

COUNCIL RESOLUTION No. 9-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT WITH BMS TECHNOLOGIES FOR UTILITY BILLING PRINTING AND MAILING SERVICES.

WHEREAS, it is the policy and practice of the City of Milwaukie to contract with a professional printer to print and mail monthly utility billing invoices; and

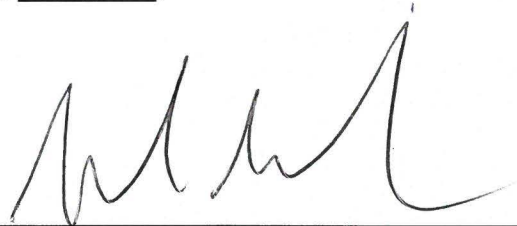
WHEREAS, the City of Milwaukie issued a formal competitive solicitation in compliance with the City's Public Contracting Rules to contract for utility billing printing and mailing services; and

WHEREAS, the evaluation panel reviewed the proposals and selected BMS Technologies as the contractor most qualified and fully able to perform the services requested.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board, authorizes the City Manager to execute a Purchase Agreement with BMS Technologies for utility billing printing and mailing services, which includes the option of up to two two-year extensions.

Introduced and adopted by the City Council on 2/5/19.

This resolution is effective on 2/5/19.



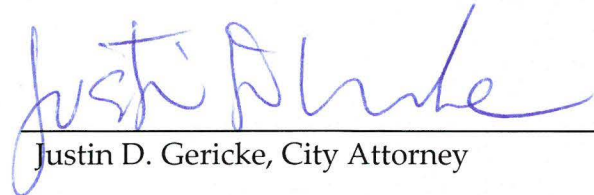
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:



Scott S. Stauffer, City Recorder



Justin D. Gericke, City Attorney



**PURCHASE AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR UTILITY BILLING PRINTING & MAILING SERVICES**

THIS CONTRACT is made and entered into this 27th of February, 2019, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and Bend Mailing Services, LLC DBA: BMS Technologies, hereinafter called "Contractor."

RECITALS

WHEREAS, City has need for certain goods or services provided by Contractor, and

WHEREAS, Contractor is in the business of selling certain goods or services and is aware of the purposes for which City will use the goods,

THEREFORE, City and Contractor wish to enter into a contract under which City shall purchase the goods or services described in Contractor's bid in accordance with these contract documents, including the attached standard terms and conditions.

TERM AND CONDITIONS

Any purchase made against this Contract shall be in compliance with the terms and conditions set forth in these contract documents, including those listed in Exhibit A, Standard Terms and Conditions.

GOODS OR SERVICES TO BE PROVIDED

City shall purchase goods or services from Contractor in accordance with specifications, scope, and unit prices outlined in Exhibit B. This Contract is non-exclusive; City reserves the right to procure goods or services through any other means as it deems necessary. Contractor shall be responsible for the delivery of goods or services in accordance with Exhibit B and the terms and conditions of this Contract.

EFFECTIVE DATES AND DURATION

This Contract shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on February 28, 2021. The City shall also retain the right to two (2) two-year extensions to the Contract.

COMPENSATION

City agrees to compensate Contractor for goods or services supplied, including any applicable shipping and handling charges, as described in Exhibit B. City shall not be responsible for payment of any materials, services, expense, or costs other than those which are specifically included in Exhibit B or agreed to in writing by both parties. Payment shall be only for those goods or services received in an acceptable condition to City. Compensation of this Contract is not to exceed the amounts identified in Exhibit B. Any pricing increase must be submitted to the City 60 days prior to the effective date and must be in compliance with the Escalation Clause stated in Exhibit B. Payment will be made based on Contractor's invoice, subject to the approval of the Contract Manager or appropriate City representative, and not more frequently than monthly. Payment shall be made only for work actually completed as of date of invoice. Payment terms shall be net 30 days from date of invoice.

RECYCLED CONTENT

Contractor is subject to investigation, including but not limited to, audits, plant visitations, examination of invoices and other documents, as the City deems necessary to confirm the current standard statement paper supplied contains 30 percent post-consumer waste material, as stated in the awarded proposal.

Failure to provide products containing the percentages of post-consumer waste material may result in:

1. Contractor being required to reimburse the City for the portion of the contract price that is attributable to the preference; and
2. Contract termination; or
3. Both subsections 1 and 2 of this section, or such other remedies the City deems appropriate.

It is understood by the City and Contractor that industry standards for recycling may change and post-consumer waste materials may no longer be readily available to Contractor during the contract term. In the event materials are no longer available, Contractor will not be held responsible for inability to supply materials. Contractor will notify City of any alternative options.

CONTACT INFORMATION

All notices shall be made in writing and may be given by personal delivery, mail, email or fax. The following addresses and contacts shall be used to transmit notices and other information:

Contact for City:	Contact for Contractor:
Attn: Joyce White	Attn: Jeffrey Evans
10722 SE Main Street Milwaukie, OR 97222	Address: 1036 SE Paiute Way Bend, OR 97702
Phone: 503.786.7597	Phone: 541.388.0789
Fax: 503.786.7528	Fax: n/a
Email Address: whitej@milwaukieoregon.gov	Email Address: jeff@bms-technologies.com

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

Accounting Contact for City:	Accounting Contact for Contractor:
Attn: Accounts Payable	Attn: Wendy O'Connor
10722 SE Main Street Milwaukie, OR 97222	Address: 1036 SE Paiute Way Bend, OR 97702
Phone: 503.786.7523	Phone: 541.388.0789
Fax: n/a	Fax: n/a
Email Address: ap@milwaukieoregon.gov	Email Address: accounting@bendmailing.com

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Contract, to the full extent of any benefits or other remuneration Contractor receives (from City or third party)

as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

Contractor acknowledges that for all purposes related to this Contract, Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its Subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

INSURANCE

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

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

a. Commercial General Liability Insurance

If Contractor will be installing or testing the goods, or otherwise performing services on City's premises, Contractor shall provide a certificate indicating that Contractor has commercial general liability insurance covering bodily injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance. Coverage will include \$1,000,000 per occurrence and \$2,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

b. Business Automobile Liability Insurance

If Contractor will be delivering the goods, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

c. Workers' Compensation Insurance

The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employers Liability Insurance with coverage limits of not less than \$500,000 each accident.

d. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have

been received and approved by the City. The certificate will specify and document all provisions within this Contract.


- e. City's insurance is excess and not contributory insurance with the insurance required by this contract.

Any action or suits involving any question arising under this Contract must be brought in the Circuit Court of the State of Oregon.

COMPLETE AGREEMENT

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


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

CITY OF MILWAUKIE


Signature
Ann Ober, City Manager

Printed Name & Title
3/6/19

Date

CONTRACTOR


Signature
Jeffrey D Evans, Executive Vice President

Printed Name & Title
February 28, 2019

Date

EXHIBIT A

CITY OF MILWAUKIE STANDARD TERMS AND CONDITIONS

1. Packing & Shipment. Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. City's Contract number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Contractor. Risk of loss shall not pass to City until the goods are delivered to and checked in at the location specified by City in this Contract.

2. Warranty. Unless otherwise agreed in writing, Contractor warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by City. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to City, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by City.

3. Inspection and Acceptance. At City's request, Contractor shall provide a complete inspection program; satisfactory to City, for City's inspection of all materials, fabricating methods, equipment in process work and finished products. If this Contract provides for inspection of the work by City on site during the period of manufacture, Contractor agrees to provide City's inspectors with reasonable facilities and assistance during such inspection. Inspection by City shall not unduly delay the work. City may charge Contractor any additional cost incurred by City if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by City will not relieve Contractor from its responsibilities for delivering products and work hereunder. Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by City except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Contractor from responsibility for such products, which do not meet the requirements herein nor impose liability on City therefore.

4. Delivery. If Contractor fails to meet the delivery schedule provided herein, City may require Contractor to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Contractor's sole expense. Unless otherwise agreed upon in writing by City and Contractor, Contractor shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early. Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Contractor shall notify City in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and City shall have the right to return earlier deliveries at Contractor's risk and expense or charge to Contractor any additional costs sustained because of the same.

5. City-Furnished Materials. Contractor shall assume all risk of loss of any material furnished by City to Contractor for use in performance of this Contract, if received in a merchantable condition at the time of receipt.

6. Taxes. Contractor shall not invoice City for any taxes nor include in Contractor's price any federal excise, state, or city tax or any other tax, unless Contractor has first asked City for City's tax exemption number and it has been agreed upon between both parties that City is not exempt from the tax.

7. Changes. City may, by written order, make changes including changes in drawings or specifications. City will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. ANY CLAIM BY CONTRACTOR UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF CONTRACTOR'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED. In the event that City proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this Contract, Contractor shall notify City in writing of such effect within 10 days of receipt of such proposal.

8. Advertising. Contractor shall not, without the written consent of City, in any manner advertise or publish the fact that Contractor has furnished or contracted to furnish to City the products herein.

9. Cancellation for Cause. City may cancel all or any part of the undelivered portion of this Contract if Contractor breaches any of the terms hereof or in the event of any

of the following: Insolvency of Contractor, a voluntary or involuntary petition in bankruptcy for, by or against Contractor; the appointment of a receiver or trustee for Contractor, or an assignment for the benefit of creditors by Contractor or if City has reasonable cause to believe Contractor will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Contractor. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, City shall have the right to complete, or cause to have completed, this Contract including the right to cause Contractor to produce, without liability of any kind to the City, proprietary items of the Contractor as necessary to complete the Contract. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.

10. Termination. City has the right, in its sole discretion, to terminate this Agreement without cause or for no cause at any time by giving notice to Contractor. If City terminates the contract pursuant to this section, it shall pay Contractor for goods shipped by Contractor prior to receipt by Contractor of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Contractor. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.

11. Assignment and Subcontracting. Contractor may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of City. Any unapproved assignment shall be void. Contractor shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by City of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the City. City may assign its rights under this Contract.

12. Work on City's Premises. If Contractor's performance of this Contract involves operations by Contractor on City's premises, Contractor shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless City, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than \$1,000,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance as set forth in the insurance clause of the contract. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to City prior to Contractor commencing work on City's premises. Any work performed on City's premises must be done pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Contractor.

13. Stop Work Order. City may, at any time by written order to Contractor, require Contractor to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Contractor, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, City shall either: (a) cancel the "Stop Work Order" and direct Contractor to resume work; or (b) terminate the work covered by this Order. If City orders Contractor to resume work, Contractor shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Contractor within 30 days after the end of the period of work stoppage.

14. Payment. Payment date shall be calculated from the date of City's receipt of an acceptable invoice and City's acceptance of the products and supporting documentation at destination.

15. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by City to Contractor shall be confidential to City and is furnished solely for the performance of this Contract. All copies of such information shall be returned to City upon completion of the Contract. Any designs, drawings, specifications, or other manufacturing information delivered by Contractor to City may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All business and governmental information materials containing business and governmental information provided by City to Contractor shall be treated as confidential.

16. Compliance with Laws and Regulations. Contractor warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age

EXHIBIT A

Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing. Contractor shall indemnify City, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the City of any Item covered by this Contract.

17. Patents, Copyrights, Trademarks. Contractor warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Contractor agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Contractor's sole expense to remove such infringement. Contractor will indemnify and hold harmless City, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Contractor or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.

18. Waiver. The failure of City to enforce at any time any of the provisions of this Contract or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Contract or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

19. Independent Contractor. Contractor is an independent contractor and persons employed by Contractor shall be employees of Contractor and not employees of City.

20. Complete Agreement. The Purchase Agreement and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.

21. Acceptance by Performance. If Contractor fails provide to City with a signed copy of this Contract, but delivers product or performs the services specified in this agreement, then Contractor agrees that the Contractor shall be deemed to have accepted the terms and conditions of this Contract, as provided on both the front and this reverse side of the Contract. City must agree any changes or modifications to this Contract by Contractor to, in writing, or they shall not be deemed accepted by City and if the Contractor delivers the products nonetheless, then the original terms and conditions of this Contract shall govern.

22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this Contract, then it is hereby agreed by both City and Contractor that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between City and Contractor. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Clackamas, shall be authorized to appoint a mediator for the parties. Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Clackamas County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Clackamas County to select the arbitrator. If the arbitrator determines that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrator determines that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this Contract or the arbitration.

23. Jurisdiction and Attorney Fees. This Contract shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this Contract necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this Contract may be heard, both at trial and on appeal.

24. Neutral Interpretation. This Contract constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.

25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.

27. Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this Contract, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.

28. Conditions of Supplying a Public Agency. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this Contract. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this Contract. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

29. Payment of Claims by Public Officers. In the event that Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor of Contractor by any person in connection with the performance of this Contract when such claim becomes due, then the proper officer or officers representing the City hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Contractor by reason of this Contract. The payment of a claim in the manner authorized by this provision shall not relieve the Contractor or any of the Contractor's surety from obligations with respect to any unpaid claims.

30. Health Care Benefits for Contractor's Employees. If this Contract involves public service, then Contractor must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this Contract.

31. Hours of Labor. If labor is performed under this Contract, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

32. Medical Care and Workers' Compensation. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

EXHIBIT B

SCOPE OF WORK

Contractor is responsible for processing, printing and mailing the City's monthly utility bills.

Invoices

- Contractor shall print and mail approximately 7,000 utility invoice forms monthly
- Invoice forms shall be printed on 8 ½ x 11-inch custom perforated forms
- Invoice forms shall be mailed in a #10 envelope with a #9 custom return envelope inserted for appropriate customers
- Contractor shall also provide electronic invoice forms to customers who opt for paperless billing, along with monthly notification of availability.

Data Acquisition

- City shall upload data record file(s) to Contractor's secure portal in XML format between the 24th - 28th of each month
- Contractor shall email confirmation of file upload and desired mailing date

Address Verification

- Contractor shall process data through USPS-approved address verification software to check for address changes and validity of zip codes and addresses
- Contractor shall report any changes to the City

Data Processing

Contractor shall pre-process all files prior to printing, including but not limited to:

- Collaborate with City to confirm correct data
- Calculate invoice volumes
- Calculate electronic/paperless notifications to be sent
- Total number of #9 and #10 envelopes to use
- Verify any comments to be listed on invoice
- Format invoice forms according to specifications from City
- Post PDF samples to the portal for City review and approval
- Contractor shall stop processing and contact City if a possible data error or change is found. If significant portion of data needs modification, Contractor will notify City and request an amended file to be uploaded before proceeding.

Delivery

This section identifies cut-off dates, times, and location for uploading data file, invoice forms, additional inserts, and envelopes to process monthly printing and mailing services, including electronic statements; number of business days required to process the item(s); and any other requirements necessary to complete these services.

Time to manufacture is factored in to the number days identified.

EXHIBIT B

ITEM	CUT-OFF DATE/TIME	REQUIRED BUSINESS DAYS TO PROCESS	LOCATION	COMMENTS
Data File Upload	Approval by 5:00 p.m. PST	Next Business Day	bms-technologies.com	Contractor's job management portal accepts data files whenever the City would like to upload them. Contractor has a 24-hour turn-around, but same-day is Contractor's goal.
Additional Inserts	Approval by 5:00 p.m. PST	2-3 Business Days	bms-technologies.com, bms@bendmailing.com, or 1036 SE Paiute Way, Bend, OR 97702	Contractor accepts inserts via the portal or by email at any time. Deliveries may also be made to Contractor's physical office during business hours. Contractor requests 2-3 days to produce and insert, but may be able to work with the City to meet shorter deadlines if planning is not possible.
Envelopes (#10 and #9)	Approval by 5:00 p.m. PST	14 Business Days for first order; Subsequent orders will be placed as needed to maintain stock.	1036 SE Paiute Way, Bend OR 97702	Contractor will maintain inventory of envelopes.
Invoice Forms	Approval by 5:00 p.m. PST	Next Business Day After Approval	Changes can be requested via email at bms@bendmailing.com or 541-388-0789	Contractor prints the "background form" at same time as variable data. Statements will be added to the production queue after receipt of final approval from the City.
Other	As agreed to between both parties			None

EXHIBIT B

Job Management Portal & Retention

PDF copies of each billing cycle will be securely uploaded and stored for 24 months. Once a statement has reached this retention schedule, they will be deleted from Contractor's system using the US Department of Defense standards.

Online Presentment and Paperless Billing

Contractor has ability to send an electronic bill to each customer signed up for paperless billing. Using the email address provided to the City by a customer, Contractor will email a PDF copy of the customer's statement each month. Customer can download or print the statement, giving the ability to save endless history. These are the same statements the Contractor will mail to paper bill customers and post to the portal for the City's records.

Contractor will send each customer a comment on the statement with the customer's account number and a unique identification code. Customer can use this information to register on the site to view PDF copies of the monthly statements. A minimum of two years of history shall be available on the site. Each time a statement is posted, Contractor sends email notification to customer to notify a statement is ready to view.

If at an agreed time, and with written authorization, the City chooses to utilize all online bill pay features offered by Contractor, the customers can also make a payment through the same system.

Pricing of Goods and Services

It is expressly understood that not all items listed here in Exhibit B will be needed. City shall have complete discretion to select only those goods or services needed at any time. All prices are in U.S. dollars.

ITEM	PRICE	QTY	COMMENTS
Rate for mailed invoice form	\$0.06	each	
Rate for electronic invoice form	\$0.10	each	
Fee for additional inserts	\$0.015	each	
Rate for #10 custom security envelopes	\$0.030	each	When printed with a 2/1 color option, based on sample provided in solicitation.
Rate for #9 custom envelopes	\$0.022	each	
Standard #10 boot window white security envelope	\$0.018	each	
Standard #9 window white security envelope	\$0.017	each	
Metered postage rate per invoice	Actual		
Postage deposit (if required)	\$2,681.00	one-time	
Program implementation cost	\$0		Initial implementation included
Invoice form customization cost	\$55.00	per hour	After initial implementation
Invoice form printing cost	\$0		Included
Programming cost (per hour)	\$125.00	hour	After initial implementation
Other expenses:			
Additional statement pages	\$0.05	each	For second and subsequent pages on a given statement
Pull statement from jobs already printed	\$0.15	each	
Process and do-not-print statements	\$0.05	each	
Online billpay monthly maintenance	\$40.00	month	
Online billpay monthly registration fee	\$0.01	each per month	

EXHIBIT B

Escalation Clause

Unit pricing may, through express written approval of City, increase annually at a rate not exceeding the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, US city average, during the previous year.

Other Requirements

Contractor shall maintain inventory on invoice forms and envelopes and shall notify City when reorders are required.

Other Services

1. Direct mail projects may be initiated by the City with terms and compensation mutually agreed to between the City and Contractor. Direct mail services include any project mailed outside of the normal utility statement process.
2. City, in its sole discretion, may consider implementing online payment features offered by the Contractor. If considered, City and Contractor shall negotiate features and compensation, including maintenance and monthly registration fees. Amendments to the current process shall be executed through written authorization by both parties.

City understands a third-party payment card processor will be required to enable the online payment features. City is responsible for procurement and contracting services with a third-party processor. The contracted processor must meet standards of both the City and Contractor for online payment services.

3. Integration with Tyler Technologies' software platform. If Contractor and Tyler Technologies are willing to integrate, then Contractor may be able to send paperless statements to Tyler Technologies' site for customers to view.

COUNCIL RESOLUTION No. 9-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT WITH BMS TECHNOLOGIES FOR UTILITY BILLING PRINTING AND MAILING SERVICES.

WHEREAS, it is the policy and practice of the City of Milwaukie to contract with a professional printer to print and mail monthly utility billing invoices; and

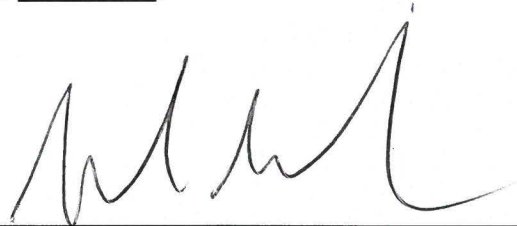
WHEREAS, the City of Milwaukie issued a formal competitive solicitation in compliance with the City's Public Contracting Rules to contract for utility billing printing and mailing services; and

WHEREAS, the evaluation panel reviewed the proposals and selected BMS Technologies as the contractor most qualified and fully able to perform the services requested.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board, authorizes the City Manager to execute a Purchase Agreement with BMS Technologies for utility billing printing and mailing services, which includes the option of up to two two-year extensions.

Introduced and adopted by the City Council on 2/5/19.

This resolution is effective on 2/5/19.



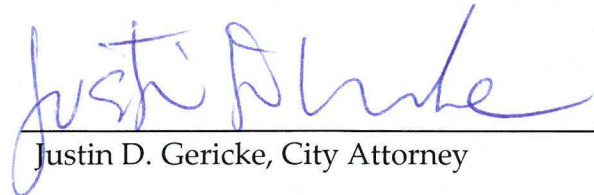
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:



Scott S. Stauffer, City Recorder



Justin D. Gericke, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Lauren Olson	
Cascade Insurance Center		PHONE (A/C, No, Ext): (541) 382-7772	FAX (A/C, No): (541) 388-5403
1201 NW Wall Street Ste 100		E-MAIL ADDRESS: lauren@cascadeinsure.com	
Bend		OR 97703	
INSURED		INSURER(S) AFFORDING COVERAGE	
Bend Mailing Services LLC, DBA: BMS Technologies		INSURER A : Travelers Casualty & Surety	
1036 SE Paiute Way		INSURER B :	
Bend		INSURER C :	
OR 97702		INSURER D :	
		INSURER E :	
		INSURER F :	
		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 19-20


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6801147N808	02/11/2019	02/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA1152N634	02/11/2019	02/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Nonowned Liab BI \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP1152N486	02/11/2019	02/11/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 certificate holder is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Milwaukie 10722 SE Main Street Milwaukie OR 97222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Oregon Workers' Compensation Certificate of Insurance



Certificate holder:

CITY OF MILWAUKIE
10722 SE MAIN STREET
MILWAUKIE, OR 97222

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured

Bend Mailing Services LLC
Bms Technologies
1036 SE Paiute Way
Bend, Or 97702-1658

Producer/contact

SAIF Corporation
Portland Service Center
971.242.5001 servic@saif.com

Issued

01/31/2019

Policy

854139

Period

03/01/2018 to 03/01/2019

Limits of liability

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Body Injury by Disease	\$500,000 policy limit

Description of operations/locations/special items

Business Process Outsource Provider

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

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

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812