CITY OF VENETA

Request for Proposals

Design Build for the Veneta Middle Mile Fiber Project

The City of Veneta is seeking proposals for a design build project for the design and subsequent installation of fiber optic cable along a line of poles owned by the Lane Electric Coop running from the Regional Fiber Consortium vault at the West Lane Substation on Kenneth Nielson Road to a vault near the hut owned and operated by LS Networks at the Veneta City Park 25190 E Broadway Ave, Veneta OR.

Interested Proposers must submit a proposal pursuant to the provisions of the Request for Proposals (RFP) to Ric Ingham, Veneta City Administrator, Veneta City Hall, PO Box 458, 88184 8th St. Veneta, Oregon 97487 no later than:

SOLICITATION DUE DATE AND TIME (CLOSING)
February 28, 2018 at 4:00 pm Pacific Time

Interested Proposers may obtain the solicitation documents, including contract terms, conditions and specifications at www.venetaoregon.gov/rfps or in person at Veneta City Hall 88184 8th St. Veneta.

All questions and comments regarding this solicitation shall be directed to Ric Ingham, Veneta City Administrator at the above address or by email to ringham@ci.veneta.or.us, and must be received at least ten days prior to the closing date. Any responses meriting changes to the RFP will be issued as addenda. Interested Proposers must continue to review issued addenda to the RFP at www.venetaoregon.gov/rfps. No addenda will be issued less than seven days before the closing date.

The City of Veneta may reject any proposal not responsive to all requirements of this solicitation. The City may waive any defects in a proposal that are not substantive to the proposal.

Proposals must be submitted to the City of Veneta: P.O. Box 458, City Hall, 88184 8th Street, Veneta, Oregon 97487, by the closing day and time. A non-public opening to follow immediately at City Hall. Late submissions shall be rejected without opening. The contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act 40 U.S.C. 3141 et seq.

A non-mandatory pre-proposal meeting will be held at the Veneta City Hall on February 14 at 1:00 pm.

Prequalification will not be required for this contract.
SECTION I - INTRODUCTION

1. INTRODUCTION:

This Solicitation is issued pursuant to ORS 279A, ORS 279C and the City of Veneta Public Contracting Rules, most specifically ORS 279B.060 and City of Veneta Public Contracting Rule 137-049-0200, governing competitive sealed proposals, and has been authorized by the City of Veneta Contract Review Board after a public hearing on January 22, 2018.

2. DEFINITIONS:

The term "City" or “Owner” throughout this document means the City of Veneta.
“Closing” is the solicitation due date and time.
“Design-Build” means a form of Procurement that results in a Public Improvement Contract in which a single Person/firm provides the Contracting Agency with all of the Personal Services and Construction Work necessary to both design and construct the project.
“Guaranteed Maximum Price” or “GMP” means the total maximum price provided to the Contracting Agency by the Contractor and accepted by the Contracting Agency that includes all reimbursable costs and fees for completion of the Contract Work and any particularly identified contingency amounts, as defined by the Public Improvement Contract.
“Proposer” means the person or firm that submits a Proposal in response to this Solicitation.

3. SOLICITATION REVIEW:

Proposers must carefully review this Solicitation document and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the City’s attention by protest pursuant to SOLICITATION PROTEST AND REQUEST FOR CHANGE provisions, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

4. BACKGROUND:

   a. The City of Veneta is an incorporated city, population approximately 5000, located six miles west of Eugene along Highway 126.
   b. The City has access to a previously installed fiber optic system within portions of the City, making service available to large users in the City.
   c. The City desires the installation of an open-access, publicly controlled multi-strand fiber optic cable connecting Veneta to the telecommunications services available in Eugene.
   d. Potential work at the relevant sites described below is to be performed after notices to proceed are issued.

5. PROJECT SCOPE AND OBJECTIVES:

Provide complete Design-Build services for the requested services for a route generally installed along the line of poles owned by Lane Electric Coop, or to be installed by Lane Electric Coop, from the Regional Fiber Consortium vault located at the West Lane BPA substation on Kenneth Neilson Road to Veneta. The tentative route would go north across Highway 126, then west and south to Cantrell Road. The route might travel along Cantrell Road to Central Road, then north the Highway 126 and west to Veneta.
After entering Veneta the route is expected to continue west north of Highway 126, with a vault at or near the entrance to the Veneta business park. The route is expected to cross Highway 126 where the pole line crosses Highway 126 to Luther Lane, then turn south along the pole line crossing from Luther Lane to E. Broadway, then east to a vault located outside the hut owned by LS Networks at the Veneta City Park, 25190 E Broadway Ave.

The project objective is to establish a middle mile connection of publicly-controlled, open access multi-strand fiber optic cable between the two end points so as to encourage competitive service providers entering and providing services to the residents and businesses of Veneta.

6. CONTRACT:

The successful Proposer, selected by the City, shall abide by the terms of the contract attached to this solicitation as Attachment F.

7. ADDENDA AND AMENDMENTS:

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be posted on the City’s website (www.venetaoregon.gov/rfps) and will not be distributed directly to potential Proposers. It is each Proposer’s responsibility to obtain all RFP addenda prior to submitting its Proposal. All addenda placed on the City’s website can be downloaded. All questions about the meaning, intent or any other aspect of the Solicitation shall be submitted in writing to the City’s Representative. Interpretations or clarifications considered necessary in response to such questions will be issued by Addendum. Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

The City may amend a contract without additional competition pursuant to CITY RULE 137-049-0910.

8. CITY REPRESENTATIVE:

The City Representative for the project is Ric Ingham, City Administrator, 88184 8th Street, Veneta, Oregon, Email: ringham@ci.veneta.or.us, Phone: (541) 913-2191, or designee.

9. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals. The City reserves the right to deviate from this schedule.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
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<tbody>
<tr>
<td>Deadline for Questions</td>
<td>February 16, 2018</td>
</tr>
<tr>
<td>Deadline for Addenda</td>
<td>February 20, 2018</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>February 28, 2018 4:00 PM</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>March 8, 2018</td>
</tr>
<tr>
<td>Veneta City Council Review and Approval of Contract*</td>
<td>March 12, 2018</td>
</tr>
<tr>
<td>Notice to Proceed for Design Phase</td>
<td>March 13, 2018</td>
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* Council reserves the right to interview one or more of the Proposers before finalizing selection
SECTION II – STATEMENT OF WORK

1. PURPOSE AND INTRODUCTION:

   a. The purpose of this solicitation is to establish an initial design-build contract with the selected proposer, establish conditions for the design and construction of the desired fiber optic system, and delineate the conditions under which construction can be initiated and completed. The project summary is described below. The selected Contractor shall provide all designs, labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work.

   b. The City of Veneta seeks to have constructed a fiber optic cable system that will provide open access to all providers interested in offering advanced telecommunications services to residents and businesses of the City of Veneta. The City anticipates that public ownership and control of the constructed system will best fulfill the City's objectives. The City seeks any innovative approach that will meet the City's objectives and will also assist the City with its objectives of cost savings.

   c. City is requesting proposals for complete Design-Build services for installation of at least 24 strands of fiber optic cable, expected to be ADSS or equivalent, along a route of poles from the Regional Fiber Consortium vault at the West Lane substation to the Veneta City Park, with an additional 24 strands from the Veneta City Park vault to the Veneta Industrial Park, as described above, or by an alternative route to be proposed. Lane Electric Coop expects to install poles along the portion of Cantrell Road between Kenneth Nielson Road and Halderson Road to improve its electrical service during the time of construction of the fiber system. These poles are expected to be a part of the system available for fiber installation.

2. GENERAL REQUIREMENTS:

   a. Technical Specifications: All work in the Design-Build scope shall conform to the technical standards of the Oregon Public Utilities Commission and the Lane Electric Coop for pole attachments. All work must be designed and completed consistent with best industry practices.

   b. Safety Requirements: Upon issuance of the notice to proceed with construction, the contractor shall first develop and submit for approval a safety plan, including any traffic control plan deemed necessary as a result of the approved design.

   c. Engineering Requirements: The final plans submitted as a part of the Design element of the work must be prepared by a qualified and licensed engineer, and must contain that engineers’ professional stamp.

   d. Funding is provided for design and construction separately. Notices to proceed for design and construction shall be issued separately. No costs for design will be paid after the request for payment following the City’s acceptance of the design plans.
3. **PROJECT SPECIFIC REQUIREMENTS:**

Proposals must include all design services, construction materials, fiber optic cable, vaults, conduit, construction services and work, quality control, internal project management services and other related services and any other work for the following:

a. **Provide all design and engineering for the construction bid work listed below.**

b. **Provide and secure all permits and pole attachments necessary. City will reimburse the cost of the permits and pole attachments.**

c. **A portion of the suggested route, along Cantrell Road between Kenneth Nielson Road and Halderson Road does not, at the time of the issuance of this RFP, contain poles. Lane Electric Coop intends to install poles along this portion of Cantrell Road during the spring and summer of 2018. Proposals may include assumed installation on these to be installed poles with installation to occur before construction of that segment, installation to be in accordance with similar installations adjacent to this span.**

d. **Construction must include the installation of a vault with adequate slack loop at the base of a pole adjacent to Highway 126, on the north side of Highway 126 and the Veneta Industrial Park.**

e. **Construction must include the installation of fiber optic cable, at least 24 strands from the Consortium vault at West Lane substation to the vault at the Veneta Industrial Park and 48 strands from the vault at the Veneta Industrial Park to the vault at the Veneta City Park. Subject to alternative evidence of sufficiency, the City expects that all aerial installations will be ADSS rated fiber. Vaults shall be installed at surface level, and shall have a lockable opening. Vaults shall have at least 50 feet of slack looped fiber optic cable. For aerial installation, the City expects approximately 50 feet of slack on every fifth span.**

f. **The proposed design drawings for the project must correspond to standard design drawings for the installation of fiber optic cable, must show the proposed installation of the fiber optic cable along the entire route, and must include the seal or stamp of a qualified engineer.**

g. **The City of Veneta has not made any commitment to any particular design or path, except that the final construction must begin and end at the designated locations. Subject to any value engineering, the anticipated path will begin at the Regional Fiber Consortium vault north of the West Lane BPA substation on Kenneth Nielson Road west to the existing line of Lane Electric Coop poles running north then west and south along Nielson Road to Cantrell Road, west along the line of Lane Electric Coop poles, including new poles to be installed along Cantrell Road running along Cantrell Road, Central Road, Highway 128, Luther Lane to E. Broadway to a vault located on City of Veneta Property at the end of E. Broadway (Veneta City Park). The City desires the construction of a vault and slack loop coil at the Veneta Industrial Park, north of Highway 26, and the connection of this vault with the vault at the Veneta City Park. The City intends to select the optimal proposal, measured according to the selection criteria set forth in this request for proposals.**

h. **The City anticipates that the construction work will involve the installation of fiber optic cable on electric power poles and, if appropriate, the underground installation of conduit and fiber optic**
cable in accordance with industry standards. Consistent with such standards, the construction is expected to include appropriate splicing, and the installation of vaults and splice cases.

i. **Value Engineering or other Cost Saving Proposals:** The City of Veneta is seeking proposals that will accomplish the design and construction of the desired fiber optical cable with the limited funds that the City has available. Accordingly the City is interested in value engineering concepts as well as any proposals that might bring innovative arrangements, such as, for example, cost sharing of the construction of the City’s fiber optic system.

j. The City of Veneta will issue any permits necessary for the construction of infrastructure within the city, upon the submission of an approvable application for such permits. The successful proposer will be responsible for any and all other permits or approvals necessary for the initiation and completion of the project.

k. The City will require a complete set of construction drawings upon completion of construction, hard copy (vellum) and electronic. These drawings may be modifications of the approved engineering plans.

SECTION III – INSTRUCTIONS TO PROPOSERS

1. **ALTERNATE PROCUREMENT METHOD:**

The Design-Build project delivery method is an Alternate Procurement Method. Pursuant to ORS 279C.335, the City held a Public Hearing on January 22, 2018, and the use of this Alternate method was subsequently approved by the Local Contract Review Board. To the extent any such Alternative Contracting Methods are utilized within the competitive bidding process set forth in 279C.335(1), CITY RULE 137-049-0600 to 137-049-0690 rules are advisory only and may be used or referred to by a Contracting Agency in whole, in part or not at all, within the discretion of the Contracting Agency.

2. **PRE-PROPOSAL CONFERENCE:**

A non-mandatory pre-proposal conference will be held February 14 at 1:00 pm at the Veneta City Hall, 88184 8th Street, Veneta, Oregon. Statements made by the City’s representative at the pre-proposal conference are not binding on the City, unless the City confirms such statements with a Written Addendum.

3. **GENERAL INSTRUCTIONS:**

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

4. **PROPOSALS:**

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

b. Proposals carrying orders or qualifications may be rejected as irregular.
c. All proposals shall be signed in ink in the blank spaces provided on the accompanying attachments. If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the vendor.

5. SUBMISSION OF PROPOSALS:

Proposals must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, the name of the project for which the proposal is submitted (Veneta Middle Mile Project) by the time and date of the proposal closing, as set forth on the cover page of this RFP. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as set forth on the cover page to this RFP.

Faxed or electronically delivered proposals shall be rejected as non-responsive.

There will be no public opening of the submitted proposals.

Proposals will be opened and recorded immediately following closing. The number of Proposals received, the identity of Proposers, and the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

6. SOLICITATION PROTEST AND REQUEST FOR CHANGE:

Proposers may submit a written protest of anything contained in this Solicitation and may request a change to any provision, specification or Contract term contained in the Solicitation, no later than ten (10) calendar days prior to the date Proposals are due. City Rule 137-049-0260. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the Solicitation provisions, specifications or Contract terms. The City will not consider any protest or request for change that is submitted after the submission deadline. Protest shall be delivered to the City of Veneta by email ringham@ci.veneta.or.us, or hand delivered to 88184 8th Street, Veneta, OR. Any changes to the Solicitation will be made in issued Addenda.

7. RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the cover sheet to this Request for Proposals. Proposals received after the time so designated will be considered non-responsive and will be returned unopened.

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

8. WITHDRAWAL OF PROPOSALS:

Any proposals may be withdrawn prior to opening, pursuant to City Rule 137-049-0320(2). Vendors’ proposals shall be valid for at least 30 days from RFP closing.
9. MODIFICATION:

Any vendor may modify its proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time and subject to City Rule 137-049-0320(1).

10. ACCEPTANCE OR REJECTION OF PROPOSALS:

Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. The City Council reserves the right to accept or reject any or all proposals. Only one proposal will be accepted from any one firm or association.

11. ADDENDA AND CLARIFICATIONS:

Statements by City staff or its representatives are not binding on City, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per City Rule 137-049-0250, and as follows: City will not mail notice of addenda, but will publish notice of any addenda on City’s website. Addenda may be downloaded off City’s website. Proposers should frequently check the City’s website until closing (i.e., at least once weekly until the week of closing, and at least once daily the week of the closing period).

Requests for clarifications shall be submitted in the same manner as solicitation protests per City Rule 137-049-0260(2), but must be received at least ten (10) days prior to the date set for the opening of proposals. Any and all responsive interpretations will be provided via addenda, as set forth above. Failure of any proposer to receive any such addenda shall not relieve such proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the solicitation documents, as if bound herein.

12. NONDISCRIMINATION:

Submittal of a proposal in response to this RFP evidences proposer’s certification that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

13. FAILURE TO SUBMIT OFFER:

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

Proposers are expected to examine the specifications, schedules and all instructions. The City is not liable for costs associated with the preparation of proposals in response to this RFP.

15. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by City unless otherwise provided for in the Request for Proposal. No employee or elected official of the City of Veneta shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.

16. NOTICE OF INTENT TO AWARD:

City shall provide a written Notice of Intent to Award at least five (5) days before the Award of a Contract. The City’s Award will not be final until the later of the following: FIVE (5) calendar days after the date of the Notice of Intent to Award, or the Veneta City Council has resolved any timely filed protests and has directed the City Administrator to execute a contract with the selected Proposer.

17. PROTEST OF AWARD:

The award by the City Council of the contract shall constitute a final decision of the City to award the contract, if no written protest of the award is filed pursuant to City Rule 137-049-0450 with the City within five (5) calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of the City only upon issuance of a written decision resolving the protest and affirming or modifying the award. Any modification shall be accompanied by a notice providing for additional protests. The award and any written decision denying a protest shall be sent to every proposer who provided an address. The City will not entertain a protest submitted after the time period established in this RFP.

18. RESERVED RIGHTS:

The City reserves the right:

a. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.

b. To reject for good cause any or all proposals upon the City’s written finding that it is in the public interest to do so.

c. To reject any and all proposals not meeting or differing from the specifications set forth herein.

d. To waive any or all informalities, deficiencies or irregularities in a proposal and accept and review a non-conforming proposal.

e. To consider the competency and responsibility of proposers in making any awards.
f. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.

g. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.

h. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that the City shall award the contract within 30 days after the proposal opening date.

i. To cancel, withdraw, postpone or extend this RFP, in whole or in part, at any time prior to the execution of the Design Build Agreement, without incurring any obligations or liabilities.

j. To negotiate additions or deletions to the most responsive proposal, including modifications to the attached Design-Build Agreement (Attachment F).

19. RECYCLABLE PRODUCTS:

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

20. ASBESTOS ABATEMENT LICENSE:

No asbestos abatement license is required of proposers for this work under ORS 468A.710.

21. NO WAIVER OF LEGAL RIGHTS:

The City shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

22. NEGOTIATION:

The City may negotiate specification modifications and the contract price, including any proposed partnership arrangements, as permitted by the City’s public contracting rules.
Negotiations of the construction contract, as set forth in the terms of the contract set forth in Attachment F and its Exhibits, shall be conducted according to the terms of Attachment F.

23. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS:

Pursuant to CITY RULE 137-049-0460 and ORS 279C:

a. Performance and Payment Bonds. Pursuant to ORS 279C.380, the Contractor shall furnish bonds covering the faithful performance of the Contact and payment of obligations arising there under. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or approved PRIOR TO BID SUBMISSION by the City. The cost of the Bond shall be included in the Contract Sum. The amount of each Bond shall be equal to 100 percent of the Contract Sum. Failure to adhere to these requirements may be grounds for rejection of the Bid.

b. Public Works Bond.

i. Contractors who work on public works projects, subject to the PWR law, are required to file a $30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect shall be provided to the City prior to Contract signing, after the award of this solicitation.

ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.

iii. Certain exemptions from the bond requirements exist for certified disadvantaged, minority, women or emerging small business enterprises. It is the Contractors responsibility to notify the City if an exemption applies to the Contractor.

iv. The Public Works Bond shall be furnished by a surety company authorized to do business in Oregon.

c. Time for Submission. The apparent successful Bidder shall promptly furnish the required performance security upon the City’s request. If the Bidder fails to furnish the security as requested, the City may reject the Bid and award the Contract to the Responsible Bidder with the next lowest Responsive Bid, and, at the City's discretion, the Bidder shall forfeit its Bid Bond. Terms and requirements of this subsection III.23 are subject to the provisions of Attachment F, as set forth herein, or as subsequently negotiated by the City and the selected Proposer.

24. CERTIFIED PAYROLL WITHHOLDING:

a. If a prime contractor does not file certified payroll as required (at least once per month), the City shall withhold 25% of amounts due to the prime contractor, in addition to any other required Retainage.

b. If a first-tier subcontract does not file certified payroll reports as required, the prime contractor shall withhold 25% of amounts due the first-tier subcontractor.

c. Once certified payroll reports are submitted, the City or prime contractor are to pay amounts withheld within 14 days.
d. Neither the City nor the prime contractor is required to verify the accuracy of the contents of the certified payroll reports.

25. BOLI/PWR REQUIREMENTS:

No proposal will be received or considered by the City unless the proposal contains a statement by the Proposer as part of its proposal that “Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 3141 et seq. Accordingly, all contractors and subcontractors will abide by the latest determination of the minimum wage rates as scheduled and published for this region by the Oregon Bureau of Labor and Industries and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:

a. The Contractor is required to pay workers not less than prevailing wage rates through the contract period.

b. If the Contractor fails to pay for labor and services the City can pay and shall withhold these amounts from payments to the Contractor. OAR 839-016-0020(1)(a).

c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required.

d. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the January 1, 2018 Prevailing Wage Rates for Public Works Contracts in Oregon. They may be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

26. REGISTRATION REQUIREMENTS:

City will not receive or consider a proposal unless Proposer is currently registered and in good standing with the Construction Contractors Board (CCB) as required by ORS 701.055, or licensed by the State Landscape Contractors Board, as required by ORS 671.530, and holds the proper registration for the work contemplated herein, at the time of Bid submittal. All Subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

27. DRUG TESTING REQUIREMENT:

ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Bidder is therefore required to certify that it has an employee drug-testing program in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all City property.
28. CONTRACT TERMS AND CONDITIONS:

The Proposer understands that neither this RFP, nor any Proposal submitted, shall constitute a contract with the City. However, any Proposal submitted shall be a binding offer to contract with the City under the terms and conditions of this RFP, the attached contract and the submitted Proposal.

Attachment F (Draft Design-Build Agreement) contains the anticipated Design-Build Agreement. The final Design-Build Agreement will be in substantial conformance with the draft Design-Build Agreement contained in Attachment F. Nevertheless, Proposers are advised that the City, in its sole discretion, may change the draft Design-Build Agreement through an Addendum or as negotiated after tentative award and prior to execution.

Proposers may submit proposed changes to the attached Design-Build Agreement as part of its proposal. Changes requested by Proposer to the draft Design-Build Agreement shall be so noted. Proposers are on notice that any exceptions taken to the Design-Build Agreement that is in place after the Proposal due date may not be accepted, and may result in the Proposal being declared non-responsive. Proposing a change to the draft Design-Build Agreement for the purposes of cost savings, while still meeting the City’s stated purposes of the project will be considered by the City and may, in the City’s sole discretion, be accepted as responsive.

The Contractor shall understand and agrees to comply with the following:

a. Provide prompt payment to all Persons supplying labor or material; contributions to Industrial Accident Fund; liens and withholding taxes (ORS 279C.505(1));

b. Demonstrate that an employee drug testing program is in place (ORS 279C.505(2));

c. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective;

d. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));

e. Payment of claims as outlined in ORS 279C.515(1);

f. Contractor and first-tier subcontractor liability for late payment on Public Improvement Contracts pursuant to ORS 279C.515(2), including the rate of interest;

g. Person’s right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract (ORS 279C.515(3));

h. Hours of labor in compliance with ORS 279C.520;

i. Environmental and natural resources regulations (279C.525);

j. Payment for medical care and attention to employees (ORS 279C.530(1));
k. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));

l. Maximum hours, holidays and overtime (ORS 279C.540);

m. Time limitation on claims for overtime (ORS 279C.545);

n. Prevailing wage rates (ORS 279C.800 to 279C.870);

o. BOLI Public Works bond (ORS 279C.830(3));

p. Retainage (ORS 279C.550 to 279C.570);

q. Prompt payment policy, progress payments, rate of interest (ORS 279C.570);

r. Contractor's relations with subcontractors (ORS 279C.580);

s. Notice of claim (ORS 279C.605);

t. Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385;

u. Contractor's certification that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.;

v. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

SECTION IV – PROPOSAL CONTENTS AND FORMAT

1. INSTRUCTIONS:

Proposers must observe submission instructions and be advised as follows:
a. Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.

b. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the City of Veneta.

c. Three (3) copies of the proposal are to be supplied. One set of Signed Originals shall be included and clearly identified as such.

d. The City of Veneta reserves the right to solicit additional information or proposal clarification from the vendors, or any one vendor, should the City deem such information necessary.

e. If a vendor is unable or unwilling to meet any City of Veneta requirement, an explicit statement to that effect must be made in the proposal as an exception. An alternative must be submitted.

f. Each proposer must include with their response a signed Proposer’s Response Form, as set forth in Attachment B and all other submissions as set forth in the attached Proposal Submission Checklist.

g. This Request for Proposals, the Proposer’s Response Form and all supplemental information in response to this RFP will be a binding part of any final contracts entered into by the selected vendor and City of Veneta.

2. COST ESTIMATES:

The City seeks a responsive proposer who can submit a proposal that will provide sufficient detail to allow the City to assess the potential cost of construction for the City’s project that will accomplish the City’s purposes. The City expects to negotiate a final contract in the form attached as Attachment F. The City seeks a response that will include prices and projected costs of the construction, in units that can be translated into information that supports the selection of a responder, but recognizes that the City and the proposer may not be able to agree on specific construction elements until the design is accepted.

SECTION V – EVALUATION PROCEDURES

1. PROPOSAL EVALUATION PROCESS:

Only those proposals providing sufficient information for the City to evaluate the criteria set forth in Section V.2 will be deemed responsive. Award will be made to the proposer whose proposal will be serve the interest of the City, as determined by the highest scoring proposal.

2. CRITERIA FOR EVALUATION:

The City shall recommend to the Veneta City Council for the award of the contract the proposal which is determined to demonstrate the proposal that best complies with the following criteria:

Experience: the proposer’ experience on previous, similar projects of the design and installation of fiber optic systems. (Up to 20 points available.) Proposals should:
- Identify the Project Manager and Project Principal that will be assigned to the project.
• Include resumes for key personnel that will work on the project.
• Provide descriptions of three (3) similar projects completed in the previous five (5) years with references and key personnel listed.
• Provide a description of Proposer’s design-build experience.

Comprehensiveness: The degree to which the proposer presents a complete proposal, covering design services as well as purchase, installation and completion of all necessary materials and labor to complete the project. (Up to 30 points available.) Proposers should present a description of their approach to the tasks, including descriptions of:
  • The Project Team.
  • Understanding of the project and project issues.
  • Detailed project tasks, scope and material list included in the proposal.

Cost (Cumulatively, up to 50 points available):

a. The proposed or anticipated cost to the City: The City recognizes that, prior to submission and acceptance of final design, it may not be possible to submit the actual costs in detail. The City seeks, however as detailed and accurate presentation of the proposed cost of construction as can be provided.

b. Innovative cost sharing proposals: The City anticipates that it may not have adequate funds at hand to complete construction immediately upon completion of the design phase. The City is seeking and anticipates receipt of additional funds. The City also seeks any innovation that any proposer might advance to allow the City to achieve its goals of an open access facility that will support the possibility of competitive providers serving the City of Veneta.

3. INTERVIEWS: (if conducted):

a. The evaluation committee or the Veneta City Council may elect to interview Proposers if the evaluation committee, or the Council, considers it necessary or desirable. The top ranked firm, or firms if the scoring is close, may be invited to interview. Any interviews will be used to supplement and clarify the information contained in the proposal.

b. Based upon proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to the City for a final decision to award a contract.

c. Particular details about the interviews will be issued to those firms invited to interview.

d. Such interviews and any presentation materials will be at the Proposer’s expense.

4. SELECTION AND NEGOTIATION:

All responsive proposals will be reviewed. If the City does not cancel the Solicitation after it receives the results of the scoring and ranking for each Proposer, the City reserves the right to begin negotiating terms or modifications to the proposed Design Build Agreement with the highest-ranked Proposer following the evaluation and interview (if conducted) process. Negotiations will be carried out by a committee of the City of Veneta, composed of the telecommunications subcommittee of the Veneta
The Economic Development Committee, including two representatives of Lane Electric Coop. (Selection Committee).

The City shall direct negotiations toward obtaining written agreement on:

a. The Proposer's performance obligations and performance schedule;

b. Payment methodology and a maximum amount payable to the Proposer for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the City as determined solely by the City, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and

c. Any other provisions the City believes to be in the City's best interest to negotiate.

The City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. The Selection Committee shall make the decision concerning selection of a Contractor, and shall issue the notice of intent to award.

If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the City may end the particular formal solicitation. Nothing in this rule precludes the City from rejecting any and all Proposals or from proceeding with a new formal solicitation for the same Services described in this Solicitation that failed to result in a Contract.

5. CONTRACT AWARD:

Submittal of a proposal evidences Proposer’s intent to execute and be bound by the terms of this RFP and the Design-Build Agreement attached as Attachment F. The City will enter into contract negotiations regarding any open terms with the highest ranked proposer. During negotiations, the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of a final contract.

6. ANNOUNCED AWARDEE:

It is anticipated that a tentative contract awardee will be announced in writing to each proposer within 30 days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative contract award. The City will not be bound to the tentative contract awardee until a contract has been executed by the City, following the close of the period for submitting protests.
SECTION VI – ATTACHMENTS

Attachment A: Proposal Submission Checklist
Attachment B: Proposer’s Response Form
Attachment C: Proposer Reference Form
Attachment D: Fee and Hourly Rates Sheet
Attachment E: Material and Supplies Cost Estimates
Attachment F: Draft Design-Build Agreement
  Exhibit A: Scope of Work
  Exhibit B: Compensation
  Exhibit C: Schedule
  Exhibit D: General Conditions
  Exhibit E: Bonds
ATTACHMENT A

PROPOSAL SUBMISSION CHECKLIST

ALL CERTIFICATIONS, FORMS AND PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN RFP SECTION IV MUST BE INCLUDED IN PROPOSALS.

____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following completed certifications and forms must be signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm. *Signature may not be a simple Script font. It must be hand signed or electronically securely signed so that it can be directly attributed to the signor. Simple script font signature may cause your proposal to be found non-responsive.

____ PROPOSER RESPONSE FORM. (Attachment B) This serves as the cover sheet for your Proposal.

____ PROPOSER REFERENCE FORMS – Include the # specified on the form. (Attachment C ).

____ FEE AND HOURLY RATES SHEET (Attachment D).

____ MATERIAL AND SUPPLIES COST ESTIMATES (Attachment E).

_____________________________________________________________________________________

The following attachment(s) are NOT to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions will apply to the Contract to be executed for the work.

ATTACHMENT F -- Sample Contract with Exhibits

This checklist is provided for the Proposer’s convenience in assembling your proposal and is NOT required to be returned with the proposal.
ATTACHMENT B

PROPOSER’S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish design and construction services in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

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

(a) That no Councilor, officer, agent or employee of City is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees has induced Proposer to enter into this contract and the papers made a part hereof by its terms;

1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.

2. The Proposer has carefully checked the figures entered in the Forms and the Design Build Agreement and attached Exhibits, has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. The Proposer agrees that this Proposal may not be revoked or withdrawn for sixty (60) calendars days after the date on which Proposals are received.

3. Contract Execution; Performance Bond. The Proposer agrees that if this Proposal is accepted it will, within ten (10) calendar days after having received the Notice of Award, execute and return to the City the Contract in the form included in the Contract Documents and will, at or before that time, deliver the Performance Bond and insurance documentation as required.

4. Addenda. The Proposer acknowledges that it has received the following Addenda No(s): and agrees that all addenda issued are a part of the Contract Documents and have been considered in preparing this Proposal. (Proposer: insert the number of each addendum received; if no addenda were received, write “NONE” in the space.)
(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint
proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the
best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation,
communication, or agreement for the purpose of restraining competition as to any matter
relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not
been knowingly disclosed by the proposer prior to the proposal deadline, either directly or
indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person,
partnership or corporation to submit or not to submit a proposal for the purpose of restraining
trade;

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as
shown in its proposal.

(d) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract
because a subcontractor is a minority, woman, or emerging small business enterprise certified under
ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled
veteran as defined in ORS 408.225.

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

_______________________________________ _______________________________________
_______________________________________

(f) Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer, proposer’s
resident state is ____________.

(g) Proposer agrees to be bound by and will comply with provisions of ORS 279C.840 or 40 U.S.C. 3141
et seq..

(h) Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.

(i) The Proposer certifies that he or she has read and understands all terms and conditions of this
solicitation.

(j) The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on
behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.

(If Sole Proprietor or Partnership) In witness hereto, the undersigned has set his (its) hand this _____
day of ______________, 2018.

Name of Firm

Signature of Proposer

(If Corporation) In witness whereof the undersigned corporation has caused this instrument to be
executed by its duly authorized officers this _____ day of __________________, 2018.
Name of Corporation

By
Title
CONTRACT MANAGER:
Name Title:
Telephone number:
PROPOSER REFERENCE FORM FOR _____________________________________

(Insert Name of Proposer)

Proposer shall provide references and shall use a separate copy of this form for each reference.

Date(s) Work Performed:

Name(s) and Nature of Project(s):

Value of Project(s): $

Name of Entity for whom work provided:

Address:

Contact Name:

Telephone:

Email:

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.
Design Builder Fee & Hourly Rates
By: ______________________________ Proposer Name

Fee %: ______

Design-Build Hourly Rate Schedule

Design

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<thead>
<tr>
<th>Role</th>
<th>Straight Time</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
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<tr>
<td>Engineering Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
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<tr>
<td>Designer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Staff</td>
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Construction (include only applicable)

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<thead>
<tr>
<th>Role</th>
<th>Straight Time</th>
<th>Overtime</th>
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<tbody>
<tr>
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<td>Bucket or Lift Operator</td>
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<tr>
<td>Lineman</td>
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<tr>
<td>Low Voltage Electrical</td>
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<td></td>
</tr>
<tr>
<td>Flagger</td>
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</tbody>
</table>
 Include costs for all materials and supplies deemed necessary.

<table>
<thead>
<tr>
<th>Material</th>
<th>Cost per</th>
<th>Installation cost</th>
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<tbody>
<tr>
<td>ADSS fiber cable 24 strands</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADSS fiber cable 48 strands</td>
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</tr>
<tr>
<td>Pole attachments</td>
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<tr>
<td>Slack loop supports</td>
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</tr>
<tr>
<td>Vaults</td>
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<td></td>
</tr>
<tr>
<td>Conduit (feet)</td>
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<td></td>
</tr>
<tr>
<td>Other fiber cable</td>
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