



INTERGOVERNMENTAL AGREEMENT

Contract Number 4400004082

THIS AGREEMENT dated is between the Multnomah County (County) and City of Portland, acting by and through Office of Management and Finance its Printing and Distribution Division (Contractor), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 124 SW Madison St
CITY, STATE, ZIP: Portland OR 97204

Contract Documents. This Agreement includes this Intergovernmental Agreement and the following attached documents:

ATTACHMENTS

Attachment	Description
A	Statement of Work
B	Pricing

1. DEFINITIONS.

- a. **Agreement:** the entire written Agreement between the parties, including written Attachments and properly executed amendments.
- b. **County Department:** any department, section, or division of County, which utilizes this Agreement.
- c. **Contract Manager:** the County employee who shall have responsibility for the administration of this Agreement and monitoring of performance of Contractor.
- d. **ORS:** means the Oregon Revised Statutes.

2. **TERM.** This Agreement shall be in effect from the date it is fully executed until June 30, 2020. This Agreement may be extended for additional 24-month periods, subject to the written approval of Contractor and County. Upon expiration of the initial term or any extension term, Contractor agrees to continue to provide service on a month-to-month basis under the terms and conditions of this Agreement for such time as is reasonably necessary for County to obtain a new contractor.

3. **STATEMENT OF WORK:** The Contractor agrees to furnish Printing Services as specified in the Statement of Work in Attachment A.

4. **CONSIDERATION.** The County agrees to pay Contractor for performance of work done pursuant to this Agreement in accordance with Attachment B.

5. **TERMINATION.** This Agreement may be terminated by either party upon 30 days written notice.

6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this Agreement.

7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
12. **PAYMENT/BILLING.**
 - a. County shall be required to accept and pay for only the exact quantities stated in approved Printing Service Request forms. A County Department may, but shall not be required to, accept under-runs and overruns.
 - b. All invoices must be billed to "Multnomah County" and include the following information:
 - Invoice number and invoice date,
 - Vendor name and address,
 - Multnomah County contract number 4400004082,
 - Dates of service covered by invoice,
 - Total charge per billing category, and
 - Total invoice amount.

In addition, billing reports will be provided as specified in Section E of Attachment A.

13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This Agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
14. **DATA USE.**
 - a. The Parties agree to share the data identified in this Agreement, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in this Agreement for the purposes described in this Agreement.
 - b. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Agreement and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Agreement or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Agreement or as required by law.

- c. County agrees to use commercially reasonable efforts to ensure the data and media provided to Contractor under the Agreement for Printing Services does not contain PHI if such disclosure is prohibited by applicable law.
- d. If a Service Request for printing services will involve County data protected under 42 CFR Part 2, then the County will identify this relevant data is involved in a prominent manner on the Service Request, and the following terms shall apply.
 - (i) Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - (ii) Contractor acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. Contractor will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
 - (iii) Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.
 - (iv) Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Agreement will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

15. ADDITIONAL TERMS:

- a. The County reserves the right to purchase any item covered under the Statement of Work from other sources.
- b. The County shall not be responsible for any taxes or assessments applicable to this Agreement, whether such taxes or assessments are imposed by federal, state or local governments. It is agreed that the Contractor has anticipated such taxes and assessments, if any, and included them in its pricing.
- c. All printing, binding, and stationery work shall be performed within Oregon, except as otherwise allowed in ORS 282.210(2). If any such work is legally performed outside of Oregon, it shall be performed under conditions of labor and employment that substantially conform to the laws of this state with respect to hours of labor, the minimum wage scale for women and minors, and the rules and regulations promulgated by the Oregon Wage and Hour Division regarding conditions of employment, hours of labor and minimum wages.
- d. The service or services to be rendered under this Agreement are those of an independent Contractor. Contractor is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

3/12/2018 CAO

- e. Goods and services provided under this Agreement shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

16. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

3/12/2018 CAD

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

Contract Number: 4400004082

CONTRACTOR SIGNATURE

I have read this Agreement including any attached Exhibits and Attachments. I understand the Agreement and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

Signature: _____

Title: Mayor, City of Portland

Name (print): Ted Wheeler

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Agreement is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Debra M. K. Bynum

Date: 7/31/18

Department Director Review (optional):

Director or Designee: [Signature]

Date: 6.27.18

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: Bernadette Nunley (via email)

Date: 6/27/18

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

Contract Number: 4400004082

Attachment A

Statement of Work

A. Ordering:

- a. County shall utilize the eSR (electronic Service Request) via the City's website or a Printing Service Request form to order printing services. Other forms of ordering may be utilized throughout the course of the Agreement (i.e. through the Multnomah County Marketplace, online, Internet, or email), provided that both parties approve of them in writing, prior to use.
- b. It is the responsibility of the Contractor to ensure through visits to and consultation with County that the materials, products, services and items supplied under this Agreement perform satisfactorily.
- c. A County Department may request changes to work described in a Printing Service Request at any time. The County Department shall be responsible for any additional Contractor costs resulting from the request and the delivery schedule shall be adjusted as mutually agreed by the County Department and Contractor.
- d. A County Department may cancel a Printing Service Request upon written notice to the Contractor. Upon receipt of this written notice, Contractor shall stop performance as directed. The Contractor shall bill the County Department for all completed work through the normal billing procedures as provided in this Agreement, and the County shall pay for all completed work.

B. Specifications and Quality:

- a. Contractor hereby agrees that Contractor shall be bound by specifications as listed on all approved Printing Service Request forms.
- b. The Contractor shall be required to furnish printing quality to meet accepted standards of medium quality black and white printing as defined in the Franklin Offset Catalogue. There shall be minimal quality loss during reproduction of the job. Quality shall be as good as, or better than, the originals provided by the County Department. Quality shall be consistent throughout.
- c. If a required specification is omitted, Contractor shall contact the County Department placing the order for clarification. If a specification concerning quality or workmanship is omitted Contractor shall in every such instance use only first quality materials and workmanship.
- d. Any brand names or trade names used herein are for the purpose of describing and establishing standards of quality, performance and characteristics desired. Contractor may, with prior written County approval substitute products substantially equivalent to those specified, unless the Agreement expressly provides that only a particular brand or product is acceptable. All proposed brand and product substitutions shall be subject to the County's approval.
- e. Contractor shall use recycled paper that meets all specifications when available. Contractor shall comply with ORS 279.545 and provide certification of recycled content.

C. Delivery

- a. Completed work shall be subject to inspection and testing by the County at times and places determined by the County. If the County finds completed work is not complete or not in compliance with the specifications on a Printing Service Request, the County may reject the goods and require the Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances as determined by the County. If the Contractor is unable or refuses to cure any defects in completed work within 24 hours of notification that the work has been rejected, the County Department placing the order may cancel the Printing Service Request. Nothing in this paragraph shall in any way affect or limit the County Department's right as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- b. All deliveries within Multnomah County shall be FOB destination with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the County Department, except as to latent defects.

- c. **Pick Up Locations And Times:** The Contractor shall work closely with the County to facilitate the efficient pick-up and delivery of contracted work. The County shall pick up work orders as a part of its interoffice mail delivery duties. The Contractor shall deliver finished work, and pick up orders to be processed, at the County Mail room at 501 N. Dixon on daily basis. These deliveries shall take place before the start of the County's morning and afternoon interoffice deliveries. The County shall deliver work orders to the Contractor late enough each work day to ensure that all work orders collected that day are delivered to the Contractor. Work that delivers to centrally located, high volume locations shall be delivered directly by the Contractor each morning, as follows. At this time the City makes deliveries to the Multnomah Building (2), McCoy, Lincoln and Mead buildings. All times are approximate and subject to change upon written notice and Agreement of the County.

D. Performance Assessment

- a. County and Contractor shall meet on a regular basis, not less than four (4) times per year to assess the performance of the parties under this Agreement and to discuss improvements to the administration of the Agreement by both parties. At this time, the County's Contract Manager may conduct on-site visits at Contractor's facility.
- b. Performance Assessments may include, but not be limited to:
 - i. A review of Printing Service Requests;
 - ii. Conformance to required delivery dates;
 - iii. General compliance to the Agreement terms and conditions;
 - iv. The number and type of written complaints from County Agencies regarding Contractor's quality of printed documents;
 - v. Failure to respond to requests for pricing;
 - vi. Price estimate/billed, variance analysis
 - vii. Late delivery;
 - viii. Responses to surveys by County Agencies regarding the overall performance and rating of printing services utilized year to date; and
 - ix. Other performance issues.

E. Reports.

- a. Contractor agrees to submit one (1) Printing Services Activity Report to the County's Contract Manager within 5-working days of submitting an accounts receivable (AIR) transmittal to the County. The report must be in Microsoft Excel format.
- b. Contractor agrees to submit one (1) Printing Services Paper Stock Report to the County's Contract Manager within 5-working days of submitting an accounts receivable transmittal to the County. The report must be in Microsoft Excel format.
- c. Contractor agrees to submit one (1) Printing Services Detail Report to DCM Business Services within 5-working days of submitting an accounts receivable transmittal to the County. The report must be in RTF format.
- d. Contractor agrees to submit one (1) invoice file (for upload into the County's financial system) to DCM Business Services within 5-working days of submitting an accounts receivable transmittal to the County. The file must be in pipe-delimited text format, columns will include the City invoice number and validated County cost objects.
- e. County agrees to provide a Purchasing Activity Report to the Contractor on a quarterly basis. The County's Purchasing Activity Report shall include all purchasing activity relative to printing purchases made through sources other than the Contractor. At a minimum, the Purchasing Activity Report shall include the County Department, Contractor, Purchase Order Number, and dollar amount paid to purchasing source.

F. County Cost Object Validation:

- a. County agrees to FTP to the Contractor, on a weekly basis, three separate pipe-delimited files, one each containing all active County Cost Centers, all County Orders, and all County WBS elements. The County will stop sending the Orders file after Workday is implemented, but they will continue the weekly send of the Cost Center and WBS files. The purpose of these files is to validate the County cost objects that will be assigned to each work order by County P&D customers.
- b. County agrees to assign a valid County cost object to each submitted work order request.
- c. Contractor agrees to validate the County cost objects on each work order against the FTP files before billing work order requests.
- d. Contractor and County employees agree to work together to resolve invalid cost objects assigned to work order requests before work order requests are billed and subsequently reported and invoiced to the County.

*****Exhibit B to Contract *****

**Printing Services
Statement of Work**

II Item Detail

1 Standard Quick Copy

Originals:	Copy ready, reflective or digital
Ink/toner	Black Only
Paper	See below
Sizes	Up to 8.5 x 14
Packaging	See below
Minimum Order	None
Standard Turn Time	Up to 5,000 impressions, assembled or not, stapled, drilled, single or double sided -- Next Business Day

Line	Service	Price/Sheet	Previous Price	Proposed Change
1.1	8.5 x 11, 20# white	\$ 0.0365		
1.2	8.5 x 11, 20# pastel	\$ 0.0380		
1.3	8.5 x 14, 20# white	\$ 0.0440		
1.4	8.5 x 14, 20# pastel	\$ 0.0460		
1.5	8.5 x 11, 90# white	\$ 0.0500		
1.6	8.5 x 11, 90# pastel	\$ 0.0515		

2 Premium Quick Copy

Originals:	Copy ready, reflective or digital
Ink/toner	Black Only
Paper	See below
Sizes	Up to 11 x 17
Packaging	See below
Minimum Order	None
Standard Turn Time	Up to 5,000 impressions, assembled or not, stapled, drilled, single or double sided -- Next Business Day

	Service	Price/Sheet	Previous Price	Proposed Change
2.1	8.5 x 11, 20# white	\$ 0.0530		
2.2	8.5 x 11, 20# pastel	\$ 0.0545		
2.3	8.5 x 14, 20# white	\$ 0.0685		
2.4	8.5 x 14, 20# pastel	\$ 0.0705		
2.5	11 x 17, 20# white	\$ 0.0815		
2.6	11 x 17, 20# pastel	\$ 0.0845		
2.7	8.5 x 11, 90# white	\$ 0.0665		
2.8	8.5 x 11, 90# pastel	\$ 0.0680		
	Digital File Set-Up	\$ 1.1800		
	Address Set-up	\$ 11.9000		
	Addressing - per address/sheet	\$ 0.0185		

*****Exhibit B to Contract *****

**Printing Services
Statement of Work**

3	Standard Bindery	Price	Previous Price	Proposed Change
3.10	Wrap per each	\$ 1.0500		
3.11	Box/Carton per each	\$ 2.2500		
3.12	Drill 2-top or 3-left (approx 500 sheets)	\$ 0.7800		
3.13	Cut per lift (approx 500 sheets)	\$ 0.6900		
3.14	Pad per sheet	\$ 0.0035		
3.15	Standard fold set up	\$ 7.0000		
3.16	Standard fold per sheet	\$ 0.0135		
3.17	Tab per tab	\$ 0.0320		
3.18	5-Cut tabs, per set	\$ 1.0500		
3.19	Hourly Rate	\$ 71.3800		

4 Color Quick Copy

Originals:	Copy ready, reflective or digital
Ink/toner	Four-Color Process/Toner
Paper	Standard Paper Prices
Sizes	Up to 11 x 17
Minimum Order	None
Standard Turn Time	Up to 2,500 Impressions, assembled or not, stapled, drilled, single or double sided -- Next Business Day Larger orders - as negotiated

	Service	Price per Image	Previous Price	Proposed Change
4.1	Digital Color; 8.5 x 11; 1-499	\$ 0.2150		
4.2	Digital Color; 8.5 x 11; 500+	\$ 0.1650		
4.3	Digital Color; 11.0 x 17; 1-499	\$ 0.3800		
4.4	Digital Color; 11.0 x 17; 500+	\$ 0.3200		

Larger quantities as negotiated

Digital File Set-Up	\$ 1.1800
Scan To File	\$ 0.0480

*****Exhibit B to Contract *****

Printing Services

Statement of Work

5 Business Cards

Originals:	Copy ready, reflective or digital
Ink/toner	Four-Color Process/Toner
Paper	80# Cover
Sizes	Standard
Minimum Order	1-Box (Approx 250 cards)
Standard Turn Time	7 working days

	Service,	Price per Box	Previous Price	Proposed Change
5.1	Digital Black	\$ 16.8500		
5.15	Two sided	\$ 24.1500		
5.2	Digital Color	\$ 29.7500		
5.25	Two sided	\$ 52.9000		

6 Standard Offset Printing

Originals:	Copy ready, reflective or digital
Ink	Black/3-color
Paper	See below
Sizes	Business Envelopes or 8.5 x 11.0
Packaging	See below
Minimum Order	500
Standard Turn Time	7 working days

	Service	Price	Previous Price	Proposed Change
6.1	24# letterhead (3-color) 1st 500	\$ 81.1000		
6.15	24# letterhead (3-color) add. 500	\$ 46.2500		
6.2	20# bond (black) 1st 500	\$ 46.6000		
6.25	20# bond (black) add. 500	\$ 11.7500		
6.3	2pt NCR - 1st 500	\$ 55.6000		
6.35	2pt NCR - add. 500	\$ 20.7500		
6.4	3pt NCR - 1st 500	\$ 57.6000		
6.45	3pt NCR - add. 500	\$ 22.7500		
6.5	#10 envelopes - 1st 500	\$ 51.6000		
6.55	#10 envelopes - add. 500	\$ 20.2500		
6.6	#10 window envelopes - 1st 500	\$ 52.8500		
6.65	#10 window envelopes - add 500	\$ 21.5000		
6.7	#9 envelopes - 1st 500	\$ 51.3500		
6.75	#9 envelopes - add. 500	\$ 20.0000		

1-Jul-18