

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 6/18/13 **Approx Start Time:** 9:⁴⁵30 AM **Approx Length:** 15 min.

Presentation Title: Renewal of Eagle Web Press Company Contract

Department: Public and Government Affairs (PGA)

Presenters: Gary Schmidt

Other Invitees: Pam Girtman, Tim Heider

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Renewal of a contract with Eagle Web Press Company for printing and mailing of *Citizen News*, *Going Beyond Green/Trash Talk*, *Discovery Guide* and *Dog Notes* for Fiscal Year 2013-2014.

EXECUTIVE SUMMARY:

PGA currently has a contract with Eagle Web Press Company to provide Web Press printing and Mailing Services for *Citizen News*, *Going Beyond Green/Trash Talk*, *Discovery Guide* and *Dog Notes* for quarterly printing and mailing. The original contract was signed by the Board of County Commissioners in August 2012 for FY 12-13 with the option to renew for (4) four additional (1) one-year periods through June 30, 2017. At the direction of the BCC, *Going Beyond Green/Trash Talk* was combined with *Citizen News* to improve efficiencies and increase cost savings. To complete the printing and timely mailing of the fall 2013 issue of these publications, the county needs to have a contract in place by July 24, 2013. Renewal of the current contract would continue Eagle Web Press Company services for another year allowing the County to continue to provide these publications on a quarterly basis throughout the County.

FINANCIAL IMPLICATIONS (current year and ongoing):

The current contract is not to exceed \$291,000 per year and allows for the option to renew for (4) four additional (1) one-year periods. The projection for FY 13-14 is \$190,000 and has been budgeted in the PGA budget. FY 12-13 costs were budgeted at \$212,000 and expenditures came in at \$208,639 for the quarterly mailings of these publications. A portion of the costs have been inter-funded back to PGA (approximately \$82,000 for FY 12-13) from DTD and is also included in PGA's revenue for FY 13-14.

LEGAL/POLICY REQUIREMENTS: N/A

PUBLIC/GOVERNMENTAL PARTICIPATION:

The publications include news from all areas of the County with many departments contributing articles of interest and timely information to the citizens of Clackamas County. The newsletter goal is to keep citizens informed and educated about County programs, initiatives and events.

OPTIONS:

1. Renew the current contract with Eagle Web Press Company and continue to print/mail as normal the quarterly publications.
2. Do not renew the contract with Eagle Web Press Company and complete a new RFP for publishing and mailing services and delay the fall edition.

RECOMMENDATION:

PGA respectfully recommends that the current contract with Eagle Web Press Company be renewed. This will allow for the seamless delivery of the fall publications of *Citizen News*, *Going Beyond Green/Trash Talk*, *Discovery Guide* and *Dog Notes*. The RFP is so recent that the cost savings (if any) would be outweighed by the cost of doing a new RFP and timely delivery of the publication on a quarterly basis.

ATTACHMENTS:

Current contract.

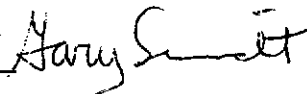
Current publication(s).

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval s/Gary Schmidt

County Administrator Approval _____



For information on this issue or copies of attachments, please contact Debbie McCoy @ 503-742-5903.

Fiscal Impact Form

RESOURCES:

Is this item in your current work plan and budget?

- YES
 NO

START-UP EXPENSES AND STAFFING (if applicable):

There will be no additional expenses related to renewal of the current contract.

ONGOING OPERATING EXPENSES/SAVINGS AND STAFFING (if applicable):

The contract with Eagle Web Press Company is not to exceed \$291,000. Anticipated expense for FY 13-14 is \$190,000.

ANTICIPATED RESULTS:

Four (4) quarterly publications of *Citizen News*, *Going Beyond Green/Trash Talk*, *Discovery Guide* and *Dog Notes* mailed to more than 171,000 households within Clackamas County.

COSTS & BENEFITS:

Costs:							
	Item	Hours	Start-up Capital	Other Start-up	Annual Operations	Annual Capital	TOTAL
	4 quarterly publications				190,000		190,000
Total Start-up Costs							
Ongoing Annual Costs					190,000		190,000
Benefits/Savings:							
	Item	Hours	Start-up Capital	Other Start-up	Annual Operations	Annual Capital	TOTAL
Total Start-up Benefit/Savings							
Ongoing Annual Benefit/Savings							

080212 VI C1
PGA - Pam Gritman

REQUIREMENTS CONTRACT DOCUMENTS

FOR

WEB PRESS PRINTING AND MAILING SERVICES FOR "CITIZEN NEWS,"
"GOING BEYOND GREEN/TRASH TALK," AND THE "DISCOVERY GUIDE"

Eagle Web Press Company

BOARD OF COUNTY COMMISSIONERS

CHARLOTTE LEHAN, Chair

JIM BERNARD, Commissioner

JAMIE DAMON, Commissioner

ANN LININGER, Commissioner

PAUL SAVAS, Commissioner

Steve Wheeler
County Administrator

Lane Miller
Purchasing Manager

Kim Cook
Buyer

Request For Proposals

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed proposals per specifications until **2:00 PM, May 22, 2012**, for

**WEB PRESS PRINTING AND MAILING SERVICES FOR
“CITIZEN NEWS,” “GOING BEYOND GREEN/TRASH TALK,” AND THE
“DISCOVERY GUIDE.”**

No proposals will be received or considered after that time.

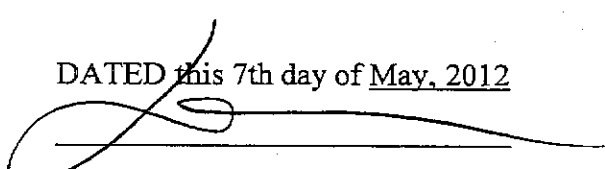
The Purchasing Division coordinates County printing through an on-staff print buyer. Clackamas County intends to enter into a contract with a qualified contractor to provide Web Press Printing and Mailing Services for “Citizen News,” “Going Beyond Green/Trash Talk,” and the “Discovery Guide” on an as needed basis, for a period not to exceed five (5) years.

Request for Proposal packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, phone 503-742-5444, office hours 7 a.m. – 6 p.m., Monday through Thursday. Sealed proposals are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address. Proposals will be opened in the Purchasing Division, located on the fourth floor of the Public Services Building, at the designated time.

This **is not** a public work contract subject to ORS 279.348 to 279.380 or the Davis Bacon Act (40 U.S.C. 276a).

The Clackamas County Board of County Commissioners reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.

DATED this 7th day of May, 2012


Lane Miller, Purchasing Manager

Instructions and Conditions

2.1 General:

Proposers must study carefully and conform to these "Instructions and Conditions" so their proposals will be regular, complete and acceptable.

2.2 Proposals:

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals must be signed in ink in the blank spaces provided herein (Section 3). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the contract.

2.3 Submission of Proposals:

Proposals must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Purchasing Manager, Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

2.4 Receipt And Opening Of Proposals:

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award. Once the closing time and date arrive, the names of the offerors submitting proposals are read publicly. No other information will be disclosed.

2.5 Withdrawal of Proposals:

Proposals may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the Board of County Commissioners:

1. Specifically rejects the proposal, or
2. Awards a contract and said contract is properly executed.

Contractors' proposals must be valid for at least ninety (90) days.

2.6 Modifications:

Any contractor may modify his/her proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

2.7 Acceptance or Rejection Of Proposals:

In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County, and reserves the right to award the contract to the contractor whose proposal shall be best for the public good. The Board of County Commissioners reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Where multiple options are requested in the proposal response, this shall constitute a single proposal. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The County shall, pursuant to ORS 279.029, for the purposes of awarding the contract, add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. "Resident proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal whether the proposer is a "resident proposer."

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8 Addenda And Interpretations:

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, must be received at least five (5) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed to all prospective proposers (at the

respective address furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9 Nondiscrimination:

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, the contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10 Failure To Submit Offer:

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11 Preparation Of Offers:

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12 Specifications Limiting Competition:

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

**Clackamas County Purchasing
Attention: Purchasing Manager
Specification Protest: Web Press Printing and Mailing Services for "Citizen News," "Going
Beyond Green/Trash Talk," and the "Discovery Guide"
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045**

Such comments shall be submitted to Clackamas County no later than five (5) days prior to the Opening Date. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the Purchasing Manager.

2.13 Exceptions:

Responding vendors taking exception to any requirement of this RFP Document shall indicate such exception(s) on a separate page of their proposal. Proposers failing to indicate any exceptions shall be interpreted so that the responding vendor intends to fully comply with all RFP requirement(s) as written and subsequent agreement terms as stated. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason(s) for which it is taken, in order for consideration to be given to the vendor.

2.14 Employees Not To Benefit:

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.15 County Furnished Property:

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Proposals.

2.16 Proposer Qualifications:

Oregon law (ORS Chapter 701) requires that all contractors must be registered with the Construction Contractors Board in order to submit a bid and to do work as a contractor. No bid for construction contracts shall be received or considered by the County unless the bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

If the contract is for a public work subject to ORS 279.348 to 279.380 or the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by the County unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with.

2.17 Protest of Award:

The award of the contract by Clackamas County shall constitute a final decision of the County to award the contract if no written protest of the award is filed with the County Purchasing Manager within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every bidder who provided an address.

Right to Protest: Any actual bidder who is adversely affected or aggrieved by the County's award of the contract to another bidder on the same solicitation shall have seven (7) calendar days after

award to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.18 Default:

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.19 Payments:

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.
2. Payments will be made monthly, or as agreed, for any claims supported by an invoice and a duplicate.
3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default."

2.20 Intergovernmental Cooperative Purchasing Statement: Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent product or products described herein at the same submitted unit price, but only with the consent of the vendors awarded contracts by the County.

Proposal Contents

3. General:

The proposal shall contain the required elements as stated in the same order in Section 3.7. The County reserves the right to solicit additional information or proposal clarification from vendors, or any firm submitting proposals, should the County deem such information necessary. Any proposer supplied material that is to be considered confidential must be so marked and the statutory exemption cited.

The proposals shall be submitted by **2:00 p.m., May 22, 2012** to Lane Miller, Purchasing Manager, Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

One (1) signed original and three (3) copies of the proposal shall be submitted. The original shall be marked as such. Product samples should be attached to three out of the four packets.

Clackamas County encompasses 1,879 square miles in the southeast portion of the tri-county Portland metropolitan area extending to Mt. Hood. The population is approximately 365,000. The County contains 17 cities. Approximately two-thirds of the County's population lives in urban areas, one-third lives in rural areas.

The County is seeking a qualified web press contractor to print and mail the "Citizen News" for Public and Government Affairs, "Trash Talk," for the Office of Sustainability and the "Discovery Guide," for North Clackamas Parks and Recreation District. Estimated annual contract cost for the three publications is \$291,000.

The successful proposer will provide the presswork, bindery, sorting, folding, banding, bundling, packaging, delivery, and mailing of the "Citizen News" on a quarterly publication schedule, "Trash Talk" on a twice a year basis and up to three "Discover Guides" a year through June 30, 2013. The contract will consist of a (1) one year contract with (4) four possible one year renewals.

The format, number of pages in each format, quantities printed and delivery instructions change some with each issue and each different publication. Specific product information will be provided to the contractor at each printing.

3.1 Specifications

3.1.1	Finished Size Citizen News	12 1/2" wide x 22 3/4" long, before the final fold. Finish size with fold 11 3/8" x 6 1/4"
3.1.2	Ink	3C + Spot color PMS 299 and PMS 561 on all pages, + Black Option to go four color upon request, quote done at time of request.
3.1.3	Stock	32# 65 Hibrite

3.1.4	Bindery	Quarter fold
3.1.5	Format	Format similar to sample in Exhibit "A." Page count almost always 12. Platform PC Windows using Adobe InDesign.
3.1.6	Typesetting	Typeface and point size to be similar to the sample in Exhibit "A."
3.1.7	Proofs	Clackamas County Public and Government Affairs staff will proof all text. Proofing is not required by the Contractor. One soft proof will be required before printing.
3.1.8	Pickup & Delivery of Copy / Proofs	Digital files with all elements in place and ready to image will be provided to the contractor. Hard copy of the pages will be faxed to the vendor. All files will be uploaded to vendor's web site.
3.1.9	Folding & Mailing	Contractor will fold the Tabloid format to measure: 6 1/4" x 11 3/8." Contractor shall mail the " Citizen News ^{Publications} " via presort standard U.S. Postage to Postal Customer, based on household count. Approximate run size is 170,000 to 175,000 copies. Additional copies to be delivered to Public and Government Affairs.

3.1.10 Specifications for "Going Beyond Green/Trash Talk" and "Discovery Guide" are in section 4.5.

3.2 Time Frame

3.2.1 Contractor shall have (14) fourteen calendar work days to produce the "Citizen News." The timeframe will depend on the production schedule arranged with the Public and Government Affairs production team. Production schedules for "Going Beyond Green/Trash Talk" and the "Discovery Guide" will be arranged with staff contacts at the time of printing.

3.2.2 The schedule must include final proofing and proof approval by Public and Government Affairs, Office of Sustainability and North Clackamas Parks and Recreation District staff. Final approval must be obtained in writing prior to printing.

3.2.3 The first issue of the "Citizen News" to be produced on this contract will be delivered to the mail house in **July 2012**. Production delivery schedules for "Going Beyond Green/Trash Talk" and the "Discovery Guide" will be arranged by staff.

3.3 Bundling/Packaging

- 3.3.1 "Citizen News," "Going Beyond Green/Trash Talk," and the "Discovery Guide" may be strapped with a separator between layers when delivered to the mailing house.
- 3.3.2 "Citizen News," "Going Beyond Green/Trash Talk," and the "Discovery Guide" are to be bundled as specified at the time of printing (quantity depending on number of pages).
- 3.3.3 "Citizen News," "Going Beyond Green/Trash Talk," and the "Discovery Guide" will be mailed ~~by a mailing house~~, and bundled as specified at the time of printing (amount depending on number of pages). Palletize the bundles.

3.4 Additional Charges

- 3.4.1 Any additional charges for alterations, quantity or specification changes or any services or materials not covered in this proposal must be itemized in writing by the Contractor and approved by the Public and Government Affairs Department Manager, Office of Sustainability Manager and the North Clackamas Parks and Recreation Department Manager.

3.5 Over Runs / Under Runs

- 3.5.1 Under-runs will not be acceptable. Over-runs will be the property of the Contractor unless accepted by the Public and Government Affairs Department Manager, Office of Sustainability Manager and the North Clackamas Parks and Recreation Department Manager.
- 3.5.2 Any run errors, including but not limited to, guide size, trim and folds will be the responsibility of the contractor to resolve (reprint) by the deadline established for that issue.

3.6 Electronic Version

- 3.6.1 The County will transmit text electronically using disk, compact disc or email attachments (PDF format).
- 3.6.2 Contractor shall provide a ~~paper~~ copy proof.

3.7 Format Section

Signed Proposal	Forms Provided
Web Printing Questions 4.4.1. – 4.4.3.	Form not provided
Web Printing & Mailing Services Cost Forms 4.5	Forms Provided
Samples 4.6	Form not provided

3.8 Exceptions

Responding vendors taking exception to any requirement of this RFP Document shall indicate such exception(s) on a separate page of their proposal. Proposers failing to indicate any exceptions shall be interpreted so that the responding vendor intends to fully comply with all RFP requirement(s) as written and subsequent agreement terms as stated. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason(s) for which it is taken, in order for consideration to be given to the vendor.

PROPOSAL RESPONSE

Submitted by: Eagle Web Press

Address: 4901 Indian School Rd NE, Salem, OR 97305

Date: 5/28/12 Phone number: 503-856-7406

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to supply on-call **WEB PRESS PRINTING AND MAILING SERVICES FOR "CITIZENS NEWS," "GOING BEYOND GREEN/TRASH TALK," AND THE "DISCOVERY GUIDE"** as specified, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.
- (d) The Vendor certifies that the Vendor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.
- (e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Resident Bidder, as defined in ORS 279.029
 Non-Resident Bidder, Resident State: _____

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

<u>Mike Connor</u>	<u>General Manager</u>
Name	Title
_____	_____
Name	Title

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2012.

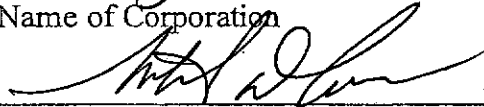
Name of Firm

Signature of Bidder

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this 28 day of May, 2012.

Eagle Newspapers Incorporated
Name of Corporation



By

General Manager

Title
Kim Sanders

503-856-7404

Project Manager

Phone Number

Standard Specifications and Special Conditions**4.1 Introduction**

Clackamas County intends to enter into a contract with a successful Proposer to provide Web Press Printing and Mailing Services for "Citizen News" on an as needed basis, for a period of one (1) year, with four one-year options to renew, not to exceed five (5) years. The County reserves the right to award multiple vendor contracts for all components of this solicitation.

Clackamas County, Oregon is the eastern most county of the tri-county Portland Metropolitan area and serves a population of approximately 365,000. "Citizen News" is published on a quarterly basis for approximately 170,000 households. "Going Beyond Green/Trash Talk" is published twice a year for approximately 174,000 households and the "Discovery Guide" is printed three times a year for approximately 16,000 households.

This Request For Proposals is to establish a vendor contract to provide a variety of web press printing and mailing services for the "Citizen News," "Going Beyond Green/Trash Talk," and the "Discovery Guide."

The County is, therefore, requesting qualified vendors to submit proposals describing their experience in printing and mailing services. The successful proposers will enter into a material and services contract with Clackamas County.

4.2 Questions on Technical Information

Questions relating to materials in the Proposal (Section 3), Standard Specifications and Conditions (Section 4), and Evaluation (Section 5), shall be addressed to:

**Kim Cook, Print Buyer
Clackamas County Purchasing
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045
503-742-5448**

4.3 Questions on Legal Information

Questions relating to this bid or bid document (excluding Sections 3, 4 and 5) shall be addressed to:

**Lane Miller, Purchasing Manager
Clackamas County Purchasing
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045
503-742-5444**

4.4 Detailed Specifications and Scope of Work

Proposal Contents/ Selection Criteria

4.4.1 Vendor Experience:

Provide a statement that demonstrates your firm's experience including the following:

- Discuss your experience in producing tabloids or other similar publications.
- Number of years your firm has been providing these services.
- Discuss your experience with large mailings.

4.4.2 Quality Control

Describe your organization's quality control process during publication printing.

4.4.3 Timeline

Detail how your organization will meet the County's timelines. Provide a timeline from the receipt of artwork materials to providing a proof.

4.5 Cost

Costs are to be calculated based on the specifications on the cost sheets pages 24-26.

Proposal Cost Sheets. For the purpose of cost comparisons, proposals are required to give the total cost for "Citizen News," "Going Beyond Green/Trash Talk," and the "Discovery Guide." These totals shall reflect the total cost to produce each product including, but not limited to: format, page count, typesetting, photo scanning, quantities, printing, bindery, folding, sorting, banding, bundling, packaging, delivery and mailing.

A sample of each publication is provided.

Complete the cost sheets provided in section 4.5., (pages 24, 25 and 26).

4.6 Samples

Provide two samples of publications printed for other customers.

Cost Sheet

Citizen News – 12 PAGES – One issue

Format: Tabloid
12 ½" w x 22 ¾" long before the final fold
Finish size with fold 11 ⅜" x 6 ¼"

Typeset: No

Pages: 12 pages
3 signatures

Quantity Printed: 170,000 press run

Artwork: Supplied as electronic file – Webpress

Screens: Yes

Photographs: Yes

Ink: Spot color PMS 299 and PMS 561 + black on all pages

Paper: 32# 65 HiBrite

Press/Bindery: Folds
Finish trim to size

Proof: Provide soft proof

Time Frame: 11 calendar days

Sort/Bundle: Bundle & palletize in quantities
specified at the time of printing

Deliver/Mail: Delivery and mailing will be in
Clackamas County

Print Cost for 170,000 Guides \$ _____

Postage Cost for 170,000 Guides \$ _____

Total Cost one issue of 170,000 Guides \$ _____

Total Cost for 4 yearly issues \$ _____

ADDENDUM #1

TO THE DOCUMENTS FOR WEB PRESS PRINTING AND MAILING SERVICES FOR "CITIZEN NEWS," "GOING BEYOND GREEN/TRASH TALK," AND THE "DISCOVERY GUIDE"

TO: ALL RFP DOCUMENT HOLDERS

DATE: MAY 16, 2012

This Addendum #1 issued prior to receipt of Request for Proposals will become part of the Contract documents, superseding the originals to the applicable extent indicated.

DATE CHANGE: Opening changed to May 30, 2012, at 2 p.m.

CHANGES:

SECTION 3.1.9, page 15

Remove "Citizen News" and replace to read "publications"

SECTION 3.3.3., page 16

Delete "by a mailing house,"

SECTION 3.6.2, page 16

Delete word "paper"

SECTION 4.5 Cost Sheets

Remove pages 24, 25 and 26 and replace with attached pages 24, 25, and 26

ADD:

Appendix A – page 26b to be used when completing Section 4.5 Cost Sheets.

All proposers shall acknowledge receipt and acceptance of this Addendum #1 by signing in the space provided and submitting the signed Addendum with the Request for Proposal. Proposals submitted without this Addendum may be considered non-responsive.

Lane Miller - Purchasing Department Manager

Received, acknowledged, and conditions agreed to this 28th day of May, 2012.

BIDDER: Eagle Web Press

BY: Kim Sanders

Addendum #1

Cost Sheet (Revised)Citizen News – 12 PAGES – One issue

Format: Tabloid
12 ½" w x 22 ¾" long before the final fold
Finish size with fold 11 ⅜" x 6 ¼"

Typeset: No

Pages: 12 pages
3 signatures

Quantity Printed: 170,000 press run

Artwork: Supplied as electronic file – Webpress

Screens: Yes

Photographs: Yes

Ink: Spot color PMS 299 and PMS 561 + black on all pages

Paper: 32# 65 HiBrite

Press/Bindery: Folds
Finish trim to size

Proof: Provide soft proof

Sort/Bundle: Bundle & palletize in quantities
specified at the time of printing

Deliver/Mail: Delivery and mailing will be in
Clackamas County

Print Cost for 170,000 Guides \$ 9,681.⁰⁰

Postage Cost for 170,000 Guides \$ 26,180.⁰⁰

Total Cost one issue of 170,000 Guides \$ 35,861.00

Total Cost for 4 yearly issues \$ 143,444.⁰⁰

Addendum #1

Cost Sheet (Revised)**Going Beyond Green/Trash Talk – 16 PAGES – One issue**

Format: Tabloid
11.375" w x 17.5" long before the final fold
Finish size with fold 11.375" x 8.75"

Typeset: No

Pages: 16 pages
4 signatures

Quantity Printed: 174,000 per press run

Artwork: Supplied as electronic file – Webpress

Screens: Yes

Photographs: Yes

Ink: Four color process

Paper: 32# 72B HiBrite

Press/Bindery: Folds
Finish trim to size

Proof: Provide electronic proof

Sort/Bundle: Bundle & palletize in quantities
specified at the time of printing

Deliver/Mail: Delivery and mailing will be in
Clackamas County

Print Cost for 174,000 Guides \$ 14,397.00Postage Cost for 174,000 Guides \$ 26,796.00Total Cost one issue of 174,000 Guides \$ 41,193.00Total Cost for 2 yearly issues \$ 82,386.00

Addendum #1

Cost Sheet (Revised)**Discovery Guide** – 40 PAGES - One issue

Format: Magazine
11" w x 17" long before the final fold
Finish size with fold 8.5" x 10.75"

Typeset: No

Pages: 40 pages
10 signatures

Quantity Printed: 16,000 per press run

Artwork: Supplied as electronic file – Webpress

Screens: Yes

Photographs: Yes

Ink: Four color process

Paper: 32# 65 HiBrite

Press/Bindery: Folds
Finish trim to size

Proof: Provide soft proof

Sort/Bundle: Bundle & palletize in quantities
specified at the time of printing

Deliver/Mail: Delivery and mailing will be in
Clackamas County

Print Cost for 16,000 Guides \$ 3858.80Postage Cost for 16,000 Guides \$ 6,320.00Total Cost one issue of 16,000 Guides \$ 10,178.80Total Cost for 3 yearly issues \$ 30,536.40

Questions and Clarifications

Question: Section 3.1.7. asks for a soft proof. Section 3.6.2. asks for a hard proof.

Clarification: See response SECTION 3.6.2. in Addendum #1

Question: Section 3.1.9. asks contractor to mail Citizen News. Section 3.3.3. indicates Citizen's News and the other two publications will be mailed by a mailing house.

Clarification: See response SECTION 3.3.3. in Addendum #1

Question: Section 3.2.1. says contractor has 14 calendar work days to produce Citizen News, and that production schedules for the other two publications will be arranged with the staff. The Cost Sheets for each publication indicate only 11 calendar days (not 11 calendar work days).

Clarification: See response SECTION 4.5 Cost Sheets

Question: It's apparent that Clackamas County Citizen News and Going Beyond Green are face mailed. Can you provide us with the zip codes to be saturated? Are there carrier routes in other zips being saturated, even if the entire zip code is not? If so, what are they?

Clarification: See Appendix A in Addendum #1.

Question: In regards to North Clackamas Parks and Rec., can you confirm these are individually addressed? Can you provide a previous mailing list so we can maximize postal savings?

Clarification: Yes, the "Discovery Guide" is individually addressed. No, we cannot provide a previous mailing list.



www.eaglewebpress.com

CLACKAMAS COUNTY PRINT PROPOSAL - EAGLE WEB PRESS COMPANY

For providing web press printing and mailing services for "Citizen News," "Going beyond Green/Trash Talk," and the "Discovery Guide"

4.4.1 Vendor Experience:

Eagle Web Press is a subsidiary of Eagle Newspaper Incorporated. Eagle Newspapers, Inc. is a community of 12 weekly newspapers, two daily newspapers, four specialty publications, six printing operations, and a mailing service, located in Oregon, Washington, and Idaho.

Eagle Web Press commercial printing is a 65,000 square foot facility in Salem, OR, off of I-5, supplying printing and mailing services for over forty years. We specialize in all types of publication printing and mailings, including but not limited to: newspapers, tabloids, magazines, catalogs, and digest size books. We maintain a full service bindery, mailing, and shipping facility.

Our clients include local, state, and federal governments, periodical publishers, product suppliers, colleges and universities. Eagle Web Press' managers and employees are dedicated to giving our valued clients the best service and product available.

In order to provide the highest customer satisfaction, Eagle Web Press maintains the following equipment/services:

Pre-Press:

The Latest computer-To-Plate Equipment

Laser plate-setters

HP Design Jet Proofing system

MAC & PC Platforms

FTP

Adobe & Quark software compatible

Complete Layout & Design Services utilizing all major publishing programs, including

QuarkXPress, Adobe InDesign, Adobe PageMaker, Adobe Illustrator, and Adobe Photoshop, and

Rampage soft proof, rip and imposition system

Press:

36 Unit Goss Community Web Press (22 3/4" cut-off)

Cold-Web UV Capability

2 Web Offset Quad Stack press with UV lighting/ink curing systems

Inline gluing for books

Muller Martini inline rotary trimmer

Bindery:

GMA Alphaliner, 14 into 1 Inserter with Inkjet mailing system

2 Muller Martini Model 235, 8 into 1 Stitcher/Trimmer – with cover feeder

Muller Martini multiple pocket inserter

Mailing:

Complete Data Services
Addressing
List Rental and Purchasing
Simplified Carrier Route Mailings
Tabbing
Machine Inserting
Hand Assembly
Postage

Shipping:

Complete packaging
Company owned trucks

Eagle Web Press maintains regular office business hours Monday through Friday, 8:00AM to 5:00PM. The production facility is in operation 20 hours per day, five days a week. Our knowledgeable sales executives, customer service representatives, and staff members are available at all times to assist as needed.

Eagle Web Press prides itself on maintaining a committed staff, employing over 60 individuals in its Salem plant. Each staff member in a management position has 25+ years' experience in the industry. The press is overseen by a Production Manager, a Press Superintendent, and Press Foremen, with a combined 80 years' experience in press operation.

Eagle Web Press provides its clients with access to all available project resources, including staff time and expertise.

Our experience in printing and mailing publications similar to those in the Clackamas County print proposal is longstanding, and among our customers are City of Portland Parks & Recreation, City of Oregon City Parks & Recreation, and Central Oregon Community College. We have also held the previous web press printing contract for Clackamas County. Eagle Web provided print and mailing services for Federal IRS tax books for Montana.

4.4.2 Quality Control:

To assure the highest level of quality for any product, daily production meetings are held to review all phases of production. Each department has quality control standard operating procedures that must be adhered to for each project. Every job is monitored through Logic Systems, a Windows based data collection and tracking system. This system is utilized by each department from inception to completion of the final product.

Pre-press Department

- *All proofs will be checked to customer provided files for accuracy.
- *Corrections/Edits itemized on proof sheet by customer
- *All corrections/edits initialed by prepress staff as they are completed.
- *Corrections/edits verified by project team prior to final proof.
- *New proof with corrections/edits in place sent to customer for verification
- *Plates checked to proofs by prepress department

Press Department

- *Press Proof and customer signed proof at press for example
- *Copy check by press foreman and prepress supervisor for each section.
- *Press check at press time by customer if requested
- *Periodical checks throughout the press run

Bindery

- *Bindery check throughout run
- *Bindery samples pulled for project team review

Mailing:

- *Mailing department will assure list accuracy and give final mail count, supervise inkjet addressing, and preparation for post office, prepare postal paperwork and calculate final postage.

Shipping:

- *Shipping managers verify box label, pallet and skid accuracy
- *Coordinate and schedule shipping of product
- *Track and verify schedules and deliveries by commercial carriers

4.4.3 Timeline:

Eagle Web Press understands its clients have strict scheduling requirements. We strive to meet each client's unique needs by carefully scheduling each phase of the project from receipt of electronic files to delivery. We will easily schedule and accommodate all of the Clackamas County Web Press Printing and Mailing Services within the required 14 day production timeline.

Upon receipt of press-ready files, our prepress department will check and produce a proof within 24 hours. Any changes or corrections will also be proofed within 24 hours of receipt of new files.

Contact:

Kim Sanders, Sales Executive
Eagle Web Press Co.
P.O. Box 12008
Salem, OR 97309
Office: (800) 800-7980 ext. 304
Direct: (503) 856-7406
Call: (503) 910-1640
Fax: (503) 393-4917
E-mail: ksanders@eaglewebpress.com
www.eaglewebpress.com

4.7 General Printing Specifications

4.7.1 Copyrights and Ownership of Work Products: Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer electronic document files, films, tapes, CD-ROMS and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate from shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove restrictive markings placed upon the data by the contractor.

4.7.2 Pre-Press Materials: All original artwork (reflective, pdf, and digital), negatives, and non-disposable printing plates are the property of Clackamas County, and must be returned with completed work.

4.7.3 Hardware and Software Standards: The County requires vendors to be compatible with a PC platform and use InDesign, Quark, Adobe PDF, and Microsoft Word as software standards for electronic files returned to the County.

4.7.4 Work Orders: Successful contractors shall use the Clackamas County Purchasing Division Print Request, in hard copy, for all job information, including the authorizing Purchase Order number. Job order sheets specific to each vendor will not be filled out by the County.

4.7.5 Samples: Contractor will provide two (2) samples of all completed work products to the printing buyer upon completion of work.

4.7.6 Over-Runs: Printer's over-runs shall be at the printer's expense. If the County requests 1,000 copies, the County shall receive and pay for 1,000.

4.7.7 Pick-Up and Delivery Requirements: Firm shall provide pick-up of all purchase orders, print requests and related materials and deliver to specified locations in the County. **Pick-ups and deliveries shall be made between the hours of 7:00 AM and 6:00 PM, Monday through Thursday, subject to changes, excluding holidays observed by Clackamas County. Vendor shall pick up originals within four (4) business hours after telephone request by the Clackamas County Purchasing representative.** The cost of this service is to be included in the price for each specified service. Additional pick-up and delivery services may be added at the County's discretion.

4.7.8 Security: Contractor shall consider all documents confidential. Any disclosure of confidential information and/or controlled forms or removal of Clackamas County property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to attorney fees, arising from any action or suit brought against Clackamas County because of Contractor's willful and negligent release of information, documents or property shall be borne by Contractor. Contractor agrees to abide by all Clackamas County rules and regulations while upon County property.

4.7.9 Estimation on Job Cost: Successful bidders will provide free estimates of job cost upon request. The County will endeavor to provide specific, accurate information on the work to be performed.

4.7.10 Escalation/De-Escalation Clause: Prices shall be firm for the agreement period unless adjustments are requested annually (from the contract execution date). Price changes based on paper supply costs may happen quarterly starting with July 2012. The price will be compared to the change in cost of similar paper as purchased by Clackamas County Purchasing. Any resulting increase or decrease shall only reflect that portion of the unit cost based on paper cost. Contractor shall supply written documentation to support the requested price increase.

4.7.11 Recycled paper: Vendors are to be in compliance with the "Clackamas County Policies and Procedures for Procurement of Recycled Products, Recycling of Operational Waste Materials, and Disposal of Refuse and Special Wastes" as it applies to recycled paper. The County policy is based upon Oregon Revised Statute (ORS) 279A.010 (gg) (A) (B) "Recycled paper" means a paper product with not less than: (A) Fifty percent of its fiber weight consisting of secondary waste materials; or (B) Twenty-five percent of its fiber weight consisting of post-consumer waste." ORS 279A.125, "Preference for recycled materials," also applies.

4.7.12 In-State Printing: All work must be performed in accordance with ORS 282.210 PUBLIC PRINTING. ORS 282.210 states, in part, that unless otherwise exempted, **all public printing, binding and stationery work shall be performed within the state of Oregon.**

4.7.13 No Guarantee that Work will be Requested: Clackamas County and the Contractor understand that Clackamas County does not warrant or guarantee that any work will be requested or authorized under this Request for Proposals. Clackamas County and the Contractor acknowledge that no work will be undertaken pursuant to the Request for Proposal without authorization from Clackamas County.

4.7.14 Warranties: The successful contractor(s) shall provide workmanship and quality in accordance with the general standards of the industry. Any substandard work shall be reprinted at no additional cost to the County.

Section 5

Evaluation and Selection Criteria

5.1 Proposal Evaluation Process:

Proposals will be evaluated by an internal evaluation committee. Proposals may be subject to a two-phase evaluation process. The first phase will consist of each evaluator independently assigning a score to each evaluation criteria on the written proposals based on how fully each proposal meets the requirements of the RFP. Criterion scores will then be summed. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring Proposers invited to an oral interview. Proposer (s) will be asked to clarify specific aspects of their proposal and answer any questions on the proposal's content. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Following the interviews, the Committee will re-score the interviewed firms' proposals based on both the written RFP responses and the interview. Selection will be based upon the total number of points awarded by the evaluation committee. The County reserves the right to award the contract at the completion of Phase One.

Phase One

<u>Evaluation Criteria (Taken from Section 4.4)</u>	<u>Points Available</u>
Experience (see Section 4.4.1.)	0- 20
Quality Control (see Section 4.4.2.)	0- 15
Timeline (see Section 4.4.3.)	0- 10
Cost Sheet per Specs "Citizen News" (see Section 4.5, page 24)	0- 15
Cost Sheet per Specs "Going Beyond Green/Trash Talk" (see Section 4.5, page 25)	0-10
Cost Sheets per Specs "Discovery Guide" (see Section 4.5, page 26)	0-5
Samples (See Section 4.6)	0-25
Phase One points available	0-100

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring proposer, discussions shall be terminated and negotiations will begin with the next highest scoring proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

**CONTRACT WITH EAGLE WEB PRESS COMPANY FOR WEB PRESS PRINTING
AND MAILING SERVICES FOR "CITIZEN NEWS," "GOING BEYOND
GREEN/TRASH TALK," AND THE "DISCOVERY GUIDE"**

This contract for materials and services is entered into by and between Clackamas County hereinafter referred to as the COUNTY, and **Eagle Web Press Company**, hereinafter called the CONTRACTOR, to provide the services described in the attached Proposal Response dated May 22, 2012, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This agreement covers the services as described in Sections I, II and III. Work shall be performed in accordance with a schedule approved by the COUNTY. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The contract shall commence upon contract **execution and continue through June 30, 2013 for a period of (1) year, with the option to renew for (4) four additional (1) one-year periods through June 30, 2017 upon written approval of both parties.**

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized annually under this contract shall not exceed **\$291,000.**

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.