



# CITY OF MILL CITY, OREGON

## REQUEST FOR PROPOSAL DOCUMENTS

### **Automated Water Meter Reading System and Water Meter Hardware**

*Specifications & Proposal Package*

City of Mill City  
444 S. 1st Avenue  
Mill City, Oregon 97360

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**Bid Closing / Opening: July 22, 2021, 2:00 PM**

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds.

CITY OF MILL CITY

INVITATION TO BID

**Automatic Meter Reading (AMR) System  
and Water Meter Hardware**

The City of Mill City is requesting Proposals from qualified and experienced manufacturers, suppliers, and vendors of Radio Frequency Based Automated Meter Reading (RF AMR) Systems. This invitation solicits proposals for furnishing a new, complete RF AMR System, including 350 service meters and meter boxes, including delivery to the City of Mill City Public Works shop facility. The City of Mill City staff or its contractors will be installing the equipment.

The deadline for submitting Proposals is: **July 22, 2021 at 2:00 PM**. The Proposals will be opened as soon as possible after 2:00 PM at City Hall, 444 1<sup>st</sup> Avenue and cost proposals will be read aloud. Proposals must be physically received by the City at the location listed below by the deadline. No faxed or electronic (email) Proposals shall be accepted.

Proposals shall be delivered to Stacie Cook, MMC, City Recorder, City Hall, 444 S. 1st Avenue, Mill City, Oregon 97360. The outside of the envelope or box containing the Proposal shall be marked with the **Name of the Bidder** and: **Mill City Automated Meter Reading System Proposal**. If the Proposal is not hand-delivered, Bidders are encouraged to email tracking numbers to [scCook@ci.mill-city.or.us](mailto:scCook@ci.mill-city.or.us).

All solicitation documents may be viewed or printed on line at the City of Mill City website ([City of Mill City, Oregon](http://City of Mill City, Oregon)). Please contact City Recorder Stacie Cook at (503) 897-2302) with any technical problems viewing solicitation documents.

Bidders should register with City Recorder Stacie Cook at the City of Mill City as a document holder to receive addenda. Any clarifications or revisions will be addressed and issued in addenda; City must receive requests for changes in writing five working days prior to the deadline for submitting proposals.

Bidders are responsible for checking the City of Mill City web site ([City of Mill City, Oregon](http://City of Mill City, Oregon)) for the issuance of any addenda prior to submitting a Proposal. If the bidder does not register with the City of Mill City, the bidder will still be held responsible for all addenda/changes to the documents and may be considered non-responsive if their Proposal does not reflect those addenda/changes. The City of Mill City will post a list of Proposals submitted to the City on the City's website.

Proposals will only be considered if all Proposal forms are completed, signed and submitted prior to deadline.

Each bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120 (see Exhibit A-2).

In evaluating the proposals and selecting a Vendor, the City may cancel the procurement or reject any or all quotes in accordance with ORS 279B.100 and reserves the right to waive any

informalities, request additional information, negotiate with any Vendor providing a proposal, or issue subsequent requests for proposals. The City reserves the right to waive technicalities and award a Contract to the Vendor whose proposal is deemed to be in the best interest of City. The City also reserves the right to modify the quantity of water meters and meter boxes to be purchased.

The project is funded in part or wholly by funds from the Federal Safe Drinking Water Revolving Loan Fund (SDWRLF) through Business Oregon and a partnership of local and/or private funds.

For project information, contact Stacie Cook, City Recorder, at (503) 897-2302 or [scook@ci.mill-city.or.us](mailto:scook@ci.mill-city.or.us)

Dated this 28<sup>th</sup> day of June, 2021.

CITY OF MILL CITY

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*City Recorder*

**- END OF SECTION -**

## CITY OF MILL CITY

### **Automatic Meter Reading (AMR) System and Water Meter Hardware**

#### **Introduction and Background**

The City of Mill City currently has approximately 900+/- active water service meters in service. Currently, all of the meters are read manually.

The City is requesting Proposals from qualified and experienced manufacturers, suppliers, and vendors of Radio Frequency Based Automated Meter Reading (RF AMR) Systems. This invitation solicits proposals for furnishing a new, complete RF AMR System for approximately 350 service meters and water meter boxes. The City reserves the right to purchase more or less than 350 water service meters and meter boxes.

The System, as proposed, will include, but not be limited to, meter bodies and encoder registers, RF components, data collection equipment, hardware, and route management software. The target date for deployment will be 90 days from the date of award of this RFP.

The City will consider these as 'pit' installations due to the challenging environmental conditions – requiring factory sealed & potted electronics.

#### **Scope of Work**

The goods and services involved under the terms of the contract with the Contracted Respondent shall be full and complete execution of the items noted below, and as described further throughout this RFP. This effort involves the furnishing of a complete RF AMR system, to include but not be limited to the following:

1. Furnish RF AMR System Radio Meter Interface Units (MIUs) for all water service meter locations.
2. Furnish new water meters with meter register encoders compatible with the furnished MIUs. Factory potting (i.e., sealed, direct connection, with no wire splicing) of the MIUs to meter registers is required for those locations where replacement meters are being furnished along with MIUs. Nicor connection is preferred.
3. Furnish mobile data collecting equipment, route management software, and hardware; including all necessary appurtenances required to have the system securely & accurately capture the water meters' data and share that data through an interface file to be uploaded to the City's billing software.
4. The City of Mill City utility billing software is provided by Springbrook Enterprise, [info@sprbrk.com](mailto:info@sprbrk.com), (503) 866-777-0069, 1000 SW Broadway Street, Suite 1900, Portland, OR 97205. The RF AMR vendor will coordinate installation with the City of Mill City staff and the City's utility billing software vendor. The RF AMR system shall be installed, field tested and verified as being fully operable prior to acceptance by the City of Mill City.

5. Obtain all Federal, State and local permits required for the operation of the system and any other approvals.
6. Provide technical, installation, integration support, and operations & maintenance manuals to the City during system deployment.
7. Provide two days of onsite training from system expert(s) that leads to City staff understanding how to deploy and operate the system.
8. The Contracted Respondent will be the single point of contact to resolve any and all issues between meters, encoder registers, MIUs, software, etc. Therefore, all system components must be supplied and supported by one and the same Vendor.

**RF AMR System Minimum Specifications**

1. Overview

The RF AMR system must reliably, accurately, and securely measure, store, capture, and transfer water meter data into an interface file properly formatted to City specifications to be uploaded into the City’s current utility billing software, Springbrook V7. The system must support ongoing Springbrook version updates.

2. RF AMR System Minimum Specifications

<b>RF Automated Meter Reading (RF AMR) System Minimum Specifications</b>	
1. AMR system components must be designed to function together as a working system. They must be supplied and supported by a single vendor.	
2. AMR system and all components must meet and comply with latest relevant AWWA, NSF, ANSI, EPA & FCC Standards.	
<b>Meter</b>	<b>Meter Interface Unit (MIU)</b>
1. Bronze Body and threads with flow directional arrow for installation, intended for horizontal installation.	1. Two-way radio frequency communication.
2. True absolute, sealed (pit) encoder register to read in cubic feet (cf). Capability of 3/4" & 1" to read in 10's; 1-1/2" & 2" to read in 100's.	2. Up to 8 ft. cable on meter/MIU combinations.
3. Lay Lengths: [3/4" - 7-1/2"] [1" - 9"] [1-1/2" -13"] [2" - 17"].	3. Integral encoder/MIU allowed for replacement meters.
4. Deliver minimum continuous gallons per minute(GPM): 3/4" 25gpm; 1" 50gpm; 1-1/2" 80gpm; 2" 100gpm.	4. Integral MIU/register combinations will not be considered. MIU will be separate component from the meter
5. The encoder register must provide visual registration at the meter and have an analog "odometer" style display	5. MIUs must be potted by the manufacturer.

6. No special tools shall be required to remove the encoder register, or special tool(s) shall be supplied.	6: Note: Large Commercial Meters (2"-8") to be retrofitted will have two register encoders – small and large side.
<b>Meter &amp; Meter Interface Unit System</b>	
1. MIU and meter connections must be potted by manufacturer if meter & MIU are installed together; or C. include weatherproof connections on MIU & meter encoder retrofits.	
2. System must include minimum following features: 105-day data storage, Reverse Flow, No/Low/High Consumption, Tamper Resistant, Low Battery.	
3. Remote firmware upgradeability.	
4. Factory pre-programmed with no additional field programming required.	
5. Radio Frequency AMR to AMI migrate-able without onsite reprogramming.	
6. Meter, encoder, and MIU must fit into City's existing meter boxes relevant to the installation sizes. 3/4"- Brooks 36MB & Armorcast 12"x20"x12"; 1"-Brooks 37MB & Armorcast 13"x24"x12"; 1-1/2" & 2"-Brooks 65MB & Armorcast 17x30x12.	
7. 20 Year - Battery Life, Service-Free Life, and Warranty.	
<b>Mobile Data Collecting</b>	<b>Software &amp; Hardware</b>
1. Mobile data collection device will be a laptop computer.	1. System must include all required mobile equipment, materials, and software services for AMR system to operate according to the minimum specifications provided within this RFP (i.e., hardware, SaaS, cables, adapters, connectors, etc.).
2. Magnetic mount portable antenna with associated cable/connector.	
<b>Mobile Data Collecting and Software/Hardware System</b>	
1. System must securely capture, store, and transfer reliable and accurate meter data with user friendly software and hardware.	
2. System must stamp meter reading at minimum with assigned meter serial number & date to be securely shared with City hosted billing system in the format requested by City. Vendor shall verify system is compatible with the City hosted billing system.	
3. Must support multiple meter reading routes - minimum of six.	
4. Provide GIS map-based route status with minimal required interaction by the operator. Allow easy viewing of read and/or unread meters.	
5. Include number of meters read, unread, and percentage complete.	
6. Mobile system must be able to be powered by 12vdc auxiliary vehicle power source.	
7. Mobile System must maintain continuous communication between antenna, collector, and laptop/tablet.	
8. System must be compatible with Microsoft Windows.	
9. City shall retain data ownership.	

### Solicitation Documents:

Solicitations documents can be viewed at City Hall, 444 S. 1<sup>st</sup> Avenue in Mill City, Oregon. The solicitation documents can be obtained electronically by submitting a request to Stacie Cook, MMC, City Recorder (503) 897-2302 or via email: [scCook@ci.mill-city.or.us](mailto:scCook@ci.mill-city.or.us)

The documents can also be viewed and downloaded at the City of Mill City website: [City of Mill City, Oregon](#).

Potential bidders shall register with Stacie Cook, MMC, City Recorder. Any addenda issued for this solicitation will be emailed to each potential bidder who has registered with the City by requesting the solicitation documents.

### Proposal Preparation and Submission Requirements

The system proposals shall meet, as current capabilities, the minimum technical specifications outlined in this document.

#### A. Written Narrative:

Vendors shall provide a comprehensive narrative and technical brief describing the RFAMR System proposed for implementation in the City.

#### B. Client References:

Vendors must furnish at least three references from municipally owned water utilities with RF AMR Systems installed within the last five years. The reference information shall include:

1. Name of Municipal Water Utility.
2. Contact person and phone number at Municipal Water Utility.
3. Type of RF AMR System Installed.
4. Meter body manufacturer.
5. Name of RF AMR System manufacturer installed.
6. Number of meters installed as or converted to RF AMR System.
7. Project completion date.

### Bid Prices to Cover Entire Work Including Delivery

Packing and transportation expenses are the responsibility of the bidder. All bid prices shall be F.O.B. destination and **shall include all storage, shipping and all delivery costs** to City of Mill City, Public Works Shop Building, at 475 SE Kingwood Avenue, Mill City, Oregon 97360.

### Physical Delivery of Proposals

The City requires physical receipt of the Proposal in hard copy (paper) form prior to the deadline with original signatures.

## Proposal Submittal Requirements

Each Proposal shall include the written narrative of vendor qualifications, client references and the technology solution and the signed Proposal Forms.

Sealed Proposals shall be delivered to Stacie Cook, MMC, City Recorder, City Hall, 444 S. 1st Avenue, Mill City, Oregon 97360. The outside of the envelope or box containing the Proposal shall be marked with the **Name of the Bidder** and: **Mill City Automated Meter Reading System Proposal**. If the Proposal is not hand-delivered, Bidders are encouraged to email tracking numbers to [scook@ci.mill-city.or.us](mailto:scook@ci.mill-city.or.us).

### A. Written Submittal of Vendor Qualifications and Technology Solution

Each vendor's response shall be organized as outlined below in no more than fifteen single sided pages:

1. Executive Summary
2. Explanation of Vendor Qualifications
3. Client Reference List
4. Technology Solution Overview

### B. Completed Proposal Forms (not included in the 15-page limit)

Exhibit B-1 Proposal Form

Exhibit B-2 Certification

The Proposal shall be executed properly and all writing shall be legible ink or typewritten, except the signature of the Vendor that shall be written in ink. The Vendor shall specify in figures, in the places provided, a price for each of theseparate items called for on the proposal forms.

All proposal forms must be completed, signed and submitted. Any changes must be initialed. Any section that a bidder believes is not applicable may be marked as NA.

## Addenda

Persons intending to submit Proposals shall register the City Recorder Stacie Cook at the City of Mill City in order to receive addenda. The City may reject proposals that do not indicate that all addenda have been received.

## Protests

Protests of this solicitation shall follow the process outlined in OAR 137-047-0730 and must be received in writing not less than ten (10) days prior to closing, except protests of an addendum are due five days after the issuance of the addendum. A request for a change in specifications or any portion of this invitation to bid or the contract documents is considered a protest.

Protests of the Intent to Award and Contract Award shall follow the process outlined in OAR 137-047-0740 and must be received in writing not less than five (5) days after the



notice of intent to award the contract. If you do not protest the Notice of Intent to Award, you will not be able to protest the Award. Protests shall be delivered to Stacie Cook, MMC, City Recorder, City of Mill City, 444 S. 1st Avenue, Mill City OR 97360.

Project Manager

The Project Manager for this project is: Russ Foltz, Public Works Supervisor, **(503) 897-2302 (City Hall) or (503) 930-8256 (Mobile).**

Schedule

Proposal Deadline / Opened & Read	July 22, 2021 at 2:00 PM	City Hall
Evaluation and Selection	July 22 to 27, 2021	
Issue Notice of Intent to Award	July 27, 2021	
Projected Council Award Date	August 10, 2021	

Evaluation and Selection Criteria

The City of Mill City recognizes the long-term implications of implementing a RF AMR System. The City, therefore, will evaluate each Proposal based on long-term cost effectiveness, initial cost, future maintenance, and similar system characteristics.

The analysis of Proposals will include a review of projects of similar size and scope installed by the Vendor or by the Vendor’s team.

The City Selection Team will consider, at a minimum, the following criterion in evaluating Proposals:

1. Technology proposed for implementation in the City of Mill City.
2. Qualifications and experience of vendor and/or manufacturer. References and past project performance.
3. RF AMR System proposal will be evaluated against minimum specifications, including product warranties.
4. Initial price and life cycle cost.
5. Number of trained, full-time support staff available for on-going technical assistance to the City after implementation of RF AMR system. In addition, Vendor supply chain characteristics will be evaluated.

	Item	Points
1.	Technology solution overview, including compatibility with City hosted billing system, installation, testing and verification system is fully operable.	10
2.	RF AMR system compliance with RFP minimum specifications.	25
3.	Vendor and manufacturer experience in similar projects.	25

4.	RF AMR total system pricing and life cycle cost, including costs of meters, meter boxes and lids.	20
5.	Contractor availability, system, and support deliverability.	20
	<b>Total Maximum Points</b>	100

The City may request that selected Proposers make a formal presentation to City staff. These presentations are considered an integral, yet cost incidental, element of the Proposal submitted.

Each vendor's response shall be organized as outlined below in no more than fifteen single sided pages:

1. Executive Summary
2. Explanation of Vendor Qualifications
3. Client Reference List
4. Technology Solution Overview
5. Completed Proposal Form (Exhibit A)

#### Warranty and Product Literature

Bidders shall include complete manufacturer's technical and descriptive literature and warranty information regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

For the warranty, include the length of time, covered components, repair site (city or contractor site) and availability of parts and service not covered under the warranty. If an extended warranty is available, include the details of the extended warranty.

#### Conformance to Bid Specifications and Requirements

Manufacturer names and part numbers are used for the purpose of describing needs and establishing general quality levels. Such references are not intended to be restrictive. Bidders are encouraged to submit requests to approve products "as equal" as early as possible in the solicitation process. The City is entitled to determine upon any reasonable basis what constitutes a product that is equal or superior to the product specified, and any such determination is final.

#### Completion/Delivery Date

Delivery of the AMR system, meters and meter boxes shall be complete on October 1, 2021 and the system shall be installed and operable by November 15, 2021.

#### Explanations

Any request for an explanation regarding the meaning or interpretation of specifications or other documents must be in writing, with sufficient time for the City to reply before bid opening. The City may choose not to provide an explanation. Explanations shall be made in the form of addenda and shall be furnished to persons who have registered as

plan holders. Oral explanations and comments shall not be binding.

### Evaluation of Proposals

In evaluating the proposals and selecting a Vendor, the City may cancel the procurement or reject any or all quotes in accordance with ORS 279B.100 and reserves the right to waive any informalities, request additional information, negotiate with any Vendor providing a proposal, or issue subsequent requests for proposals. The City reserves the right to waive technicalities and award a Contract to the Vendor whose proposal is deemed to be in the best interest of City. The City also reserves the right to modify the quantity of water meters to be replaced and/or retrofitted.

Protests of this solicitation shall follow the process outlined in OAR 137-047-0730 and must be received in writing not less than ten (10) days prior to closing. Protests of the contract award shall follow the process outlined in OAR 137-047-0740 and must be received in writing not less than seven (7) days after the notice of intent to award the contract. Protests must be in writing and delivered to Russ Foltz, Public Works Director, Mill City, OR.

Please review the sample City contract (see Attachment A). The City will execute this contract with the selected Vendor. Vendor shall read and comply with the attached documents before finalizing a proposal.

### Withdrawal of Proposals

Any withdrawal of Proposals must be in writing, submitted to the same location as the bid, marked "Bid Withdrawal" and received prior to the bid deadline.

### Contract Award

It is the intent of the City to award a contract to the Vendor whose Proposal best meets the selection criteria listed in the bid documents and does not exceed funds available.

The Contract shall be awarded as soon as practicable after the bid opening. The City reserves the right to waive any minor mistakes or informalities in Proposals at City's discretion. The City reserves the right to wait until the protest period has elapsed before entering into a written contract. In the event a protest is made, the City shall not enter into a written contract until the protest is resolved.

### Proposal is An Offer

The Proposal is an offer to perform the work on the stated terms and must be kept open for 60 days after submission.

### Approved Equal

If the bid invitation indicates "domestic approved equal" products are acceptable, the seller may offer an "equal" product as an alternate bid. All Proposals must identify the manufacturer, brand, model, etc. of item offered if not as identified on Bid Schedule. Approved Equal brands may be allowed where indicated. To bid on Approved Equal items rather than any brand specified, the bidder must supply a complete description and sufficient data for the City to properly analyze the product being bid. Samples may be requested for items other than "approved brands". These "Pre-approved Equal" brands must be submitted to the Issuing Officer 5 business days prior to the bid opening.

City reserves the right to reject any proposed equal submitted if the City does not have sufficient information to deem the product as an Approved Equal.

#### American Iron and Steel

The Bidder acknowledges to and for the benefit of the City of Mill City, Oregon (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Bidder pursuant to this Agreement. The Bidder hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Bidder has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Bidder shall permit the Purchaser or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Bidder has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Bidder agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

#### Prohibition on Use of Certain Telecommunications Equipment

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications

equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

### Form of Contract

The City will issue a Purchase Order which will incorporate the terms and conditions from this bid document, as well as the bid response. City of Mill City Purchase Order Terms and Conditions are included as Exhibit C.

### Preference for Recycled Materials and Supplies

As required by ORS 279A.125, the City shall give preference to materials and supplies manufactured from recycled materials if, the recycled product is available, it meets applicable standards, the product can be substituted for a comparable non-recycled product and the cost of the product does not exceed the cost of non-recycled products by more than five percent.

### Public Record

This invitation to bid and each Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Mill City and made a part of a file or record which shall be open to public inspection. If a Proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be clearly marked at the top of the page with the following; "This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192." The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Public Records Law. These restrictions may not include cost or price information which must be open to public inspection.

### Questions

Stacie Cook, MMC, City Recorder is the Issuing Officer for this solicitation and may be contacted at (503) 897-2302 or email at [scook@ci.mill-city.or.us](mailto:scook@ci.mill-city.or.us) regarding any questions relating to this invitation to bid.

**EXHIBIT A – PROPOSAL FORM  
CITY OF MILL CITY**

**TITLE: Automated Water Meter Reading System and Water Meter Hardware**

**BID OPENING: July 22, 2021 @ 2:00 PM**

**BIDDER: \_\_\_\_\_**

The undersigned, having full knowledge of the quality, quantity, and specifications of goods and services required, hereby proposes to furnish all labor, material and equipment required to furnish the goods and services in accordance with the Request for Proposals for:

**CITY OF Mill City PUBLIC WORKS  
RADIO FREQUENCY AUTOMATED METER READING SYSTEM**

**RF – Automated Meter Reading System**

<b>Category A - Radio Frequency Automated Meter Reading System</b>				
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
A1	RF – AMR System	1 LS	\$	\$
<b>Hardware Software &amp; Training</b>				
A2	Mobile Data Collection Equipment, Route Management Software, Hardware, Cables, Adapters, and Necessary Appurtenances including first year of Software Licensing, support, and updates.	LS	\$	\$
A3.	Required permits, system deployment support, O&M manuals, and two days of onsite training and/or any other costs not included above.	1 LS	\$	\$
<b>Total for Category A</b>			<b>\$</b>	

a. Meter and Encoder Manufacturer: \_\_\_\_\_

b. Model #: \_\_\_\_\_

c. RF AMR System Manufacturer: \_\_\_\_\_

d. Component Model #: \_\_\_\_\_

**Category B - Water Meters and MIUs:**

Item #	Description	Quantity	Unit Price	Extended Price
B1	3/4"x7.5" LL Water Meter w/ sealed Encoder Register with analog display and MIU, factory potted weather-proof <del>connection</del> between encoder register and MIU.	350 ea.	\$	\$
B2	1"x9" LL Water Meter w/ sealed Encoder Register and MIU, factory potted/weatherproof connection between encoder register and MIU.	2 ea.	\$	\$
B3	1-1/2"x13 LL Water Meter w/ sealed Encoder Register and MIU, factory potted/weatherproof connection between encoder register and MIU.	2 ea.	\$	\$
B4	2"x17" LL Water Meter w/ sealed Encoder Register and MIU, factory potted/weatherproof connection between encoder register and MIU.	2 ea.	\$	\$
B5	MIUs with up to 8ft. wire with weatherproof connections to existing Encoder Registers (retrofit existing large meters).	356 ea.	\$	\$
<b>Total for Category B</b>			\$	

**Category C - Water Meter Boxes and Box Lids:**

Item #	Description	Quantity	Unit Price	Extended Price
C1	DFW Plastics Meter Box with Lid, Part 486WBC4-12-BODY and LID, 15" x 22" x 12" deep, or equal. Meter boxes & lids must be load tested for use in sidewalks and driveways.	350 EA	\$	\$
<b>Total for Category C</b>				

**Category D – Additional Information for Evaluation**

Item #	Description	Quantity	Unit Price	Extended Price
D1	Annual Software Licensing, Support and Updates for AMR System. 2 <sup>nd</sup> Year July 1, 2022 to June 30, 2023.	1 LS	\$	S
<b>Total for Category D</b>				

## Proposal Details and Specifications

Award will be made to the responsible Vendor based on the ranking of the Proposal, ability to meet the City's delivery timeline and on the City's determination that it is in the public interest to do so.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the City may make arithmetic corrections on extension amounts.

The price offered must be inclusive of taxes and fees. Packing, transportation and delivery expenses are the responsibility of the offeror. City shall have the option to purchase additional quantities of items listed in Category B "Meters" and Category C "Meter Boxes and Lids" at the bid price for an additional 180 days after initial purchase order.

If the bid invitation indicates "domestic approved equal" products are acceptable, the seller may offer an "equal" product as an alternate bid. All Proposals must identify the manufacturer, brand, model, etc. of item offered if not as identified on Bid Schedule. Approved Equal brands may be allowed where indicated. To bid on Approved Equal items rather than any brand specified, the bidder must supply a complete description and sufficient data for the City to properly analyze the product being bid. Samples may be requested for items other than "approved brands". These "Pre-approved Equal" brands must be submitted to the City 5 business days prior to the bid opening. City reserves the right to reject any proposed equal submitted if the City does not have sufficient information to deem the product as an Approved Equal.



## EXHIBIT A.2 - CERTIFICATION AND CONTRACT OFFER

**BID TITLE: Automated Water Meter Reading System and Water Meter Hardware**

**BID OPENING: July 22, 2021 @ 2:00 PM**

I the undersigned, having carefully examined the Invitation to Bid and all other related material and information, agree to furnish materials as specified to the City of Mill City at the prices bid.

I further agree that this offer to furnish specified material will remain in effect at the prices bid for a period of not less than 60 calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the City of Mill City Council acting as the City's Contract Review Board and award is made thereon, I agree to enter into a contract as provided in the bid documents with City of Mill City to furnish materials as specified for the prices bid.

I hereby certify that the bidder has complied with the tax laws of this state and political subdivisions of this state, including but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318. Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this contract. Failure of the contractor to comply with the tax laws of this state or a political subdivision of this state before the contractor executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

I hereby certify that the Bidder/Contractor is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension", and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), under "search records".

I hereby certify that this bid is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Addendum No(s).\_\_\_\_\_Acknowledged?

YES /  NO

Resident Bidder?\*

YES /  NO

**\* Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".**

Form of Business:

Corporation  Partnership  Individual  Other (Please Describe): \_\_\_\_\_

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Firm

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

## EXHIBIT C

<p style="text-align: center;"><b>CITY OF MILL CITY CONTRACT FOR GOODS AND SERVICES</b></p>
---

### CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Mill City, a municipal corporation of the State of Oregon, hereinafter called "CITY", and \_\_\_\_\_ hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

### WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

WHEREAS, this CONTRACT between the CITY and the CONTRACTOR consists of the following Contract Documents (except as expressly noted otherwise):

- A. This Contract.
- B. Request for Proposals
- C. Bid Proposal
- D. Special Provisions:
  - 1. Special Provisions Section I: City of Mill City Terms and Conditions for Goods and Services Purchase Orders and Contracts
  - 2. Special Provisions Section II: Federal Safe Drinking Water Revolving Loan Fund (SDWRLF) Clauses and Public Contracting Provisions
- E. Addenda (numbers \_\_\_ to \_\_\_, inclusive).

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

#### 1. CONTRACTOR GOODS AND SERVICES

- A. CONTRACTOR shall provide goods and services for the City of Mill City, as outlined in its Attachment A, which by this reference is incorporated herein.
- B. CONTRACTOR'S obligations are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than June 30, 2022.

#### 2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not to exceed \$ \_\_\_\_\_ for providing goods and performance of those services provided herein for Phase 1;

- B. The CONTRACTOR will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Russ Foltz, Public Works Supervisor, City of Mill City, Oregon.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or

a third party) as a result of said finding.

- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Mill City, or any partnership or corporation in which a City of Mill City employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

## 15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Mill City, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The City of Mill City this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

With regard to Professional Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Mill City, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONTRACTOR'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONTRACTOR.

With respect to Commercial Liability and Professional Liability, CONTRACTOR reserves the right to approve the choice of counsel.

## 16. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

- A. Commercial General Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include Contractors, subcontractors and anyone directly or indirectly employed by either.
- B. Automobile Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).
- C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self- insurance. Prior to starting work under this Contract, CONTRACTOR shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- D. Professional Liability Insurance. The CONTRACTOR shall have in force a policy of Professional Liability Insurance. The CONTRACTOR shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONTRACTOR or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Mill City business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Mill City business license.

18. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

19. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

20. NONDISCRIMINATION

It is the policy of the City of Mill City that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Mill City also requires its contractors and grantees to comply with this policy.

21. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, 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 CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

23. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD-PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third-party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

CITY OF Mill City,  
a municipal corporation of the State of Oregon

CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Note: Signature of two officers are required for a corporation)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

CCB License #: \_\_\_\_\_

BY: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Jim McGehee, City Attorney



# SPECIAL PROVISIONS – Section I

## City of Mill City Terms and Conditions for Goods and Services Purchase Orders and Contracts

**1. DEFINITIONS:** "Contract" means the entire written agreement between the parties, including but not limited to the Request for Quotes, Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

"Contractor" means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"City" means the City of Mill City, Oregon and is synonymous with "Buyer" as used in ORS chapter 12. "City" also means an ORCPP member if the purchase is being made under the State's cooperative purchasing program authorized by ORS 279A and the Bend City Code.

**2. WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor also shall comply with ORS 279B.230 regarding payment for medical care.

**3. STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to City contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which also apply to this contract, and which are incorporated by this reference herein.

**4. DELIVERY:** All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud and Contractor's warranty obligations.

**5. INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the City at times and place determined by the City. If the City finds goods furnished to be incomplete or not in compliance with solicitation specifications, the City may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the City's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**6. WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the City. Seller warrants that the material and/or equipment furnished do not infringe any patent registered trademark or copyright, and agrees to save, hold harmless, and indemnify the City in the event of any claim of infringement.

**7. CASH DISCOUNT:** If the City is entitled to a cash discount, the

period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**8. PAYMENT:** Payment for completion of City contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later.

**9. TERMINATION:** This contract may be terminated by mutual consent of both parties or by the City at its discretion. The City may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the City. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

"Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate."

**10. FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract. The City may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

**11. BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the City reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the City as the result of Contractor's breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification for City contracts.

**12. HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless the City and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

**13. ACCESS TO RECORDS:** The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. The City and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to perform examination, and audits and make excerpts and transcripts.

**14. AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the City. Contract amendments shall be effective only if in compliance with Bend Code Sections 1.554 C and D.

**15. SEVERABILITY:** If any provision of this contract is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the contract, and if negotiations fail, may terminate the contract.

**16. WAIVER:** Failure of the City to enforce any provision of this contract shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this contract.

**17. ATTORNEY FEES & GOVERNING LAW:** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor arising from or relating to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to the *in personam* jurisdiction of said courts.

**18. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of the City, which may be withheld in the City's sole, subjective discretion. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the City under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

**19. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth in the following articles, and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336), (iv) ORS 659A.142, and all amendments of and regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**20. PAYMENTS REQUIRED BY ORS 279C.505 AND 279B.220:** For all goods and/or services provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**21. CITY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor fails, neglects or refuses to pay promptly as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this contract, the City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this

contract. The payment of a claim by the City shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

**22. HOURS OF LABOR:** Contractor shall comply with the Oregon Bureau of Labor and Industries rules and all applicable local ordinances and permit conditions as they pertain to hours of work. ORS 279B.235 requires an employer to give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Contracts for services also require that persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

**23. SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

**24. AWARD TO FOREIGN CONTRACTOR:** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The City shall withhold final payment under this contract until Contractor has met this requirement.

**25. RECYCLABLE PRODUCTS:** Contractor will use applicable, recyclable products if (a) the recycled product is available, (b) the recycled product meets applicable standards; (c) the recycled product can be substituted for a comparable non-recycled product; and (d) the recycled product's costs do not exceed the costs of non-recycled products by more than five percent.

**26. MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

**27. THIRD PARTY BENEFICIARIES:** There are no third-party beneficiaries to this contract and are the only parties entitled to enforce its terms.

**28. LICENSE/CERTIFICATION:** The Contractor shall have a business license from the City if required under City Code.

**29. COMPLIANCE WITH TAX LAWS:** Contractor certifies under penalty of perjury that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For the purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403,200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620. Failure of the contractor to comply with the tax laws of this state or a political subdivision of this state before the contractor executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

**Attachment “B”  
City of Mill City  
Special Provisions – Safe Drinking Water Contract Requirements**

■ **(30) Source of Funds** (language to be included in all construction contracts and subcontracts)

“Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds. “

■ **(31) Suspension and Debarment** (language to be included in all construction contracts and subcontracts)

“Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”, and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), under “search records.”

■ **(32) American Iron Steel**

The Contractor acknowledges to and for the benefit of the City of Mill City, Oregon (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

■ **(33) Telecommunications Equipment Prohibitions**

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs Telecommunications Equipment

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of

Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.