



REQUEST FOR PROPOSAL

UTILITY BILL

DESIGN, PRINTING & MAILING SERVICES

Proposal Closing:

DATE: Tuesday, August 4, 2009

TIME: 3:00 p.m., Local Time

PLACE: Medford Water Commission Office

Medford Water Commission

200 South Ivy Street – Room 177

Medford, Oregon 97501

Telephone: 541-774-2440 ♦ Fax: 541-774-2555

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REQUEST FOR PROPOSAL

Notice is hereby given that the Medford Water Commission, by and through its Board of Water Commissioners, will receive sealed proposals until 3:00 p.m., Local Time, Tuesday, August 4, 2009, at the Medford Water Commission office, 200 South Ivy Street – Room 177, Medford, Oregon 97501, for the following services:

UTILITY BILL DESIGN, PRINTING & MAILING SERVICES

Proposals received after the time established for receiving proposals will not be considered. Facsimile (FAX) proposals are not acceptable. Each proposal must contain a Signed Proposal Submission Form.

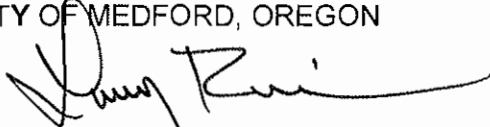
A set of such Request for Proposal (RFP) documents may be obtained from the Medford Water Commission office, 200 South Ivy Street, Room 177, Medford, Oregon 97501, by calling (541) 774-2440, or from the Web site: www.medfordwater.org.

Changes to the RFP are not binding upon the Commission unless confirmed by Written Addendum.

Sealed proposals are to be sent to Medford Water Commission, Attention: Cheryl Casad, 200 South Ivy Street – Room 177, Medford, Oregon, 97501. The Medford Water Commission may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding of the Commission that it is in the public interest to do so. The Commission also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

Dated this 9th day of July 2009.

BOARD OF WATER COMMISSIONERS
CITY OF MEDFORD, OREGON



Larry Rains, Manager

SCHEDULE

Advertise RFP.....	Wed., July 15, 2009
Last Date for Specification Protest	Wed., July 22, 2009
Deadline for Commission’s Specification Protest Decision.....	Fri., July 24, 2009
RFP Due Date/Time.....	Tues., August 4, 2009 – 3:00pm
Notice of Intent to Award.....	Wed., August 5, 2009
Last Date to Protest Award	Tues., August 18, 2009
Deadline for Commission’s Award Protest Decision.....	Wed., August 19, 2009
Award Contract	Wed., August 19, 2009
Work to Commence	Upon execution of contract

GENERAL INFORMATION/INSTRUCTIONS

INVITATION

You are invited to submit a proposal for services to design, print and mail the monthly utility bill for the Medford Water Commission.

The selected provider will be required to enter into a formal contract for personal services with the Commission (see attached sample).

GENERAL INFORMATION

The Medford Water Commission (MWC) generates approximately 30,000 utility bills per month over a 20-day billing cycle, or approximately 1500 per day. The number of utility bills will increase as the system continues to grow. The typical utility bill includes an invoice, return envelope and a newsletter.

SCOPE OF SERVICES

Design

Contractor will develop the design for the utility bill form, front and back pages, working in conjunction with MWC staff. The design should be consistent with other MWC marketing collateral, samples attached. MWC would like to explore the inclusion of data graphs in the near future, which would chart customers' prior year vs. current year water consumption data. Design services are a separate cost item on the Proposal Submission Form.

Transmitting of Billing File

MWC will provide a customer billing file via the Internet. The file will include specific detailed billing information which includes customer name, service address, billing address and all line items. The file transfer will occur most days between 2:00 p.m. and 3:00 p.m., but no later than 4:00 p.m.

Products Needed

The Contractor shall provide each individual statement on a preprinted form that matches up with the data. The statement will have a perforated coupon on the bottom of the statement to be returned by the customer with payment in a #9 window envelope to MWC. The "remit to" address must be viewed through the #9 window envelope.

Billing and Return Envelopes

The Contractor shall supply all billing and return envelopes. The billing envelope will be a #10 booted windowed envelope and the return will be a #9 windowed envelope. Both envelopes will need to be approved by MWC. The cost of the billing envelopes will be shown as a unit bid item on the proposal sheet. MWC will pay the Contractor for one year's supply of envelopes upon invoicing and receipt of the envelopes by the Contractor.

Ninety days prior to the anniversary date of this agreement, the Contractor shall supply MWC with an updated cost for the next year's envelopes. MWC retains the right to supply the envelopes if they can be secured at a lower cost. Should the contract be cancelled, the inventory of envelopes shall be returned to MWC. Regardless of who supplies the envelopes, they shall be stored at the Contractor's site at no cost to MWC.

Newsletters

In addition to the statement and return envelope, a monthly newsletter will need to be inserted. Depending on the estimated cost of producing the newsletter, along with print quality and timeliness considerations, it will either be supplied by the Contractor or by MWC, or by other City of Medford departments from a source of their choice.

The newsletter varies in size: sometimes using an 8½" x 11" single sheet to be tri-folded and sometimes using an 11" x 17" sheet folded in half and then tri-folded. These newsletters are sent to all customers 9 -12 months per year. The open months are often used by other agencies or departments within the City. The format of the informational insert may change, but it must fit within the #10 envelope.

If the newsletters are printed by a different vendor, they will be delivered to the Contractor prior to the start of each month.

MWC quarterly newsletter Waterlines: In general, the files will be produced by MWC in Adobe Creative Suite software, see sample attached. Specifications: around 27,000 copies; 2-page document; two spot colors; bleeds on four sides; Postscript fonts; duotones; high resolution output to film with hairline registration. Approximately 1,100 MWC newsletters are to be provided to MWC upon printing, with 800 copies unfolded. The status of the newsletter count is to be evaluated by Contractor on a regular basis to ensure that print numbers are sufficient to insert one newsletter per billing envelope. Newsletter costs are itemized separately on the Proposal Submission Form.

Presort Qualification

Billing files need to be processed in First Class presort order to insure the lowest possible postage qualification and insure optimum expedition through the US Postal Service.

Selective Inserting

MWC would prefer the ability to selectively identify and insert the proper items into each envelope; the ability to include one #9 envelope in multiple statement envelopes or eliminate #9 envelopes if statements have credit balances or for auto-pay statements; and the ability to selectively insert special notices into specific customer's utility bills.

Multiple Statements

MWC has a number of utility bills that are mailed to the same address. Bills for these accounts are inserted into the same billing envelope in order to minimize postage cost. There are a few customers that have more statements than will fit in a regular envelope. These statements will need to be put into a larger envelope and addressed accordingly with adequate postage applied.

Bar Coding the Utility Bill

The Contractor shall bar code the utility bill with the zip code information to minimize postage costs.

Applying Postage to the Utility Bill

The Contractor shall apply the minimum required postage to the Utility bill. The Contractor shall keep abreast of current and pending changes in postage regulations and rates and keep MWC informed of these changes. It is the responsibility of the Contractor to minimize postage rates through the use of bar coding, sorting by zip codes or other means necessary. Failure to minimize postage costs could result in termination of this contract. Postage costs will be prepaid

to the Contractor in monthly increments. The Contractor will provide an accurate accounting of all postage charged to the Commission.

Delivery of Utility Bills to the Post Office

The Contractor shall deliver the sorted; bar coded utility bills to the Post Office so that they will be mailed on the first business day following the transfer of the original billing file to the Contractor.

Programming

MWC staff will have direct contact with the Contractor's IT staff to fulfill special needs or to answer questions concerning the bill. These services will be covered by a separate bid item on the Proposal Submission Form.

Special Services

Occasionally a fourth insert will be required to be included in the utility bill and the inserts or newsletters may need to be folded. These services will be covered by a separate bid item on the Proposal Submission Form.

Measurement & Payment

Payment to the Contractor shall be made each month based upon the number of statements processed. Invoices shall follow the same basic format as the cost proposal. A daily summary of all activities shall be included with the monthly invoice. Two of the unit bid items: Fold and Insert Billing Items and Bar Coding Bills, shall be cost-estimated to include all of the tasks identified in this proposal except Postage (which will be reimbursed monthly on an actual-cost basis), and Special Services. The costs of supplying Special Services for folding or inserting a fourth item are covered in separate proposal item in the Cost Proposal. The cost of return and bill envelopes should be proposed to reflect the actual cost of these supplies since MWC retains the right to purchase and supply the envelopes to the Contractor if MWC can obtain them at a lower cost. The cost of envelopes will be reimbursed upon receipt and invoicing by the Contractor.

Secure Data

After an agreed upon time frame by MWC, data must be securely erased using Department of Defense standards.

PROPOSAL INSTRUCTIONS

The proposal submittals must include, at a minimum, the following required information:

1. **PROCESS AND METHODOLOGY:** A discussion of approach to the project.
2. **SCOPE OF WORK:** A recap but further detailed description of the scope of work to be performed by the Contractor. The scope should include meeting with MWC at appropriate times to review aspects of the utility bill design.
3. **PROJECT SCHEDULE:** A detailed schedule of the project.
4. **QUALIFICATIONS, EXPERIENCE & FACILITIES:** A history and structure of the firm; a listing of the project manager and all key personnel to be utilized on the project, including their educational background, work history, percentage time commitments for this project, areas of responsibility, and a statement of their particular expertise and experience related to this type of project. Include a complete description of equipment and facilities.

5. STAFFING PLAN: Indicate the total number of projects that will be managed by the designated project manager during the period consultant is managing this project.
 - 5.1 Attach an organizational chart of the office that will be providing the services to the Commission.
6. REFERENCES: A minimum of three (3) references for similar work completed by the project team within the last years (3) years, including a list of current clients that are using the Contractor's services. List should include names, addresses, telephone numbers, FAX numbers and e-mail addresses. The Commission reserves the right to investigate the references and past performance of any proposer with respect to successful performance of similar projects, compliance with specifications and contractual obligations, and completion of a project on schedule.
7. SUB-CONSULTANTS: Provide a list and description of tasks, qualifications, and responsibilities of any sub-consultant that may be hired.
8. PROPOSAL SUBMISSION FORM: Signed by an individual authorized to bind your firm.
9. COST ESTIMATE: In a separate sealed envelope, provide a cost estimate for each of the tasks and items as listed on the Proposal Submission Form. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposal. **All costs must be identified.** If necessary, please add additional sheets to the Proposal Submission Form to cover all costs. This process is not considered a bid, nor will cost alone decide who is selected. Please note that the Commission relies heavily on the proposed cost and is reluctant to grant further increases unless substantial reasons are made for overage.

Proposal Modification: Modifications or erasures made before signing by the authorized representative must be initialed in ink. Once submitted, proposals may be modified in writing before the time and date set for proposal closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modification must be submitted in a sealed envelope clearly marked "Proposal Modification", and identifying the proposal title and closing date and time. Proposer may not modify proposal after proposal closing time.

Proposal Withdrawal: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Commission Manager prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Manager. To be considered, protests must be received by Wednesday, July 22, 2009. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
 Proposal Title
 Closing Date and Time

Protest of Award: The award by the Board of Water Commissioners shall constitute a final decision of MWC to award the contract if no written protest of the award is filed with MWC within fourteen (14) calendar days of the Notice of Intent to Award. The written protest shall specify the

grounds upon which the protest is based. In order to be an adversely affected proposer with a right to submit a written protest, a proposer must be next in line for award. MWC will not entertain a protest submitted after the time period established in this rule.

PROPRIETARY INFORMATION

The opened proposals shall be available for public inspection (ORS 192.420 to 192.505) except to the extent the proposer designates trade secrets or other proprietary data to be confidential. (ORS 192.501 (2))

TIME AND PLACE FOR RECEIVING PROPOSALS

Proposers shall submit sealed proposals containing: **one (1) clearly marked "ORIGINAL" and three (3) copies** of the proposal to Medford Water Commission, ATTN: Cheryl Casad, CS/IS Administrator, 200 S. Ivy St., Room 177, Medford, Oregon 97501 by:

3:00 p.m. - Local Time – Tuesday, August 4, 2009

Only one sealed envelope containing the separate cost estimates need be submitted with all four proposals. Proposals received after the deadline will not be considered. Facsimile (FAX) proposals are not acceptable. Proposer may be present on the opening date; however, award decisions will not be made at the opening.

PLEASE NOTE

In order to ensure consideration, proper identification and handling, the Proposal must be enclosed in a sealed envelope clearly marked:

RFP – UTILITY BILL DESIGN, PRINTING & MAILING SERVICES

The Commission will not be responsible for identifying and handling any proposal that is not submitted in an envelope labeled this way. Failure to so label the *exterior* of your envelope, whether shipped by the U.S. Postal Service or by an express carrier such as FedEx®, may result in disqualification of your proposal.

EVALUATION PROCESS

An Evaluation Committee so designated by the MWC Manager will evaluate the proposals submitted. Based on this review, up to three (3) proposers may be selected for personal interviews, in Medford, with the Committee. An award recommendation by the Committee will be based on merit, relying on the information in the proposal. Evaluation criteria shall include: prior experience performing similar work, qualifications, process and methodology, references, cost, facilities, ability to meet deadlines and budget, and the quality of the written and oral communications.

Information contained in the cost envelope will be secondary and will be opened after the proposals have been reviewed by the Evaluation Committee. How the Committee uses that information is at their discretion. The Evaluation Committee will recommend the highest rated proposer to the Manager.

MWC reserves the right to solicit additional information from applicants should MWC deem such information necessary during the evaluation process.

AWARD

The Board of Water Commissioners will consider award of the project based on the Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the Board of Water Commissioners, offers the best combination of price and performance, and meets all required specifications. MWC may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding of MWC that it is in the public interest to do so. MWC also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

CONTRACT

A sample personal services contract is attached as Exhibit A; conditions and terms may be modified at the time of contract negotiations.

This contract shall be for a two-year period beginning on or around September 1, 2009. The contract may be extended for an additional two-year period upon mutual consent of both parties. Postage, as defined earlier, will be reimbursed by MWC on an actual costs basis and envelopes on an annual basis.

Standard insurance provisions shall apply to this contract.

MWC retains the right to cancel this agreement at any time with 30 days notice.

CONTACT PERSON

For additional information regarding this proposal, please direct questions to Cheryl Casad, CS/IS Administrator, at (541) 774-2425 or write to the address on the front cover. Please do not attempt to contact any other member of the Evaluation Committee. Such contact may disqualify your submittal.

PROPOSAL SUBMISSION FORM

BILLING SERVICES				
Item	Description	Estimated Units	Unit Cost/1000	Total
1.	Fold and Insert Billing Items	24,000/mo		
2.	Bar Code Bills	24,000/mo		
3.	Insert Multiple Utility Bills	1,000/mo		
4.	Printing forms	300,000/yr		
5.	Processing statements	24,000/mo		
TOTAL MONTHLY COST				\$

ENVELOPES				
Item	Description	Estimated Units	Unit Cost/1000	Total
1.	Invoice Envelopes	300,000		
2.	Return Envelopes	250,000		
TOTAL COST				\$

SPECIAL SERVICES		
Item	Description	Unit Cost/1000
1.	Inserting 4th Items (May include folding)	

GRAPHIC DESIGN SERVICES		
Item	Description	Cost
1.	Design of Utility Bill (Lump Sum Estimate)	
2.	Additional Design Services (Per Hour)	

NEWSLETTER		
Item	Description	Cost
1.	Printing (Per 1,000)	
2.	Folding (Per 1,000)	
3.	Additional Prepress (Per Hour)	

PROGRAMMING SERVICES		
Item	Description	Cost/Hour
1.	Additional Programming Services	

POSTAGE: Postage shall be billed at actual costs.

** SIGNATURE PAGE FOLLOWS **

I, the undersigned, having read and with full understanding of all Proposal specifications, terms and conditions, do submit the following Proposal to provide the Medford Water Commission with Utility Bill Design, Printing and Mailing Services, and certify that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Proposer's Printed Name: _____
Proposer's Signature: _____
Company Name: _____
Address: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____
Date: _____

RESIDENT BIDDER CERTIFICATE

Pursuant to Compliance with Oregon Revised Statutes:

"Resident Bidder" Certification:

Yes, I certify that I am a "resident bidder."

(ORS 279A.120(b): "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" under this paragraph)

No, I am not a "resident bidder."

("Nonresident bidder" means a bidder who is not a resident bidder)

I am domiciled in the State of _____
Indicate State

Exhibit A
SAMPLE
PERSONAL SERVICES CONTRACT
For
(Name of Project)

THIS AGREEMENT, made in duplicate this _____ day of _____, 2009, by and between _____, (hereinafter referred to as "CONTRACTOR"), and MEDFORD WATER COMMISSION, a chartered municipal water utility of the City of Medford, Oregon, and governed by and through its Board of Water Commissioners, (hereinafter referred to as "CLIENT").

WITNESSETH:

WHEREAS, the CLIENT desires to engage the CONTRACTOR to render certain technical and/or professional services hereinafter described in connection with providing support services for _____; and

WHEREAS, the CONTRACTOR is qualified and agreeable to render the aforesaid technical and/or professional services;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto do mutually agree as follows:

Article 1. Engagement of CONTRACTOR

The CLIENT hereby agrees to engage the CONTRACTOR to perform the technical and/or professional services as hereinafter set forth. CONTRACTOR is not an employee of the CLIENT. CONTRACTOR possesses a valid City of Medford business license.

Article 2. Scope of Services

The CONTRACTOR shall perform the services set forth in Exhibit A, entitled Rate Schedule, attached hereto and by reference incorporated herein and made a part hereof. CONTRACTOR is employed to render a professional service only, and any payments made to the CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work. Except as otherwise agreed by the parties, CONTRACTOR shall follow the usual and customary practice of the Personal profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Exhibit A hereof shall be made available to the CONTRACTOR without charge by the CLIENT, and the CLIENT shall cooperate in the carrying out of the work without undue delay.

Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The provisions of ORS 279C.505 to 279C.520 and 279C.530 are attached hereto as Exhibit B and incorporated herein by reference.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.

Article 5. Time of Performance

The services of the CONTRACTOR are to commence within immediately after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed by _____, with an option to extend the Agreement for an additional two (2) years upon mutual agreement, in writing, by both parties.

Article 6. Compensation

The CLIENT shall compensate the CONTRACTOR in accordance with the Rate Schedule set forth in Exhibit A, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONTRACTOR is due upon presentation of invoice to CLIENT and is to be made within thirty (30) days.

Article 7. Changes

The CLIENT may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONTRACTOR, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 8. Extras

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefore have been authorized in writing in advance.

Article 9. Suspension of Work

CLIENT may suspend, in writing, all or a portion of the work under this Agreement if

unforeseen circumstances beyond CLIENT's control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event CLIENT does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 10.

Article 10. Termination of Work

CLIENT may terminate all or a portion of the work covered by this Agreement for its convenience. CLIENT or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CLIENT, become its property. If requested by CLIENT, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CLIENT shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to CLIENT for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

Article 11. Interest of the CONTRACTOR

The CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of this work no person having any such interest shall be employed.

Article 12. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONTRACTOR pursuant to this Agreement which the CLIENT has requested be kept confidential, shall be made available to any individual or organization by the CONTRACTOR without the prior written approval of the CLIENT.

Article 13. Subletting or Assignment

Neither of the parties hereto shall assign, sublet or transfer his interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 14. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONTRACTOR, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CLIENT so long as such subject data is in the possession of the CONTRACTOR. Following termination or completion of the work pursuant to this Agreement, upon request, CONTRACTOR will make all subject data available for CLIENT on CLIENT's premises and the CLIENT may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data.

Article 15. Federal Requirements and Provisions

If applicable, Federal requirements and provisions are attached hereto as Exhibit C. CONTRACTOR agrees to comply with such attached provisions.

Article 16. Indemnity and Compliance with Laws and Regulations

CONTRACTOR agrees that (s)he will hold CLIENT, its officers, employees and agents harmless from any claim, liability, damages or obligation arising from CONTRACTOR's activities performed during the course of the work and will indemnify CLIENT for the amount of any obligation it may incur on account thereof or arising therefrom. Provided, however, that CONTRACTOR shall not be required to indemnify CLIENT against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of CLIENT, except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of CONTRACTOR or CONTRACTOR's agents, representatives or subcontractors.

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, in any manner affecting the conduct of the work, including but not limited to, possession of a valid City of Medford business license.

Article 17. Insurance

During the life of this Agreement, CONTRACTOR shall maintain the following minimum insurance:

- (1) Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required: General Aggregate- \$1,000,000, Products/Completed Operations Aggregate- \$1,000,000, Personal & Advertising Injury Aggregate- \$1,000,000, Each Occurrence- \$500,000. "The Medford Water Commission and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured.
- (2) Commercial automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired autos. The combined single limit for bodily injury and property damage shall be not less than \$500,000. "The Medford

Water Commission and its officers, employees and agents while acting within the scope of their duties as such” shall be named an additional Insured.

- (3) Statutory workers compensation and employers liability insurance as required by State law.
- (4) Professional liability insurance. The limit of liability shall be not less than \$500,000.

Coverages 1 and 2 shall be written on an occurrence basis not on a claims-made basis and satisfactory “tail” coverage shall be provided for coverage 4. CONTRACTOR shall submit to CLIENT certificates of insurance for all policies listed above. The certificates shall provide that the insurance company give written notice to CLIENT at least ten (10) days prior to cancellation of or any material change in the policy.

Article 18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 19. Integration

This Agreement represents the entire understanding of CLIENT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 20. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state.

-- SIGNATURE PAGE FOLLOWS --

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

CLIENT:

MEDFORD WATER COMMISSION _____

By: _____

Title: _____

CONTRACTOR:

By: _____

Title: _____

Consultant's Taxpayer I.D. Number or Social Security Number

CONTRACTOR'S SIGNATURE WITNESSED BY:

/

Printed Name / Signed Name

Exhibit B

STATUTORY PUBLIC CONTRACT PROVISIONS

279C.505 Conditions concerning payment, contributions, liens, withholding and drug testing.

(1) CONTRACTOR shall:

(a) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.

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

(c) Not permit any lien or claim to be filed or prosecuted against COMMISSION on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) If a public improvement contract, CONTRACTOR shall demonstrate that an employee drug-testing program is in place.

279C.510 Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

(1) If a contract for demolition, CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost effective.

(2) If a contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with the public improvement contract as such claim becomes due, the proper officer or officers representing CITY 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 CONTRACTOR by reason of such contract.

(2) Every public improvement contract shall contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The

rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract shall contain a clause or condition that, if the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

279C.520 Condition concerning hours of labor.

(1)(a) No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) CONTRACTOR shall 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.

(3) Persons employed under contracts for personal services as described in ORS 279C.100 shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) N/A.

(5)(a) Persons employed under contracts for services 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 279C.540(1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater.

(b) CONTRACTOR shall give notice in writing to employees who work on a contract for services, 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.

279C.530 Condition concerning payment for medical care and providing workers' compensation.

(1) CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which 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.

(2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126.

ORS 279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; fee; bond.

(1)(a) Except as provided in paragraph (d) of this subsection, the specifications for every contract for public works shall contain a provision stating the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rate may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency is required under paragraph (a) of this subsection to include the state and federal prevailing rates of wage in the specifications, the public agency also shall include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(c).

(c) Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C840.

(d) A public works project described in ORS 279C.800(6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for any contract for the public works shall include the applicable prevailing rate of wage.

(2) The specifications for every contract for public works between a public agency and a contractor shall contain a provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The contract shall contain a provision that the fee shall be paid to the commissioner under the administrative rule of the commissioner.

(3) The specifications for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9). Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

(a) To have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).



Waterlines

MAY 2009

QUARTERLY NEWSLETTER OF THE MEDFORD WATER COMMISSION



Numbers to Note:

For watering tips and updated plant water needs throughout the summer, call our **Lawn Watering Infoline** at 774-2460.

Love that sprinkler system for its convenience, but unsure of how to make it work optimally? Call 774-2435 for simple assistance in understanding your timer or for a complete **free sprinkler survey**.

Join us for a **tour** of the Big Butte Springs and Duff Treatment Plant. Call 774-2436 to register.

Committed to:

Excellence in Water Quality
Professionalism
Customer Service
System Reliability

Contact Us:

200 South Ivy Street, Room 177
Medford, OR 97501

541-774-2430

wtrcom@ci.medford.or.us
www.medfordwater.org

1 DAY RETIRES; ANDERSON APPOINTED



Jack Day

Although the Medford Water Commission is affiliated with the City of Medford, it is governed independently. A five-member board appointed by Medford's Mayor and approved by the City Council, provides oversight for Commission operations. Over the years, the Commission has been fortunate to have many individuals willing to devote countless volunteer hours to serve multiple five-year terms on this board.

With the expiration of his latest term, John ("Jack") Day recently stepped down after serving as a board member for twenty years. During Day's tenure, the Commission experienced significant growth, with the population served increasing from approximately 77,000 people in 1989 to nearly 130,000 today. Major projects during his years of service included construction of the Disinfection Facility at the Big Butte Springs, and significant modification and expansion of the Robert A. Duff Water Treatment Plant. While on the Board, Mr. Day

personally became an active sponsor of Water For People, a nonprofit organization focused on improving drinking water quality in developing countries worldwide. Jack Day also served on various other local boards over many years, including the school Board for Medford District 549C. Day remains active managing the operation of family-owned Roxy Ann Winery.

Replacing Day on the Water Commission board is local attorney, Jason Anderson. Anderson previously served for five years on Medford's City Council and five years on the Planning Commission, and he remains active with other local boards and commissions.

Jason joins current Board members Cathie Davis, Leigh Johnson, Tom Hall and Don Skundrick. We thank them all for their leadership.



Jason Anderson

BUYER BEWARE

Increasingly over the last several years, people have been bombarded with alarming sales pitches touting the benefits of bottled water and home treatment devices, causing people to question the quality of their tap water. The Medford Water Commission has addressed numerous customer inquiries on this topic, both individually and in various publications. However, given recent news about local families being sold unnecessary expensive water treatment devices, again addressing this topic is warranted.

The water we deliver is of excellent quality, easily exceeding all federal and state health standards, and the vast majority of substances tested for are not found in our water even in minute quantities. In fact, while you will pay far more for bottled water, it is not subject to more stringent regulations, and may in fact be of lesser quality.

Whether to drink bottled water or install home treatment devices is a personal decision. However, before buying such products, we suggest that you become informed about the need and benefits for doing so. If, for example, you are considering a water

treatment device due to claims that it eliminates nitrates, asbestos and pesticides, you may be interested in knowing that none of those items are even found in our water. And indeed the presence of chlorine in your water reflects that your water has continued to receive disinfection to your tap, being a positive indicator, rather than cause for concern.

Products claiming to provide superior water may well satisfy an objective you have. For example, you might seek additional treatment if household plumbing is affecting the quality of your water, or if you desire an additional layer of protection due to a weak immune system. However, if you just wish to eliminate the taste and odor of chlorine, it will dissipate out naturally if simply stored in a pitcher in your refrigerator. It is important to also be aware that regular maintenance of any treatment

device is needed, including refrigerator filters, as dirty filters, etc., can diminish water quality.

While we have willingly shared water quality information for decades, by law we are required to submit the results of our water quality tests to regulatory agencies, and to inform our customers of any issues of concern. In fact, our water quality analyses are likely to be more complete and readily available than those for most bottled waters. Test results can be found both on our Web site (medfordwater.org) and the state of Oregon's (oregon.gov/DHS/ph/dwp). The Environmental Health division of the Jackson County Health and Human Services Department also provides local oversight. And of course, customers are always welcome to contact our office with water quality questions.

WATER QUALITY COMPLEX DEDICATED

On April 6, 2009, the Medford Water Commission observed the dedication of the Robert L. Lee Water Quality Complex at the Duff Treatment Plant on the Rogue River. Initially hired as an assistant engineer in 1947, and serving as the Commission's manager from 1954 to 1982, Robert ("Bob") Lee played an enormous role in the development of the high quality water supplies that support Medford and surrounding communities today.

Lee oversaw the construction of the second Big Butte Springs Pipeline and Willow Creek Dam, and was instrumental in filing for the Commission's water rights on the Rogue River and construction of initial phases of the Robert A. Duff Water Treatment Plant. As we plan for expansion of the Rogue River treatment facilities into a larger water quality complex, it is truly fitting that it bear Robert Lee's name.

Waterlines

is a quarterly publication of the

Medford Water Commission

Established in 1922 and governed by the Board of Water Commissioners.

Commissioners

Cathie Davis, Chair • Leigh Johnson, Vice Chair
Tom Hall • Don Skundrick • Jason Anderson

Manager

Larry Rains

Serving these Cities:

Medford, Jacksonville, Central Point,
Eagle Point, Phoenix, Talent

Also serving:

White City area and the following
water districts: Jacksonville Highway,
Elk City, and Charlotte Ann



The family of Bob Lee celebrated the water quality facility dedication in his honor.

SAMPLE

MEDFORD UTILITY BILL

Customer Name
Street Address
City State Zip

Questions about your bill:
City of Medford Charges: (541) 774-2080
Medford Water Commission Charges: (541) 774-2430

BILLING DATE: June 1, 2009
ACCOUNT #: 1000200030
SERVICE DATES: 051109 - 061109
DAY/ROUTE/SEQ: 17.5.0002031
DATE DUE: May 31, 2009
AMOUNT DUE: \$60.00

Your Balance:

Previous Billing: 80.00
Payments/Credits: -80.00
Adjustments: 0.00
New Charges: +60.00
Current Account Balance \$60.00

Payments Received:

DATE	DESCRIPTION	AMOUNT
5/20/09	Payment received - thank you	80.00
Total Payments		\$80.00

Detailed Account Information:

CITY OF MEDFORD CHARGES - (541) 774-2080 - www.ci.medford.or.us

SERVICE

CHARGE



CITY OF MEDFORD SUBTOTAL:

MEDFORD WATER COMMISSION CHARGES - (541) 774-2430 - www.medfordwater.org

SERVICE

METER READING

GALLONS (1000s)

CHARGE



MEDFORD WATER COMMISSION SUBTOTAL:

CURRENT MONTH TOTAL:

Next scheduled read date: June 30 (Date may vary due to scheduling or weather)

RETAIN THIS PORTION FOR YOUR RECORDS

SUBMIT THIS PORTION WITH YOUR PAYMENT
Make check payable to Medford Water Commission

Change of address or phone? Questions or comments?
 Check here & provide info on Page 2

MEDFORD UTILITY BILL

200 S. Ivy St. - RM 177
Medford OR 97501

ACCOUNT #: 1000200030
DATE DUE: May 31, 2009

AMOUNT DUE: \$60.00

Please enter the amount enclosed

Timely Tips:

Your actions now
Can help lawns prepare
So, in summer you can
Use water with care

Your actions now
Can help lawns prepare
So, in summer you can
Use water with care

Your Water Usage Profile:

Log on to our Web site (medfordwater.org) for a detailed overview of your usage



Message Center:

Effective March 1, 2009, the board of Water Commissioners approved a rate increase for some customer groups. Your current bill reflects charges billed at the new rate.

It's easy to pay with Auto Pay!
Call: (541) 774-2430 to sign up

Estimated Annual Payment: \$450
Including Discount of 3.5%

See Page 2 for more information ▶



Customer Name
Street Address
City State Zip

Please write account number on check and mail to:

Medford Water Commission
200 S. Ivy St. - RM 177
Medford OR 97501



