

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT, TECHNICAL SUPPORT PROJECT & FIBER MAPPING FOR DARK FIBER FTTH

Background:

The Port of Clarkston continues to look for opportunities to enhance telecommunication services within and without its district. As authorized by statute (RCW 53.08.005, 53.08.370 & 53.08.370), the Port builds telecommunications infrastructure and offers it for use to telecommunications providers on an open access platform. The Port is in final stages of design to construct fiber optic cable and facilities as part of a “fiber-to-the-home” project in a geographical area within the city limits of Clarkston, Washington, (the “Project”). This project is primarily funded with Coronavirus Capital Project Funds distributed via the Washington State Public Works Board and will be subject to both state and federal rules.

The Port of Clarkston operates under the “dark fiber model” wherein it builds infrastructure and leases fiber to for-profit entities that are licensed Internet Service Providers (ISPs) in the state of Washington. The ISPs provide lit services to customers.

Statement of Need (Scope):

This Request for Proposals (RFP) is intended to solicit proposals firms capable of providing construction management, technical assistance and mapping services using Vetro Fiber software to assist the Port with management of and a final fiber map (by individual strand) for a project area referred to as “Grantham Elementary Service Area Fiber-to-the-Home” and further defined by Attachment A (parts of Census Tract 9603 and beyond to address the geographical area served by Grantham Elementary School in Clarkston, WA).

The services expected to be delivered as part of this procurement must include but are not limited to: ASSIST WITH PROJECT MANAGEMENT, TECHNICAL ASSISTANCE, AND FIBER MAPPING USING VETRO FIBER SOFTWARE ON THE FOLLOWING STEPS:

- Provide support relating to design goals and construction efficiencies;
- Assist with design firm activities, design process overview & recommendations—including review of “make-ready” for aerial attachments, as necessary;
- Assist with permitting, pole contact agreements, easements (where needed) and franchise acquisition, if necessary;
- Assist with acquiring any additional land or right-of-way for named project;
- Provide support on bid documents, contractor bonding, and bid process management (including advertising, and re-bidding if this becomes necessary);
- Provide support on awarding of bids, including suspension, debarment, bid tabulation;
- Review and provide oversight of the design and construction of the fiber optic infrastructure;
- Review project as-built plans, including pole contacts and make-ready for accuracy;
- Map the infrastructure down to individual fibers, using Vetro Fiber software;
- Prepare splice documentation required for splicing the network;
- Assist with grant management and funding compliance, as needed;
- Assist with public outreach for beneficiaries of the project, and the general public; and,
- Meeting expectations: Physically make no fewer than three on-site visits for construction observation to assure progress matches documentation, as well as facilitate and participate in meetings with the Port and other parties; in addition, provide regular virtual coordination between the Port, construction company and other parties.



Evaluation Criteria:

Proposals will be evaluated on the following criteria:

- A minimum of three years' experience working with municipalities building the dark fiber model for fiber infrastructure delivery in the state of Washington;
- Key staff qualifications/experience;
- A working understanding of state fiber administrative and procurement as well as administration processes utilizing federal Coronavirus Capital Projects funding and familiarity with the Public Works Board Broadband Construction Policies Handbook, effective December 3, 2021;
- Experience mapping using Vetro Fiber software to blend this new construction into an existing Port of Clarkston fiber map;
- Experience with rural broadband fiber-to-the-home design, permitting, funding, construction and mapping;
- Quality of outline of project elements and proposed timeline for completion; and,
- Ability to deliver the services as outlined in the statement of need

Proposal Elements:

Proposals must include submission of the following information:

- Company profile, including qualifications (background, experience, applicable business licenses)
- Company experience in performing similar services
- References for previous construction management, technical assistance and mapping, including project descriptions
- Other information demonstrating the firm's capabilities and qualifications to perform the anticipated services
- Outline of project elements and timeline for completion of each
- Cost to perform the proposed scope of work

Contract:

The Port will select the most responsible and responsive firm, with decisions based on qualifications and price. A sample contract is included in Attachment B. The terms of any final contract will be established by negotiation. The Port reserves the right to terminate negotiations for any reason.

Proposal Terms and Conditions:

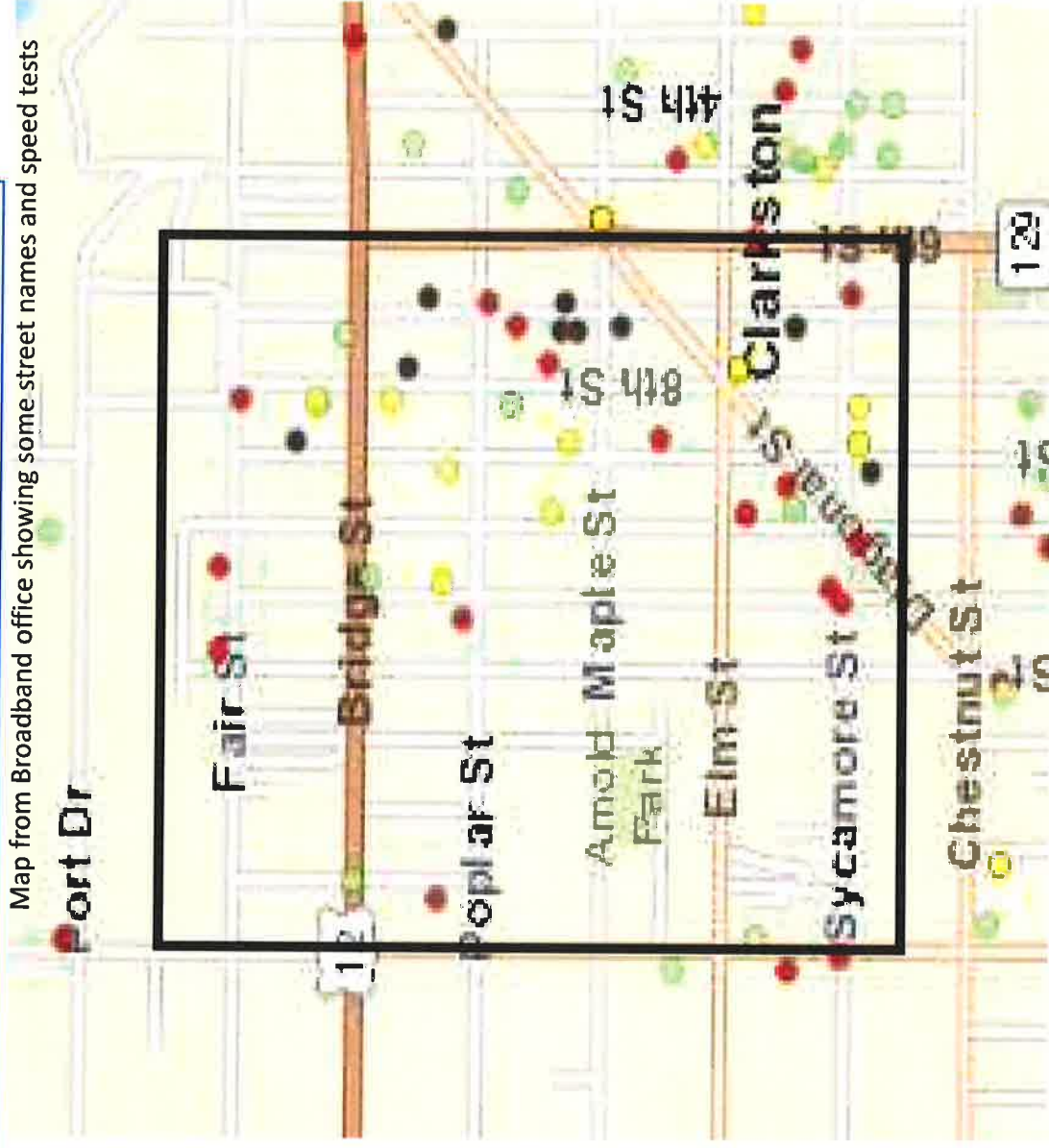
Proposals must be in writing and address each of the elements outlined in the Request for Proposal (RFP) with a maximum of 20 pages. Submittals should be delivered, mailed, or emailed to the address which follows with remarks on the envelope or subject line: "*FTTH Construction Support RFP—Grantham SA FTTH.*" Attn: Wanda Keefer, Executive Director, Port of Clarkston, 849 Port Way, Clarkston, WA 99403 or wanda@portofclarkston.com

Responses must be received by **3 p.m., Tuesday, December 12, 2022**. Proposals received after that date shall not be opened or read. Faxed submissions will not be accepted. The Port reserves the right to request clarification of information submitted by timely respondents and to request supplemental information, if needed. The Port reserves the right to reject any and all proposals or to waive any irregularity.

Questions may be submitted by emailing wanda@portofclarkston.com before noon Wednesday, December 7, 2022. Responses to any questions received will be posted to www.portofclarkston.com as an addendum by 3 p.m. Thursday, December 8, 2022.

Minority and Women-owned businesses are encouraged to submit.

Attachment A -- Project Location for Grantham Elementary Service Area



Map from Broadband office showing some street names and speed tests



Location in Washington



Clarkston City limits outlined by perforated line



PROFESSIONAL SERVICES AGREEMENT

PROJECT: Construction Management, Technical Support and VetroFiber Mapping for Dark Fiber Fiber-to-the-Home Project

CONTRACTOR: _____

THIS AGREEMENT is made and entered into by and between the Port of Clarkston (*hereinafter referred to as the "Port"*) and _____ (*hereinafter referred to as the "Contractor"*) for the furnishing of professional services for telecommunications construction management, technical support and fiber mapping.

The Port and Contractor mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

Services:

ASSIST WITH PROJECT MANAGEMENT, TECHNICAL ASSISTANCE, AND FIBER MAPPING USING VETRO FIBER SOFTWARE ON THE FOLLOWING STEPS:

- Provide support relating to design goals and construction efficiencies;
- Assist with design firm activities, design process overview & recommendations—including review of “make-ready” for aerial attachments, as necessary;
- Assist with permitting, pole contact agreements, easements (where needed) and franchise acquisition, if necessary;
- Assist with acquiring any additional land or right-of-way for named project;
- Provide support on bid documents, contractor bonding, and bid process management (including advertising, and re-bidding if this becomes necessary);
- Provide support on awarding of bids, including suspension, debarment, bid tabulation;
- Review and provide oversight of the design and construction of the fiber optic infrastructure;
- Review project as-built plans, including pole contacts and make-ready for accuracy;
- Map the infrastructure down to individual fibers, using Vetro Fiber software;
- Prepare splice documentation required for splicing the network;
- Assist with grant management and funding compliance, as needed;
- Assist with public outreach for beneficiaries of the project, and the general public; and,
- Meeting expectations: Physically make no fewer than three on-site visits for construction observation to assure progress matches documentation, as well as facilitate and participate in meetings with the Port and other parties; in addition, provide regular virtual coordination between the Port, construction company and other parties.

Note: See Attachment A for details of the physical area to be mapped as to buried and aerial fiber, as well as fiber drops to individual residents.

Timeline:

Project services will occur between _____ through _____.

List of Deliverables:

Final deliverables consist of a) regular progress reports; b) splice documentation and c) mapping of the new construction in Vetro Fiber software.

COMPENSATION

This will be accomplished on a total fee and expense basis and will not exceed _____) without prior written approval from the Port.



LENGTH OF AGREEMENT

The length of this agreement is from _____ through _____.

RATE AND FEE SCHEDULE

- Construction management _____
- Technical assistance on fiber-to-the-home projects and nuances for administering funding source _____
- Technical assistance on design firm selection, including contract _____
- Technical assistance on final construction documents _____
- Technical assistance on construction bidding and construction firm selection, including draft contract _____
- Technical assistance with communications to homeowners within project area _____
- On-site review of construction project; review of as-builts and gathering final data for mapping _____
- Participation in at least three on-site meetings or visits -- [#] times _____ per visit for a total of _____
- Virtual coordination meetings _____
- Completion of final mapping in digital and paper formats _____

REPRESENTATIVES

The Port's Project Manager and Contractor's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

Port's Project Manager: Wanda Keefer
 849 Port Way
 Clarkston, WA 99403
 (509) 758-5272 main
 wanda@portofclarkston.com

Contractor's Representative: _____

 Phone: _____
 Email: _____

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Contractor, it is agreed that:

1. Relationship of the Parties

Contractor, its subcontractors and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.



2. Conflicts of Interest

Contractor warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Contractor warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

Contractor agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Contractor shall obtain all licenses and permits required to complete the scope of work as defined.

The Port shall furnish Contractor with the information required by the Hazard Communication standard for materials preexisting on the project site. Contractor will ensure that this information is made available to the Contractor's personnel and subcontractors and incorporated into the contract documents as appropriate.

4. Certification regarding Debarment, Suspension, Ineligibility and voluntary Exclusion – Lower Tier Covered Transactions:

- A. By signing this agreement, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Should any of the work being performed occur at another lower tier, Contractor shall assure that those parties are no debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department or agency.
- C. If the Contractor or any other parties hired to assist are unable to certify to any of the statements in this contract, Contractor shall attach an explanation to the Port.

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Contractor's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Contractor in performing these services. Contractor shall not be responsible for changes made in the work products by anyone other than the Contractor. Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

7. Disclosure

All information developed by the Contractor and all information made available to the Contractor by the Port, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without the written consent of the Port except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, Contractor shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the



tangible materials and any and all computer files used in the creation of the tangible product in the original format in which it was created and a PDF format or other format specified by the Port.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Contractor as specified in the Agreement. The Port will not separately reimburse Contractor for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

Contractor shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

11. Costs and Disbursements

Contractor shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. Indemnity

For all claims arising from the performance of the Contractor's professional services Contractor and its subcontractors agree to defend, indemnify, and hold harmless the Port of Clarkston, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's professional services. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

13. Insurance

Prior to commencement of services under this Agreement and if required below, Contractor shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Contractor shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Contractor agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement [Does] [Does not] require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply: Contractor shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;



This Agreement [Does] [Does not] require automobile liability insurance. If neither box is checked, automobile liability insurance will be required.

Contractor shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement [Does] [Does not] require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage.

Contractor shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majure

Neither the Port nor the Contractor shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement Contractor shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of deliverables shall not relieve Contractor of responsibility for the adequacy or accuracy thereof. The Contractor shall remain liable for damages and costs incurred by the Port to the extent arising from the Contractor's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement [Does] [Does not] require development of plans or specifications. If required, the following paragraph shall apply:

Contractor shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Contractor shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Contractor shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by the Contractor of the services required by this Agreement. The Contractor shall complete its services within the milestones set forth in the project schedule. The Contractor shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

19. Termination of this Agreement

This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the Contractor to perform the services specified in the Agreement.



Additionally, the Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Contractor and reimburse the Contractor for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Compliance with Applicable Law and Regulations

The Contractor agrees to comply with federal statutes, regulations, and executive orders as discussed below.

Federal Regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- D. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- E. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- F. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;



- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and,
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

22. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Contractor and may be amended only by written instrument signed by both the Port and Contractor.

23. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Personal Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Attachment A -- Map of area being served

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Contractor acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF CLARKSTON

By: _____
Chris Rasmussen

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____