data transmission and the notification system confirming the receipt of that data.



Further details during implementation depend on your specific requests. Some clients request that we insert notices and other collateral inserts. These inserts can be selective should the County choose. TMT is also able to provide customized information and language on renewal notices provided by each county, with the ability to make changes and updates to the language up to nearly the last second at no additional cost. Regardless of the additional implementation requirements the county chooses, TMT will generate reports that include the number of printed pages, the number of envelopes used, how many envelopes received inserts, the postage for each piece, and the total postage for each mailing category. All notices will be printed, inserted, presorted and mailed via first class automation postage under our generic TMT permit, giving no indication from where the mail originated.

Presorted First Class  
U.S. Postage  
**PAID**  
The Master's Touch, LLC

## Form Set-Up

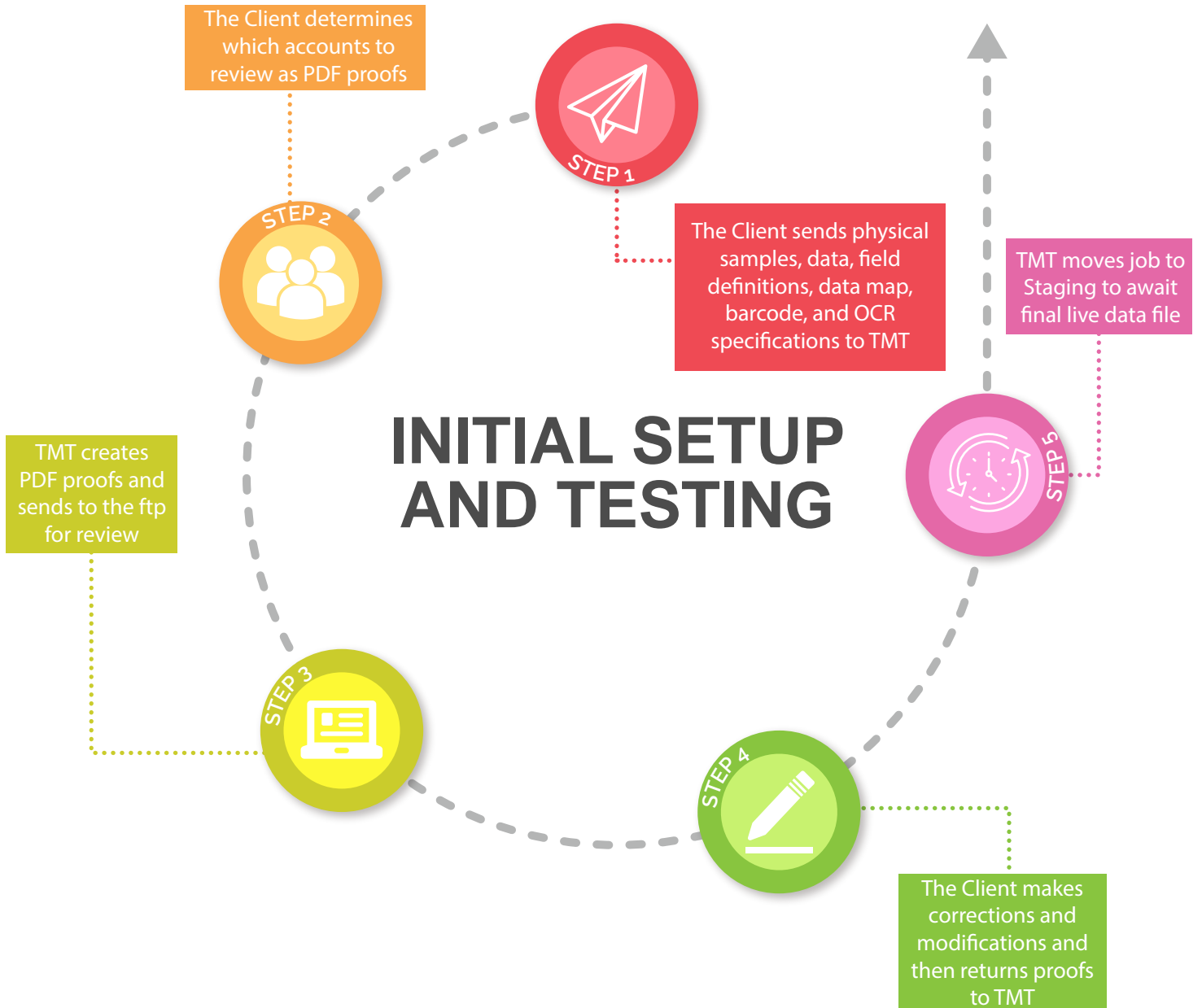
Once sample data, field definitions, and the data map have been transmitted over to our ftp server, TMT will acknowledge receipt and begin setup. TMT will ask the County to identify accounts that contain data that is unique and peculiar to those accounts so that they can be reviewed for accuracy, along with a random sampling of other accounts. Once PDFs are created, TMT will email a notice that PDF proofs are available for review on our ftp site. Once these are reviewed, additions, corrections and/or deletions will be communicated back to TMT and an updated set of proofs will be created for further review. This process continues until you are fully satisfied with the look and the accuracy of all proofs.

Any changes to language hard-coded on the tax statement templates, or any other changes, will be made at no additional cost. Once PDF proofs have final approval, TMT will create physical samples and overnight those for testing of OCR's, barcode scanning and any other type of verification the County may wish to employ. Any changes required due to legal updates or for purposes of clarification for customers will be completed at no charge. The testing phase is completed once the County approves PDF proofs.

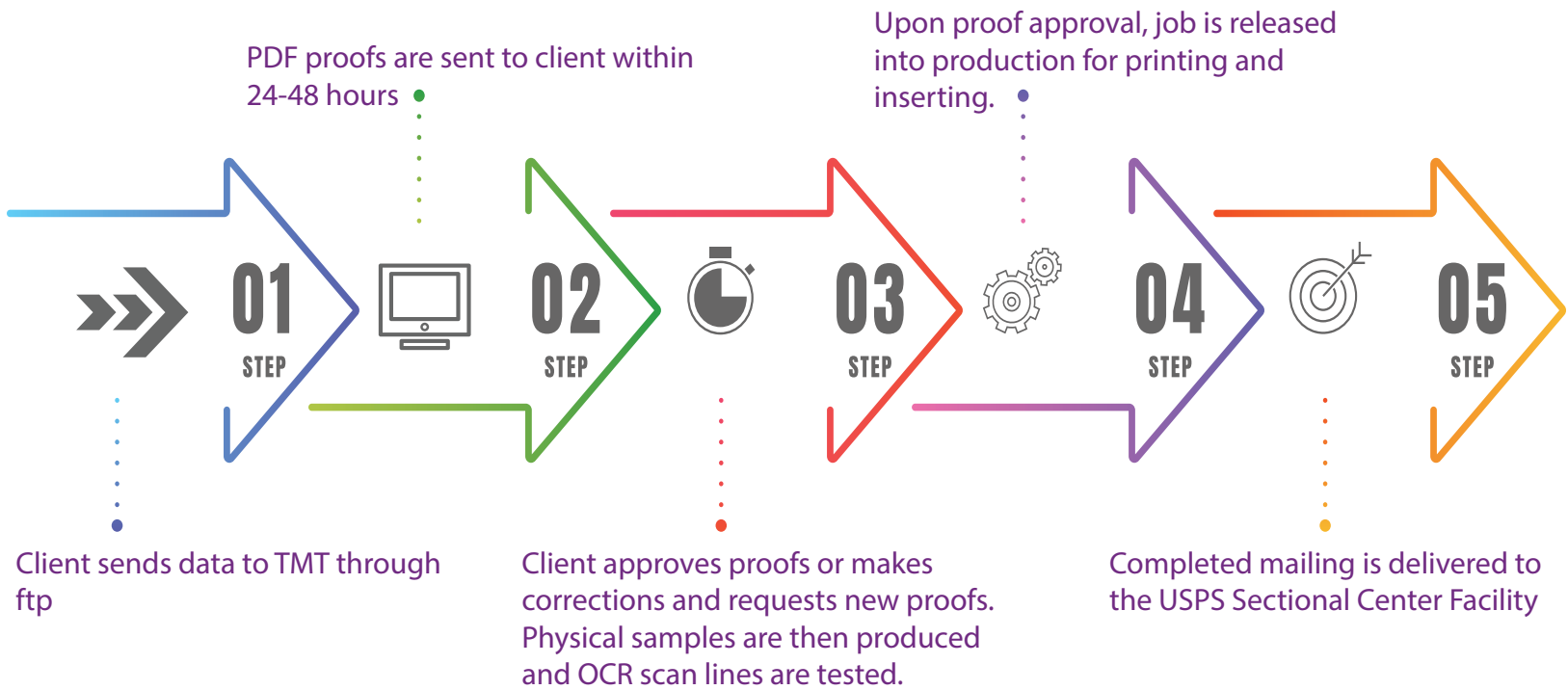
## Production Data

When it is time to receive production data from the County, the same procedures used during the testing phase will be applied again. The one additional step will be that once PDF proofs are approved, TMT will print and overnight physical samples that the County will use for final quality control and verifying the readability of OCR lines.

If any inserts will be included, TMT will prepare the art copy and provide PDF proofs to the County for approval.



It is expected that the statements and inserts will be printed “on demand” once the live data file is delivered to TMT and final proofs have been approved. TMT has no need to preprint any part of the forms nor inserts since our equipment has the ability to print both variable and static data on white paper rather than preprinting an excess number of forms based upon projections of how many records may be in the final data file. You pay only for what you use.



Once the live data file is ready, the County will send the file to us via our ftp. TMT will acknowledge receipt of the file and will confirm the number of records received so that the County can verify an accurate count. Utilizing the very same procedures used for the test data, TMT will create PDF proofs of the same accounts produced during testing. Proofs will be ready for review within 24-48 hours. Along with the proofs will be reports indicating the total number of records ready to print, as well as the number of non-CASS certified records and NCOA records.

After final proof approval, your print file will be placed onto our print server for live production to begin.

After the first few notices print, our production technician and mission manager, who are both Mail Design Professionals (MDPs) and each have over ten years of print experience, will review these live statements for print quality, alignment, perforation location and ease of tearing. Additionally, a critical review will be made to ensure address and Intelligent Mail barcodes are in strict compliance with USPS requirements. Once approved, both will sign off on the job ticket and live production will commence. If there are additional inserts to be included in your mailing, they can be run independently or in line with the statements. If run independently, this can be done upon final art approval and potentially completed prior to final statement approval.

If run inline with your statements, the insert must measure the same size as your statement with the advantage that they can print together, fold together and insert together.

## Production and Quality Control

Upon completion of printing, the statement number on the last sheet printed is checked to ensure the entire file printed correctly. The statement number is compared to the count expected on the work order. With an exact match, the printed statements are moved to the inserting equipment.

After the inserter operator sets up the machine with all appropriate materials, three mail pieces are inserted but not sealed. The contents in each envelope are verified with the work order to ensure all elements are properly folded and enclosed. The address and barcode are verified to ensure they are properly showing through the window and all elements of the address, barcode and mail piece are in compliance with USPS requirements. The operator then takes those sample mail pieces and the workorder to the production manager or assistant production manager for a similar quality control check. When satisfied that all is in order and according to specifications, both operator and manager sign off and live production commences.

Each production facility can fold and insert up to 30,000 statements per hour, with the ability to include up to 5 inserts in addition to the statement. Inserts can be programmed as "constant" or "selective" allowing you to exclude an insert when desired. TMT 2d barcode technology also provides the ability to enclose multiple pages in a single envelope when each page is mailing the same customer. Utilizing this 2d barcode technology virtually eliminates the possibility for any statements to be mixed up and provides assurance that every single statement has been inserted.

In spite of the excellent technology TMT utilizes, there is no replacement for skilled personnel. Each production facility has MDP staff in each location who verify the print and perform a final quality check on the inserted pieces ensuring all mail meets TMT quality standards and USPS mailing requirements.

**This entire process will be completed within 7-10 workdays, guaranteed!**

01

The Client sends live data file to TMT

On the same day, TMT acknowledges receipt of the file and declares the number of records in the file

02

03

The Client receives confirmation of file receipt and confirms accurate record count

Names and addresses are CASS certified and processed through NCOA. Zip+4 and IMb added

04

05

TMT adds control data with statement numbers and 2d barcodes

If eNotices are offered, the authorization code is added at the same time

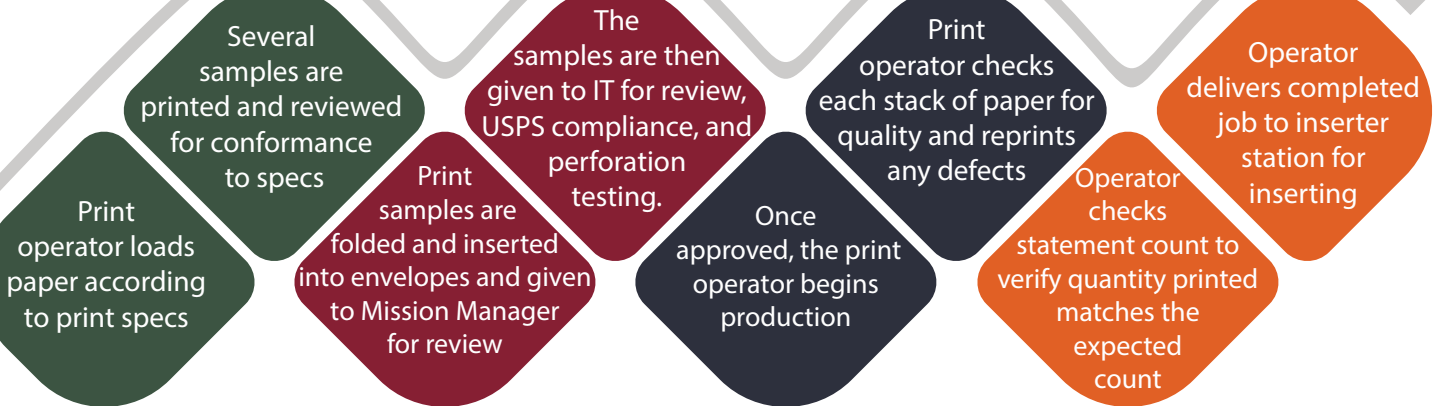
06

07

All Client data is populated to the form per the approved test format

PDF proofs created for the Client to review; same accounts proofed in test phase

08



## Reprints

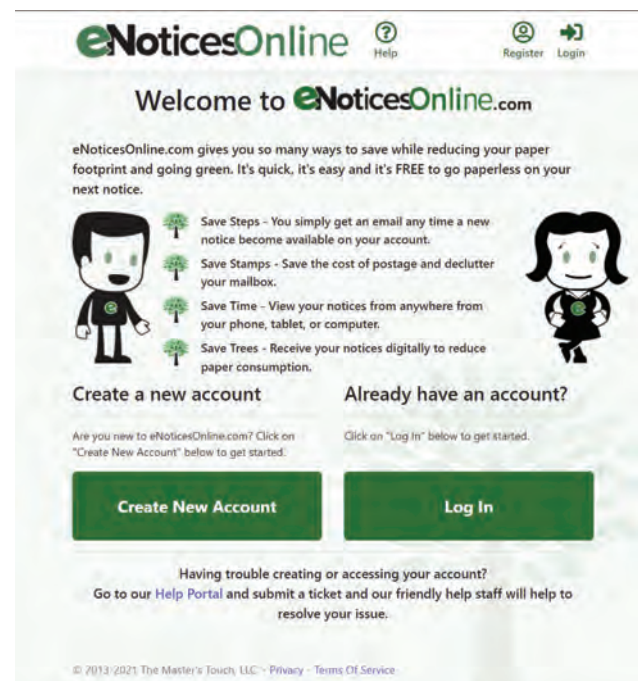
It is rare that printing equipment damages statements, but if it does, it is quite simple for the print technician to reprint. Every statement has a statement number and page number printed on it. The operator simply calls the job up on the computer screen, identifies the statement and page number, and executes a reprint order. The original damaged statement is then destroyed. A record of the reprint is also captured so that it can be referenced later if necessary.



## eNotices Workflow, Process and Distribution

Included on your customer's printed notice is a means to uniquely authenticate your customer so that when they register, we can be certain the individual is properly and legally registering for their own account and not another's by mistake. First time registrants create their own user name and password and designate the email address where they want to receive notification when their electronic statements are ready for viewing. The email address they wish to use is also verified before an account is opened. Once an account has been activated, the registrant can view an exact replica of their paper statement, download and print on their own printer and/or pay their statement online utilizing your online payment provider or ours.





Once an individual has registered for eNotices, all future paper statements are suppressed. Instead, an email notification is generated and sent to the address they registered with to alert them that a PDF





**eNoticesOnline** Help Register Login

Welcome to **eNoticesOnline.com**

eNoticesOnline.com gives you so many ways to save while reducing your paper footprint and going green. It's quick, it's easy and it's FREE to go paperless on your next notice.

-  Save Steps - You simply get an email any time a new notice become available on your account.
-  Save Stamps - Save the cost of postage and declutter your mailbox.
-  Save Time - View your notices from anywhere from your phone, tablet, or computer.
-  Save Trees - Receive your notices digitally to reduce paper consumption.

 **Create a new account**  **Already have an account?**

Are you new to eNoticesOnline.com? Click on "Create New Account" below to get started.

Click on "Log In" below to get started.

**Create New Account** **Log In**

Having trouble creating or accessing your account?  
Go to our [Help Portal](#) and submit a ticket and our friendly help staff will help to resolve your issue.

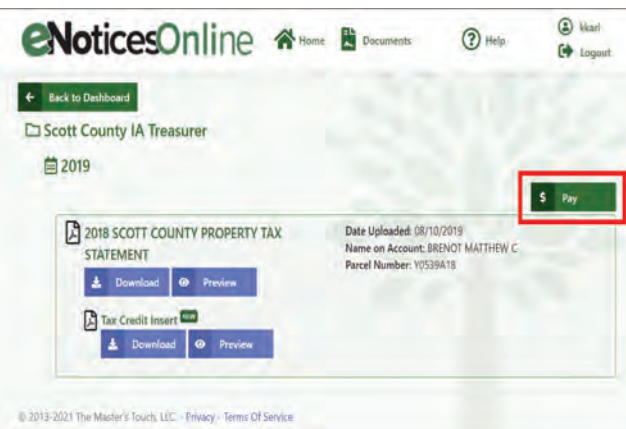
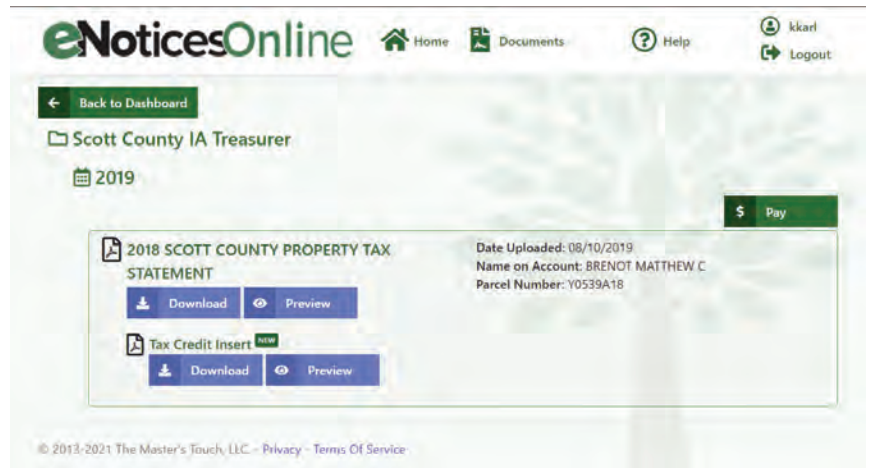
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of their statement is ready for viewing on our secure website 'eNoticesOnline.com'. The entire site is managed and maintained by The Master's Touch, LLC and includes an online help desk.

An excellent set of reports are also made available for you through your administrative portal. The reports allow you to search by date range for information regarding:

- Who has registered for eNotices
- Who viewed their statement and on what date and at what time!
- What unique authentication code is associated with every account
- Who paid their statement online using the pay button
- Who downloaded their statement

Every statement in your print file is uploaded to the eNotices site, not just those who are registered. This allows each of your customers to view their statement immediately upon registering and includes all notices previously generated and uploaded to the site; the historical record is available even for those who delay registering for a year or more. This can eliminate the need for your office to have to look up and/or recreate a statement that your customer may have misplaced or lost.



TMT gives you the opportunity to employ this service for far less than the cost of traditional mail. It is simple to get started. TMT can help to advertise this service for you by adding economical inserts, and/or print messages on your forms and envelopes for free.

TMT already provides this service to several entities in the state of Oregon, which means which means a taxpayer who owns a parcel in one of these current eNotices Counties will already be registered and can simply add their authorization code to their current eNotices account



THE  
**MASTER'S**  
TOUCH, LLC



## REFERENCES



**Yamhill County Treasurer, OR**

Eileen Slater

535 NE 5th St Rm 42, McMinnville, OR 97128

(503) 434-7351

slatere@co.yamhill.or.us

**\*\*Client Also Uses Our eNotices and Fillable Forms Services\*\***



**Tillamook County Treasurer, OR**

Kasandra Larson

201 Laurel Ave, Tillamook, OR 97141

(503) 842-3400

klarson@co.tillamook.or.us

**\*\*Long-Term Client - Over 10 Years with TMT\*\***



**Deschutes County Treasurer, OR**

Judi Hasse

1300 NW Wall Street, Bend, OR 97703

(541) 383-4399

judi.hasse@deschutes.org

**\*\*New Client Within the Last 36 Months\*\***



**PROPOSAL CERTIFICATION**  
**RFP #2021-55**

Submitted by: The Master's Touch, LLC, Washington State  
**(Must be entity's full legal name, and State of Formation)**

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

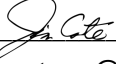
**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political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

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

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

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

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

Name: Jim Coté Date: 2/15/2022  
Signature:  Title: President  
Email: masters@themasterstouch.com Telephone: (800) 301-1347  
Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

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

**EXHIBIT C  
CONTRACTOR'S PRICE SCHEDULE**

**Clackamas Pricing Schedule**

1/29/2022

RFP 2021-55

PRODUCT/SERVICE	VOLUME	PRICE
<b>Tax Statement Run - October - 170,000</b>		
#10 window envelope	@actual count	\$ 0.0330 >>>>
#9 return envelope	@actual count	\$ 0.0300 >>>>
8 1/2 x 11 tax form - 60# white - 2 color/perforation	@actual count	\$ 0.0420 >>>>
8 1/2 x 14 insert on 60# white 4 color 2 sides	@actual count	\$ 0.0470 >>>>
Mail Preparation and sorting	actual parcel count	\$ 0.0470 >>>>
<b>Trimester mailings - See table to right</b>		
<b>eNotices - paperless statement delivery</b>		
<b>eNotices set-up</b>		
		No charge
eNotices upload	actual parcel count	\$ 0.007
Registered eNotices user	# of registered parcels	\$ 0.120
<b>Additional Pricing</b>		
<b>Individually named PDF's</b>		\$ 0.0150
<b>Miscellaneous Envelopes</b>		
9x12 window envelope	@actual count	\$ 0.4700
<b>Postage - full statement as of 1/31/2022</b>		
Postage low	N/A	\$ 0.4260
Postage high	N/A	\$ 0.4850
<b>Set up Cost</b>	N/A	Included
<b>Programming Updates/Changes (hourly rate)</b>	N/A	\$ 110.00
<b>NCOA</b>	N/A	Included in Mail Processing
<b>IMb Trace (Per Mail Piece) - optional</b>	N/A	\$ 0.0050

Quantity pricing per unit for Trimester Mailings					
< 1,000	2,500	5,000	10,000	25,000	50,000
0.08	0.07	0.06	0.05	0.045	0.04
0.075	0.065	0.055	0.05	0.043	0.037
0.11	0.08	0.06	0.055	0.048	0.045
0.12	0.092	0.075	0.068	0.064	0.06
0.22	0.15	0.1	0.07	0.06	0.052