



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 16-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AGREEMENT WITH CASCADE FORM SYSTEMS AND WRIGHT IMAGING 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 utility billing invoices monthly; and

WHEREAS, the City of Milwaukie performed a request for quote for printing and mailing services upon expiration of the existing contract; and

WHEREAS, the evaluation committee reviewed the quotes and selected Cascade Form Systems and Wright Imaging for printing and mailing utility billing services.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, Oregon, directs the City Manager to sign a purchase agreement contract with Cascade Forms and Wright Imaging effective March 1, 2016.

Introduced and adopted by the City Council on February 16, 2016.

This resolution is effective on February 16, 2016.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



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

THIS CONTRACT is made and entered into this 19th of January, 2016, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and Cascade Form Systems, Inc. and Wright Imaging, Inc., hereinafter called "Contractors."

RECITALS

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

WHEREAS, Contractors are in the business of selling certain goods and services and are aware of the purposes for which City will use the goods,

THEREFORE, City and Contractors wish to enter into a contract under which City shall purchase the goods and services described in Contractors' 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 and services from Contractors 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. Contractors shall be responsible for the delivery of goods and services in accordance with Exhibit B and the terms and conditions of this Contract.

EFFECTIVE DATES AND DURATION

This Contract shall become effective upon March 1, 2016 and shall expire, unless otherwise terminated or extended, on February 28, 2018. The City shall also retain the rights to one (1) one-year extension to the Contract.

COMPENSATION

City agrees to compensate Contractors 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. Payment shall be on a unit price only for those goods or services received in an acceptable condition to City. Compensation over the life of this Contract is not to exceed one hundred fifty thousand dollars (\$150,000). 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.

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 of Milwaukie:	Contact for Cascade Form Systems, Inc.:
Attn: Joe Gardner	Attn: Linn Haglund
10722 SE Main Street Milwaukie, Oregon 97222	Address: 14050 SW Pacific Hwy, Suite 206, Tigard, OR 97223 PO Box 23905, Tigard, OR 97281-3905
Phone: 503-786-7597	Phone: 503-639-0799
Fax: 503-786-7528	Fax: 503-684-6461
Email Address: gardnerj@milwaukieoregon.gov	Email Address: cascadeforms@comcast.net
	Contact for Wright Imaging, Inc.:
	Attn: Melisa Otrugman
	Address: 13107 NE Airport Way, Portland, OR 97230
	Phone: 503-445-3263
	Email Address: motrugman@wrightimg.com

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

Accounting Contact for City of Milwaukie:	Accounting Contact for Cascade Form Systems, Inc.:
Attn: Kelli Tucker	Attn: Linn Haglund
10722 SE Main Street Milwaukie, Oregon 97222	Address: 14050 SW Pacific Hwy, Suite 206, Tigard, OR 97223 PO Box 23905, Tigard, OR 97281-3905
Phone: 503-786-7523	Phone: 503-639-0799
Fax: 503-786-7528	Fax: 503-684-6461
Email Address: tuckerk@milwaukieoregon.gov	Email Address: cascadeforms@comcast.net
Invoice Email Address: ap@milwaukieoregon.gov	
	Accounting Contact for Wright Imaging, Inc.:
	Attn: Melisa Otrugman
	Address: 13107 NE Airport Way, Portland, OR 97230
	Phone: 503-445-3263
	Email Address: motrugman@wrightimg.com

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractors acknowledge that for all purposes related to this Contract, Contractors are 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 Contractors are 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 Contractors under the terms of this Contract, to the full extent of any benefits or other remuneration Contractors receive (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 Contractors or to a third party) as a result of said finding.

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

INDEMNIFICATION

Contractors 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 Contractors 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

Contractors 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 Contractors shall provide at least the following limits and coverages:

a. Commercial General Liability Insurance

If Contractors will be installing or testing the goods, or otherwise performing services on City's premises, Contractors 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 Contractors hire a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

b. Business Automobile Liability Insurance

If Contractors will be delivering the goods, Contractors 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 Contractors hire a carrier to make delivery, Contractors shall ensure that said carrier complies with this paragraph.

c. Workers' Compensation Insurance

The Contractors, 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 Contractors 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. Contractors, 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

CASCADE FORM SYSTEMS, INC.



Signature

Signature

William A. Monahan, City Manager

Printed Name & Title

Printed Name & Title

2/16/16

Date

Date

WRIGHT IMAGING, INC.

Signature

Printed Name & Title

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. Buyer's Order 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. Buyer'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 Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. **Warranty.** Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. 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 Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. **Inspection and Acceptance.** At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.
If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller 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 Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefore.
4. **Delivery.** If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller 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. Seller shall notify Buyer 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 Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. **Buyer-Furnished Materials.** Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.
6. **Taxes.** Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. **Changes.** Buyer may, by written order, make changes including changes in drawings or specifications. Buyer 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 SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED.
In the event that Buyer 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

Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.

8. **Advertising.** Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.
9. **Cancellation for Cause.** Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller 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 Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. 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.** Buyer has the right, in its sole discretion, to terminate this Agreement without cause or for no cause at any time by giving notice to Seller. If Buyer terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. Buyer may deduct the amount of damages, if any, sustained by Buyer due to any breach of contract or warranty by Seller. 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.** Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. **Work on Buyer's Premises.** If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller 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 Buyer, 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 Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer'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 Seller.
13. **Stop Work Order.** Buyer may, at any time by written order to Seller, require Seller 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 Seller, 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, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.
14. **Payment.** Payment date shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer'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 Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer 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

EXHIBIT A

- business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.
16. Compliance with Laws and Regulations. Seller 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 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.
- Seller shall indemnify Buyer, 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 Buyer of any Item covered by this Order.
17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller 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 Seller's sole expense to remove such infringement.
- Seller will indemnify and hold harmless Buyer, 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 Seller 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 Buyer to enforce at any time any of the provisions of this Order 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 Order 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. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.
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 Seller fails to provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.
22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. 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 order or the arbitration.
23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order 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 order may be heard, both at trial and on appeal.
24. Neutral Interpretation. This order 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 to 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 order, 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, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the Industrial Accident Fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller 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 Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer 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 Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.
30. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.
31. Hours of Labor. If labor is performed under this order, 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. Seller 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 Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller 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

General

Cascade Form Systems shall provide invoice forms, #10 custom security envelopes, #9 custom envelopes to Wright Imaging for processing. Wright Imaging shall print and mail approximately 7,000 invoice forms monthly. Invoice forms shall be printed on 8 ½ x 11-inch custom forms. Invoice forms shall be mailed with a #9 custom return envelope inside a custom #10 envelope with security tint. Wright Imaging shall provide electronic invoice forms to customers who opt for paperless billing, along with monthly notification of availability.

Data Acquisition

Data record files shall be posted to the Wright Imaging FTP site in a XML format and mutually agreed naming convention between the 24th-28th of each month. Wright Imaging shall email confirmation of file upload and desired mailing date. Wright Imaging shall email supplemental reports containing any address errors, forwarding addresses, and change of address.

Data Processing

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

- Calculate invoice volumes
- Process data records through CASS software for address verification
- Generate invalid and changed address reports for all address not matching USPS database
- Format invoice forms according to specifications

Delivery

Cut-off dates, times, and location for uploading the data file, invoice forms, additional inserts, and envelopes for processing monthly printing and mailing services, including electronic statements. Identify number of business days in advance the item(s) must be received. List any other requirements necessary to complete these services. Time to manufacture is factored in to the days below.

ITEM	CUT-OFF DATE/TIME	BUSINESS DAYS TO PROCESS	LOCATION	COMMENTS
Data file upload	Weekdays – 10 AM	1-2	Portland, OR	Saturday included with continued Saturday
Additional inserts	End of Day	7-10 Work Days	Portland, OR	Mail service *2 days prior
Envelopes (#10 and #9)	End of Day	5-7 Work Days	Portland, OR	
Invoice forms	End of Day	7-10 Work Days	Portland, OR	
Other	4 PM	Same Day	Portland, OR	

* Inserts sent by the City shall arrive two (2) days prior to file upload date.

EXHIBIT B

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	COMMENTS
Rate for mailed invoice form	\$0.105	Price includes processing, printing and mailing of one (1) sheet with black variable ink
Rate for electronic invoice form	\$0.17	Per SMART bill view
Monthly Fee	\$0.02	Currently: 0.02 x # of customers
Rate for #10 custom security envelopes	\$0.029	Price based on qty. 35,000
Rate for #9 custom envelopes	\$0.031	Price based on qty. 30,000
Metered postage rate per invoice	\$0.4038	Flat rate postage per piece of automated mail
Postage Deposit (if required)	n/a	Postage deposit already in place
Program implementation cost	n/a	
Invoice form	\$0.028	Pre-printed custom invoice forms (front and back). Price based on qty. 40,000.
Programming cost per hour	\$105.00	As requested for changes to existing format
Sort and Commingle	\$0.0125	Required for reduced postage rate
Additional fee for inserts	\$0.01	Per insert
Optional Services:		
W360 Web Portal Set-up	\$750	Basic set-up: electronic bill presentment, 10 log-ins, load notifications, document proofing, account search, basic processing reports, branded portal
W360 Web Portal Monthly Service Fee	\$160	Per month for Branded Web portal for 10 log-ins, load notification, document proofing, account search, processing reports, bill pay, etc.
Rate for W360 Electronic Invoice Form	\$0.11	Includes processing (\$0.03), document load fee (\$0.04), and email or text delivery (\$0.04)
Rate for additional log-in	\$10	Per month for additional log-in bundles (10 users per bundle)
Payment Processing	\$0.03	Per transaction fee for credit card, ACH/E-check processing

Escalation Cause

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

Cascade Form Systems shall maintain monthly inventory on invoice forms and envelopes. Cascade Form Systems shall notify City when re-orders are required.