

INTERGOVERNMENTAL AGREEMENT
for
Printing Services

THIS AGREEMENT is between the Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon, 97232-2736 acting by and through its Purchasing Section, hereafter called "Metro", and City of Portland, acting by and through its Printing and Distribution Division, hereafter called "Contractor".

WHEREAS, when an agreement under ORS 190.010 has been entered into, the unit of local government designated therein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the agreement, its officers and agencies.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Definitions

"Agreement" means the entire written agreement between the parties; including, but not limited to this Agreement; and any Exhibits; written amendments, if any.

"Contractor" means City of Portland/ Printing and Distribution Services, whom Metro has contracted for the purchase of goods and/or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous.

"Metro" means Metro acting by and through its Purchasing Section, as a principal party to Agreement.

"Metro Center" means any department, section, or division of Metro, which utilizes this Agreement.

"Contract Manager" means the Metro employee who shall have responsibility for the administration of this Agreement and monitoring of performance of Contractor.

"ORS means the Oregon Revised Statutes.

Capitalized terms used in these Terms and Conditions and not otherwise defined shall have the meanings assigned to them elsewhere in the Agreement.

2. Agreement: This Agreement consists of the following documents: this Agreement, Exhibit A, Exhibit B. All attached Exhibits are hereby incorporated by reference.

3. Term: This Agreement shall be in effect until June 30, 2011 from the date it is fully executed. This Agreement may be extended for additional twelve (12) month periods, subject to the written approval of Contractor and Metro.

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 Metro to obtain a new contractor.

4. Statement of Work: The Contractor agrees to furnish printing services for Metro as specified in the Statement of Work in Exhibit B attached hereto.

5. Consideration: Metro agrees to pay Contractor for performance of work done pursuant to this Agreement in accordance with Exhibit B that is attached hereto.

6. Ordering: Metro Centers shall utilize a Printing & Distribution Electronic Service Request to order printing services. Other forms of ordering may be utilized throughout the course of the Agreement (i.e. Printing Service Request form), provided that both parties approve of them in writing, prior to use.

7. Compliance with Laws: Contractor shall comply with all federal, state and local laws, regulations, executive

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orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The provisions required by ORS 279.312, 279.314, 279.316, 279.320, and to be in a public contract are incorporated by reference herein.

8. Retention of Records and Report: Contractor shall retain and keep accessible all fiscal records, books, documents, papers, plans, and writings related to this Agreement for a minimum of two (2) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

9. Termination: This Agreement may be terminated by mutual written consent of both parties. This Agreement may also be terminated by either party for any reason upon thirty (30) days written notice or upon ten (10) days written notice for non-performance.

Prior to any termination, the party seeking the termination shall give to the other party written notice, as provided above, of the breach and of the party's intent to terminate. If the notified party has not entirely cured the breach within the time period provided above, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless Metro expressly directs otherwise in its written notice of termination. Upon termination of this Agreement, Contractor shall deliver to each Metro Center which has a pending order all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the Metro Center's request, Contractor shall surrender to anyone Metro designates, all documents, research or objects or other tangible things needed to complete the work. Upon termination of this Agreement, Metro shall immediately pay Contractor for work ordered by a Metro Center which is completed and accepted by Metro, and for the completed portions of incomplete work, less previous amounts paid for that same work, and less any undisputed claims which that Metro has against Contractor. If previous amounts paid to Contractor by Metro exceed the amount due to Contractor, Contractor shall refund any excess to Metro upon demand.

10. Notice: Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Metro at the address or number set forth below:

Metro: Mike Brown/Annierose Vonburg
Property Stewardship
Metro-
600 NE Grand Ave
Portland, Oregon 97232

Phone: 503-797-1509/503-797-1868
Fax: 503-797-1795
Email: mike.brown@oregonmetro.gov

Contractor: Ron Haddock
City of Portland- Printing and Distribution
124 SW Madison Avenue
Portland, Oregon 97204

Phone: 503-823-4452
Fax: 503-823-4245
Email: ron.haddock@portlandoregon.gov

or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 10. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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11. **Statutes and Purchasing Rules:** The Oregon Revised Statutes are incorporated in the Agreement as if printed below. Metro is also bound by the Metro Contracting Code.
12. **Non-Exclusivity:** Metro reserves the right to purchase any item covered under the Statement of Work (Exhibit B) from other sources. Where such purchases require formal competitive bids (defined herein as greater than \$50,000), Contractor shall be entitled to bid.
13. **Adherence to Specifications:** Contractor hereby agrees that Contractor shall be bound by and shall comply with all of the specifications in Exhibit B and all other specifications as listed on all approved Printing Service Request forms.
14. **Quality:** 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 no quality loss during reproduction of the job. Quality shall be as good as or better than the originals provided by the County Agency. Quality shall be consistent throughout.
15. **Omission of Specification:** If a required specification is omitted, Contractor shall contact the Metro Center 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.
16. **Exact Quantities:** Metro shall be required to accept and pay for only the exact quantities stated in approved Printing Service Request forms. Metro may, but shall not be required to, accept under-runs and overruns.
17. **Brand Names:** 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 Metro 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 Metro's approval.
18. **Recycled Paper:** Contractor shall use post consumer waste recycled paper that meets all specifications when practical. Contractor shall comply with ORS 279B.270 and provide certification of recycled content.
19. **Taxes:** Metro 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.
20. **In-State Performance of Work; Foreign Contractor:** 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.
21. **Independent Contractor Status:** 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 Metro as those terms are used in ORS 30.265.
22. **Workers' Compensation:** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials shall be self-insured as a local government or be subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.
23. **Safety and Health Requirements:** 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.

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24. Delivery:

a. All deliveries 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 Metro, except as to latent defects.

b. Pick Up Locations And Times: The Contractor shall work closely with Metro to facilitate the efficient pick up and delivery of contracted work. Metro shall pick up paper service requests as a part of its interoffice mail delivery duties. The Contractor shall deliver finished work, and pick up orders to be processed, at the Metro Mailroom at 600 NE Grand Ave twice per day. These deliveries shall take place before the start of Metro's morning and afternoon interoffice deliveries. Work that delivers to centrally located, high volume locations shall be delivered directly by the Contractor each morning, as follows. All times are approximate and subject to change upon written notice and agreement of Metro.

Building #	Delivery Times	Pick-up Times
128/600 NE Grand	7:30-7:45AM, 2:30-2:45PM	7:30-7:45AM, 2:30-2:45PM
Oregon Zoo	Per Request	
Blue Lake Park	Per Request	
Oxbow Park	Per Request	
Metro Central Transfer Station	Per Request	
Metro South Transfer Station	Per Request	

25. Proper Product Performance: It is the responsibility of the Contractor to ensure through visits to and consultation with Metro that the materials, products, services and items supplied under this Agreement perform satisfactorily.

26. Change Orders: Metro may request changes to work described in a Printing Service Request at any time. Metro shall be responsible for any additional Contractor costs resulting from the request and the delivery schedule shall be adjusted as mutually agreed by Metro and Contractor.

27. Inspections: Completed work shall be subject to inspection and testing by Metro at times and places determined by Metro. If Metro finds completed work is not complete or not in compliance with the specifications on a Printing Service Request, Metro 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 Metro. 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 Metro Center placing the order may cancel the Printing Service Request. Nothing in this paragraph shall in any way affect or limit Metro's right as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

28. Cancellation of Service Request: Metro 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 Metro for all completed work through the normal billing procedures as provided in this Agreement, and Metro shall pay for all completed work.

29. Performance Assessment: Metro 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, Metro's Contract Manager may conduct on-site visits at Contractor's facility.

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Performance Assessments may include, but not be limited to:

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| <ul style="list-style-type: none">(1) A review of Printing Service Requests;(2) Conformance to required delivery dates;(3) General compliance to the Agreement terms and conditions;(4) The number and type of written complaints from Metro Agencies regarding Contractor's quality of printed documents; | <ul style="list-style-type: none">(5) Failure to respond to requests for pricing;(6) Price estimate/billed, variance analysis(7) Late delivery;(8) Responses to surveys by Metro Agencies regarding the overall performance and rating of printing services utilized year to date; and(9) Other performance issues. |
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30. Reports

a. Contractor agrees to provide a Billing Detail Report (Exhibit A) with each invoice for each Metro account. This report shall include Metro provided department codes, Contractor's work order number per job submitted, and the charge for that order.

b. Contractor agrees to provide a Paper Usage Report for each Metro Account after each billing period. This report shall include a summary of all paper used that met EPA minimum recycled content standards, all paper used that exceeded those standards, and all paper used that did not meet the standards.

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

32. Negatives: All negatives in completed flats shall remain Metro property and be delivered to Metro immediately upon completion of the work, unless otherwise stated. All returns (proofs, samples, or negatives) shall be identified with the Printing Service Request number and Metro Center name. All art, paste-ups, copy and photographs shall remain the property of Metro and, unless otherwise stated, shall be returned to Metro upon completion of the work.

33. Payment:

a. Method: Metro shall pay from an invoice that is generated by the Contractor monthly.

b. Completion: Payment for completion of Metro agreements is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue accounts charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

34. Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond the party's reasonable control. Metro may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

35. Hold Harmless: Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Metro shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the negligence of Metro in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless Metro from and against all liability, loss and costs arising out of or resulting from the negligence of Contractor in the performance of this agreement.

36. Access to Records: The Contractor shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records relating to this Agreement in such a manner as to clearly document Contractor's performance hereunder. Metro and its Centers, the Metro Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Agreement to perform examination and audits and to make excerpts and transcripts.

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37. **Governing Law; Jurisdiction; Venue:** The Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines.
38. **Confidentiality:** Originals may be of confidential nature. In such cases, the Contractor shall be advised of the confidentiality and the Contractor shall protect the documents to the extent provided by the law. The Contractor shall return all paper waste and overruns to Metro with the order.
39. **Charges:** Charges are listed in Exhibit B. Regardless of the charges on Exhibit B, Metro shall always receive the lowest per unit charges offered by Contractor. Contractor shall not increase the charges listed in Exhibit B without thirty day's written notice to Metro and written agreement by Metro. Metro shall receive Agreement pricing for all work that is covered by this Agreement, including work on orders that also require custom services for which no there is no set price under this Agreement.
40. **Integration; Modification; Waiver and Consent:** This Agreement and the attached Exhibits contain the entire agreement between Metro and the Contractor on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary Metro and Contractor approvals have been obtained. No waiver or consent shall be effective unless signed by the party against whom the waiver or consent is asserted, and such waiver or consent is only effective in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the date above written.

City of Portland

Metro

Signature

Signature

Title

Title

Date

Date

Approved as to Form:

Reviewed:

APPROVED AS TO FORM

Deputy City Attorney

Office of the Metro Attorney

5/2/10

CITY ATTORNEY

Date

Date

Wednesday, March 03, 2010

City of Portland
 OMF --- Business Operations
 Printing and Distribution Services
 Outside Agency Billing Detail Report

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User 5		O:4MFPD000000		Billing Period 8		From 2/1/2010 To 2/28/2010	
Service	Identifier			Billing Amount			
Print WO	1090666			\$27.50			
Print WO	1090877			\$27.50			
Print WO	1090879			\$61.00			
Print WO	1091034			\$161.70			
Print WO	1091441			\$27.50			
Print WO	1091444			\$27.50			
Print WO	1091445			\$27.50			
Print WO	1091446			\$27.50			
Print WO	1091447			\$27.50			
Print WO	18815			\$252.41			
Print WO	774813			\$352.10			
Print WO	774814			\$73.67			
Print WO	774816			\$52.63			
Print WO	774818			\$18.32			
MAIL HANDLING	5 970 08			\$163.14			
POSTAGE	5 971 08			\$2,253.56			
					User 5	Total:	\$3,581.03

rptBillingOutsideAgencyDetail

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**Printing Services
Statement Of Work**

I. General

1. Stock: The following 20# bond colors, in sizes to 8.5 X 14, shall be available upon request: White, blue, buff, canary, pink, goldenrod, green, salmon, gray, and ivory. Paper stock must contain at least 30% post consumer recycled content.
2. Composition: Copy shall be prepared by Metro as computer generated copy, cut and paste pages, or previously printed documents, and shall be submitted in Acrobat PDF or camera ready form. Originals shall be submitted in single sheets, free of staples. In the case of previously printed documents, camera ready copy may be on both sides of the sheet. Page sequence may be indicated with blue non-produce pencil. Copy may be printed on one or two sides. Copy may also be submitted as electronic files.
3. Collating: Hand collating jobs with more than three different types or colors of stock or more than one size of stock shall be charged at the hourly rate agreed to in line 3.13 of the pricing schedule.
4. Stapling: Single stapling upper left on a maximum of 70 sheets including the covers shall be at no charge for all quick copy services.
5. Folding: If multiple sheets are to be folded, the hourly rate agreed to in line 3.13 of the pricing schedule for handwork shall be applied.
6. Tabbed Divider: County Agency may request printing of 1/5th cut, letter size tabbed dividers. If such printing is requested, camera ready copy shall be supplied. Mylar reinforcing is not included in this Agreement. Tabs shall be three hole drilled by Contractor.
7. Binding: GBC binding and plasticcoil binding may be required. Contractor shall have the colors white, blue and black and the sizes 1/4" to 2" combs in stock and available to Metro Agencies at all times. If other colors are available at no additional charge, please state colors that will be offered in addition to white, blue and black: N/A
8. Trimming: Contractor may be required to trim sheets to a smaller size.
9. Package: Orders shall be delivered using Metro supplied envelopes, carton packed, boxed, or Kraft wrapped by the Contractor as appropriate for the size of the order. Shrink wrap shall not be used unless authorized by user submitting a service request.

**Printing Services
Statement Of Work**

II. Item Detail

1.0 Package # 1-Standard Quick Copy
 Originals: Camera Ready, Reflective Or Digital
 Ink/Toner: Black Only
 Paper: See Below
 Sizes: Up To 8.5 X 14
 Packaging: Plastic Wrap Per Approx. 500 Sheets; Box Every 2500-5000 Sheets
 Min. Order: None
 Std. Turnaround: Up To 5,000 impressions, Assembled Or Unassembled, Stapled Or Drilled, Single Or Double Sided-Next Working Day.

Line	Service	PRICE/SHEET
1.1	8.5 X11, 20# White	.03
1.2	8.5 X11, 20# Color	.032
1.3	8.5 X14, 20# White	.0365
1.4	8.5 X14, 20# Color	.038
1.5	8.5 X11, 100# White	.041
1.6	8.5 X11, 100# Color	.042

Digital File Set-Up: \$1.00 Per File
 Scan To File: \$.02 Per Page

2.0 Package # 2-Premium Quick Copy Services
 Originals: Camera Ready, Reflective Or Digital
 Ink/Toner: Black Only
 Paper: See Below
 Sizes: Up To 11 X 17
 Packaging: Plastic Wrap Per Approx. 500 Sheets, Box Every 2500-5000 Sheets
 Min. Order: None
 Std. Turnaround: Up To 5,000 impressions, Assembled Or Unassembled, Stapled Or Drilled, Single Or Double Sided-Next Working Day.

Line	Service	PRICE/SHEET
2.1	8.5 X 11, 20# White	.044
2.2	8.5 X 11, 20# Color	.046
2.3	8.5 X 14, 20# White	.0615
2.4	8.5 X 14, 20# Color	.063
2.5	11 X 17, 20# White	.068
2.6	11 X 17, 20# Color	.07
2.7	8.5 X 11, 100# White	.055
2.8	8.5 X 11, 100# Color	.056

Digital File Set-Up: \$1.00 Per File
 Scan To File: \$.02 Per Page

Exhibit B

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**Printing Services
Statement Of Work**

3.0 Package # 3-Standard Bindery
 Originals: N/A
 Ink/Toner: N/A
 Paper: N/A
 Sizes: N/A
 Packaging: N/A
 Min. Order: N/A
 Std. Turnaround: N/A

Line	Service	PRICE
3.1	Wrap Per Each	.75
3.2	Box Per Each	1.90
3.3	Drill (2-Top/3-Left) Per Approx. 500 Sheets	.65
3.4	Cut Per Approx. 500 Sheets	.55
3.5	Pad Per Sheet	.0028
3.6	Fold Setup	6.00
3.7	Fold(1/2,Letter,DbI Parallel ,Z) Per Sheet	.011
3.8	Tab Per Tab	.026
3.9	Address Setup	10.00
3.10	Address Per Address	.015
3.11	Chip Per Board	.275
3.12	5 th Cut Tabs Per Set	1
3.13	Hourly Rate	56.40

4.0 Package # 4-Color Copies
 Originals: Camera Ready, Reflective Or Digital
 Ink/Toner: Color Toner
 Paper: 20# White Bond
 Sizes: Up To 11 X 17
 Packaging: Plastic Wrap Per Approx. 500 Sheets, Box Every 2500-5000 Sheets
 Min. Order: None
 Std. Turnaround: As Negotiated

Line	Service	PRICE/COPY
4.1	8.5 X 11-Graphics, Short Run	.40
	8.5 X 11-Production Run<300	.30
	8.5 X 11-Production Run>300	.20
4.2	11 X 17-Graphics, Short Run	.75
	11 X 17-Production Run<300	.55
	11 X 17-Production Run>300	.35

Digital File Set-Up: \$1.00 Per File
 Scan To File: \$.02 Per Page