

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND BMS TECHNOLOGIES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and BMS Technologies, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of printing, processing and mailing of invoices and permits.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$209,712). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2022.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director of Environmental Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. § 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sandra Estrin, Deputy Director  
Address: 2000 Alameda de las Pulgas, Suite 100  
San Mateo, CA 94403  
Telephone: 650.372.6223  
Facsimile: 650.627.8244  
Email: sestrin@smcgov.org

In the case of Contractor, to:

Name/Title: Nick Di Spaltro, President and CEO/Jeff Evans, Executive Vice President  
Address: 1036 SE Paiute Way  
Bend, OR 97702  
Telephone: (541) 388-0789  
Facsimile: (541) 383-1817  
Email: jeff@bms-technologies.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: BMS Technologies

  
\_\_\_\_\_  
Contractor Signature

April 24, 2017  
\_\_\_\_\_  
Date

Jeffrey D Evans, Executive Vice President  
\_\_\_\_\_  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

## **Exhibit A - Specifications**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

A. Processing, printing and mailing of primary invoices includes the following:

A statement on #24 bright white high quality 30% post-consumer recycled paper, with a perforated remittance coupon as approved by County.

The statement will be printed on a full color front with a special message area, and a color back with any static information County wishes to include.

A #10 boot window envelope for initial delivery, and a #9 window envelope for remittances. The delivery point barcode will be visible through both windows.

Small changes to the statement form, and once annual redesigns, may be done at no additional cost to County.

All processing, development, and labor hours necessary for producing each job.

The per piece price includes USPS postage and is based on the current USPS quantity requirements for pre-sorted discounted postage at the estimated monthly quantity of 1,800.

Include full-color pictures.

B. Processing, printing and mailing of secondary invoices includes the following:

A statement on #24 bright white high quality 30% post-consumer recycled paper, with a perforated remittance coupon as approved by County.

The statement will be printed on a full color front with a special message area, and a color back with any static information County wishes to include.

A #10 boot window envelope for initial delivery, and a #9 window envelope for remittances. The delivery point barcode will be visible through both windows.

Small changes to the statement form, and once annual redesigns, may be done at no additional cost.

All processing, development, and labor hours necessary for producing each job.

This per piece price includes USPS postage and is based on the current USPS quantity requirements for pre-sorted discounted postage, at the estimated monthly quantity of 200. If the quantity of secondary invoices reaches the 500+ piece standard, the per piece price will be the same as the primary invoices.

Include full-color pictures.

For both Primary and Secondary Invoices, options for Kraft envelopes and color designators for remittance envelopes are available for a nominal fee.

Variable Color Duplex Print options are also available upon request allowing County to selectively highlight important messages; this option is normally utilized for late notices. This service is available through a partnership with Xerox, using the first single-engine full-color duplex digital web press in the U.S.

C. Processing, printing and mailing of health permits includes the following:

NCOA processing and reporting.

Intelligent Mail Barcoding, which will allow the USPS to deliver permits in a more timely manner.

IMB Tracing, so County can track approximate delivery date.

A permit on #24 bright white high quality 30% post-consumer recycled paper, formatted as approved by County.

A #10 boot window envelope for delivery. The delivery point barcode will be visible through the #10 boot window envelope.

All processing, development, and labor hours necessary for producing each job.

Contractor will utilize the Variable Color Simplex Print option for the permits.

The per piece price is based on the permits being formatted as approved by County. The mailing address must be extractable text. If the permit file changes in the future, this process may need to be modified to accommodate these changes. The pricing may also change to accommodate technology requirements.

Options for Kraft envelopes are available for a nominal fee.

D. Additional Inserts:

Contractor will print and mail additional inserts which County may require. These inserts may be included with every statement, or printed in-line to be inserted with selective statements. Currently selective inserts are programmed using barcodes similar to those used for invoice sequencing. However, Contractor is developing technology, which will eliminate the need for these barcodes, ensuring the integrity of the insert art while still maintaining accuracy.

Contractor can provide services to fold and insert additional pieces, which may be printed by a third party. Contractor's Insert Manager will consult with County, and the pieces must be tested for compatibility with County's equipment, prior to initiating the job.

E. Services:

1. Start Up

Contractor will provide start-up of service, programming, consulting, and labor at no cost to County.

2. Additional services beyond those described in Exhibit A, such as special projects, remapping of the statement, or other projects that may arise, will be outlined and mutually agreed upon before work is initiated and will be billed at the hourly rates in Exhibit B. Such services include the following:

- a. Custom Programming Services
- b. Custom Design Services

F. Travel:

The need for travel will be determined and mutually agreed upon in advance by Contractor and County.

G. Support Services:

Cross-trained and knowledgeable staff is available to assist County staff should any problem arise. Contractor staff will be present between 8:30 am and 5:00 pm PST to field calls and provide assistance. Contractor will provide County with a list of cell phone numbers of key staff members to provide 24-hour support on an as needed basis.

#### H. Optional Services:

Contractor is able to produce County's billing statements and permits without the purchase of any additional services. Listed are additional options for County to consider:

1. Online-Billpay (e-statements/online payments)

Online-Billpay suite alongside the statement service increases payment timeliness and efficiency. The site offers efficient, easy-to-use Autopay, as well as a Paperless Billing features that allows your customer to stop receiving paper statements, saving you postage and paper costs. The system has been designed to be easy to deploy, learn, use, and integrate into County's existing operations. The site has a wide variety of functions that County and customers will find useful, and Contractor is open to modifying and adding features to suit County's needs.

2. Statement Services

Large bill print in color (for the visually impaired)

3. Envelope Services

Add color designator (e.g. red for late notices) on Kraft reply envelopes

4. Inkjet custom messages on outgoing envelopes

5. Supplemental Mailings

Full service direct mail printing and processing to accommodate mailings requested by County. Prices to be determined based on specific details and quantities, and mutually agreed upon before the work is initiated.

## Exhibit B - Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- |    |  |                |
|----|--|----------------|
| A. | Processing, printing and mailing of primary invoices   | \$0.53 ea.     |
| B. | Processing, printing and mailing of secondary invoices   | \$0.63 ea.     |
| C. | Processing, printing and mailing of health permits   | \$0.76 ea.     |
| D. | Additional Inserts   |                |
| 1. | Single sided third cut color ink on 80# Neenah Color Copy Cover, no bleed-recycled. Per piece printing and inserting charge  | \$0.68 ea.     |
| 2. | Single sided color ink 8.5 x 11 on 24# First-Choice, no bleed. Per piece printing, folding, and inserting charge.  | \$0.107<br>ea. |
| 3. | Double sided color ink 11x17 on 60# EarthChoice, no bleed – recycled. Per piece printing, folding, and inserting charge  | \$0.355<br>ea. |
| E  | Additional Services  |                |
| 1. | Start-up   | \$-0-          |
|    | There will be no fees to County associated with start-up of service, programming, consulting, labor or any other one-time fees.  |                |
| 2. | Additional services outside the scope of the RFP, i.e. special projects, remapping of the statement, or other projects that may arise, will be outlined and mutually agreed upon before work is initiated. |                |
| a. | Custom Programming Services  | \$79/hour      |
| b. | Custom Design Services   | \$45/hour      |

F. Travel Time

In the unlikely event that Contractor and County mutually agree that Contractor needs to travel to San Mateo County as part of delivering normal services.

Contractor will use the current year IRS acceptable itemized expense chart for mileage, room and board. Any such travel plans will be mutually agreed upon by Contractor and County prior to the event.

H. Optional Services

1. Online-Billpay

- |  |            |
|--|------------|
| a. Monthly Maintenance Fee             | \$40.00    |
| b. Registered Customer Fee (per month) | \$0.01 ea. |
| c. Paperless Fee                       | \$0.12 ea. |
| c. Transaction Fee                     | \$0.11 ea. |

**Replacing the hard costs associated with paper statements by using our Online-Billpay suite may save secure customer transactions.**

2. Statement Services

Large bill print in color (for the visually impaired)	\$1.75/per piece
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3. Envelope Services

Kraft reply envelopes	\$0.01/per piece
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Add color designator (e.g. red for late notices) on Kraft reply envelopes	\$0.01/per piece
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4. Inkjet custom messages on outgoing envelopes

For black ink	\$0.02/per piece
For red ink	\$0.03/per piece

5. Supplemental Mailings

Direct mail printing and processing costs as requested by County will be determined based on specific details and quantities, and mutually agreed upon before the work is initiated.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:** Jeffrey D Evans

**Name of Contractor(s):** BMS Technologies

**Street Address or P.O. Box:** 1036 SE Paiute Way

**City, State, Zip Code:** Bend, OR 97702

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**



**Title of Authorized Official:** Executive Vice President

**Date:** April 24, 2017

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."