

REQUEST FOR PROPOSALS
QUALITYLIFE INTERGOVERNMENTAL AGENCY

The QualityLife Intergovernmental Agency “QLife” of The Dalles, Oregon is requesting proposals for the maintenance, repair and installation of overhead and underground fiber optic infrastructure. Interested parties should submit all required information and forms marked: Fiber Proposal for QLife, to: the QLife Agency, c/o: County Clerk, Wasco County 511 Washington St., The Dalles, OR 97058, by the deadline for submission of proposals which is 2:00 p.m., June 19, 2017.

Following is additional information that Respondents will be required to follow and the necessary forms that need to be completed and submitted by the required date and will be publicly open at the QLife Board meeting held on Thursday, June 22, 2017.

SECTION I: DESCRIPTION OF QUALITYLIFE INTERGOVERNMENTAL AGENCY

The QualityLife Intergovernmental Agency (QLife) is a partnership between the City of The Dalles and Wasco County, governed by a Board of Directors and run by an Administrator. QLife is a transport and dark fiber service provider that facilitates broadband, Ethernet, wide area networks, internet access, and virtual private networks through local internet service providers. QLife has been operational since December of 2003. The original mission and purpose of QLife was to bring a middle mile fiber solution to the City of The Dalles in an effort to meet certain needs of critical agencies for reliable high speed data services and to provide and promote an environment for successful economic development. Recently QLife has embarked on a project to bring fiber to the home in Maupin, OR.

QLife has no employees and as such operates through service contracts. Current contracts include services for finance and administration, engineering, and physical plant repair maintenance and extension.

This RFP is seeking proposals for repair, maintenance and extension services for our fiber outside plant (OSP) infrastructure. QLife intends to enter into contracts with more than one Respondent to provide adequate labor, equipment and material resource availability for delivery of services and emergency response.

SECTION II: DESIRED SERVICES

- A. QLife is seeking proposals from Respondents who can provide the following telecommunication infrastructure services:
1. Upon request, provide continued maintenance on overhead (aerial) and underground fiber optic infrastructure as needs arise.
 2. Upon request, provide repair work on aerial and underground fiber optic infrastructure, including repair of damaged or broken conduit, cables, splice cases and termination equipment.

3. Upon request, provide service line extensions to facilitate new customer connections or expanded service territories.
4. Upon request, provide emergency response and restoration services as required due to service affecting outages..

SECTION III: INFORMATION TO BE INCLUDED IN PROPOSALS

All written proposals should include the following information to be considered:

- A. Identification of the Respondent: Please state the Respondent's name and address, and the name, address, title, telephone number, fax number, and email address of the person who may be contacted regarding the Respondent's qualifications.
- B. Organizational Capacity to Fulfill the Contract: Responses submitted must demonstrate the knowledge, experience and capability that will enable the Respondent to provide all of the listed services summarized in Section 2 and detailed in the Respondent's scope of work.
- C. Key Staff, Supplier, Contractor: Where relevant, key individuals or entities that may be involved in providing or developing such services should be identified in the proposal. If subcontractors will be utilized, provide the same information for each subcontractor. Where appropriate, please provide resumes for all principals and for proposed key personnel who will be providing services.
- D. References: Please provide at least three customer references that may be contacted for verification of Respondent's experience and qualifications. References should be of the type and nature that they will be able to comment on Respondents work of a similar size, scope, and nature.
- E. Scope of Work Form (Addendum A). Describe the specifics of the services to be provided under this contract. This would include a description of equipment available to contractor, mobilization point, drive times, work days/hours, guarantees, ability of contractor to save time or money through the utilization of different methods, etc.
- F. Compensation proposal. (Addendum B). This identifies the fees for the areas of service. Respondents may propose variances to the methods of compensation being proposed as long as all sections of Addendum B are also completed. Any alternative compensation proposal shall include an explanation of why an alternative plan is being provided and the benefits that it provides both QLife and the Respondent.

SECTION IV: SELECTION CRITERIA

A selection committee will be responsible for initially reviewing the competing proposals, and submitting a ranking of the proposals to the QLife Board of Directors for final selection. In making a recommendation, the committee will rank each proposal on a scale of 0 to 100 points, with the points being allocated for the following categories:

1. Criteria 1 - 20 points - Experience and Training. The specific experience and training of the team, including the primary contractor, subcontractors, and key personnel as related to the services proposed to be provided to the QLife Agency.
2. Criteria 2- 20 Points- Work Scope. A demonstrated understanding of the tasks needed and the approach taken as identified in Addendum A, work scope.
3. Criteria 3 - 15 Points - Response Times. Times needed to respond to major operation/issues and customer inquiries as identified in the work scope.
4. Criteria 4- 10 Points- Working Knowledge of the Area. The locations of the Respondent's office and service facilities in proximity to The Dalles, and the Respondent's knowledge of and experience working in the local area.
5. Criteria 5- 25 Points - Compensation Plan. The proposed compensation as identified in Addendum "B". ORS 279.029 requires QLife, in determining the lowest responsible Respondent, to add a percent increase to each out-of-state Respondent's price which is equal to the percent of preference given to local Respondents in the Respondent's home state. In other words, if the low Respondent is from a state that grants a ten (10) percent preference to local Respondent, QLife must add ten (10) percent to that Respondent's price when evaluating the proposal.
6. Criteria 6 -10 Points - Staff and Equipment Capacity. The ability of the Respondent to mobilize multiple crews and equipment to meet specialized requirements of QLife customers.

After review of the proposals, selections may be made directly from the submitted proposals or the selection committee may conduct interviews with any or all of the companies responding to this "Request for Proposals", for the purpose of evaluating the Respondent's capabilities, qualifications, and expertise to provide the required services. When interviews are held, the selection committee will schedule approximately 45 minutes for each presentation and a 15 minute question/answer session. The selection committee will then rank interviewees.

In accordance with QLife's Contracting Rules 02-0255(2)(c)(C) and 02-0600(4)(c) QLife intends to award one or more contracts with the Respondent(s) selected as the most responsible and responsive Respondent(s) based upon the stated requirements of QLife. QLife will award contracts to the highest scoring Respondent(s) using the previously stated selection criteria. QLife reserves the right to negotiate the final scope of work and amount of compensation to be included in a contract with the selected Respondent. However, should an award to a selected Respondent(s) not result in a contract, QLife may contact the next responsive Respondents in the evaluation process

to begin contract discussions. This process will continue until a sufficient number of contracts are successfully awarded or QLife determines to reject all proposals. The final selection and contract negotiations rest solely with the QLife Board. QLife reserves the right to reject any and all proposals.

SECTION V: GENERAL CONDITIONS

A. Questions: Questions should be submitted in writing to: the QLife Agency, c/o: County Clerk, Wasco County 511 Washington St., The Dalles, OR 97058, telephone number (541) 506-2550. **Questions will be accepted in writing only up until close of business (5pm) five days prior to the closing date, Tuesday, June 12, 2017.** Any interpretation of the proposal documents will be made only by Addendum, duly issued and a copy of such Addendum will be posted to the QLife website. It is the sole responsibility of the proposer to monitor the website for any changes, Addendums, or questions submitted to this RFP. QLife will not be responsible for any other explanations or interpretations of the proposal documents.

B. Interpretation of Proposed Contract Documents: If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the proposed contract documents, he/she may submit to the Administrative Services Office a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. A sample Contract for Services is attached in Addendum C.

C. Examination of Plans. Specifications. Site. Etc.: Respondents shall examine any plans made available by the QLife Agency, the specifications, contract form, and other proposal documents, and shall satisfy themselves by personal investigation as to the work to be done and all the conditions to be encountered prior to submitting a proposal. Failure of a Respondent to visit or to thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project, shall not relieve the Respondent of its obligation to complete the work for the price proposed nor entitle it to a price adjustment.

D. Non-Mandatory Pre-Proposal Conference: **A Pre-Proposal Conference is scheduled to be held in the Deschutes Conference Room in the basement of the Wasco County Courthouse on June 14, 2017 at 12:00 pm.** The purpose of the conference is to explain the Proposal requirements and to answer any questions Respondents may have. The conference provides a forum to allow potential Respondents to request clarification of the Request for Proposal (RFP), request changes to the RFP for requirements considered restrictive which may prohibit or discourage responses to the RFP, and to offer suggestions or changes to the RFP that would improve competition or lower costs to QLife without compromising services. Attendance at the Pre-Proposal Conference is not mandatory. Respondents may submit questions in writing to: the QLife Agency, c/o: County Clerk, Wasco County 511 Washington St., The Dalles, OR 97058. Regardless of statements made at the Pre-Proposal Conference, QLife cautions Respondents that proposal requirements will change only if confirmed by a written Addendum to the proposal documents issued to all prospective Respondents.

E. Submission of Proposal: Each proposal shall be completely sealed in a separate package, properly addressed to the QLife Agency, c/o: County Clerk, Wasco County 511 Washington St., The Dalles, OR 97058, with the name of the Respondent, and the words "Fiber Proposal for QLife", written on the outside of the package. Proposals will be received at the time and place stated in the advertisement for proposals or in any later issued Addendum. It shall be the sole responsibility of the Respondent to assure delivery of its proposal prior to the deadline. Proposals shall not be sent to any other location except as stated in the proposal documents. Any proposal received at any location other than what is specified in the proposal documents shall be rejected. Any proposal not received prior to the time so set shall be disqualified. Telephone, telegraph, or facsimile proposals will not be accepted.

F. Withdrawal of Proposal: At any time prior to the scheduled closing time for receipt of proposals, any Respondent may withdraw its proposal either personally or by written request, to QLife Agency, c/o: County Clerk, Wasco County 511 Washington St., The Dalles, OR 97058. If withdrawal is made personally, proper receipt shall be given therefore. After the scheduled time for receipt of proposals and before acceptance of a proposal, no Respondent will be permitted to withdraw the proposal unless said acceptance is delayed for a period exceeding thirty (30) days. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Respondent. Withdrawal of a proposal shall not disqualify the Respondent from submitting another proposal provided the time for receipt of proposals has not expired.

G. Use of Recyclable Materials: In accordance with ORS 279.555(2), Respondents shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

H. Insurance and Bonding: No proposal security is required. Execution of a formal agreement between QLife and the selected Respondent(s) shall be subject to the selected Respondent(s) providing proof of insurance sufficient to comply with coverage limits established by QLife, including any surety bonds requested by QLife to cover identified costs associated with completion of negotiations for a contract with the selected Respondent(s).

I. Rejection of Proposals: QLife reserves the right to reject any or all proposals in the response to the RFP in accordance with Oregon law. In no event shall QLife have any liability for such rejection. QLife also reserves the right to take any of the following actions:

1. Request clarification or additional information from any Respondent(s) at any time.
2. Waive immaterial defects or minor irregularities in the responses.
3. Modify, remove, or add requirements to the RFP and to suspend or reopen the RFP process.

4. Reject any or all responses and terminate the RFP.

J. Cost of Preparation of Proposal: Costs incurred by any Respondent in the preparation of the response to this RFP are the responsibility of the Respondent, and QLife will not reimburse such costs.

K. Cancellation of RFP: QLife reserves the right to cancel further proceedings pursuant to this RFP for good cause should such cancellation be in the public interest. In no event shall QLife have any liability for such cancellation.

L. State and Federal Law Compliance: The successful Respondent(s) who develop(s) a contractual relationship with QLife to provide the services contemplated in this RFP shall be expected to agree: a) to make payment promptly as due to all persons supplying the Respondent(s) with labor or materials for carrying out the work provided for in its contract with QLife; b) to not permit any lien or claim to be filed or prosecuted against QLife on account of any labor or material furnished; and c) to comply with all provisions of applicable Federal and State of Oregon wage and hour laws.

The successful Respondent(s) who develops a contractual relationship with QLife shall also agree to comply with all applicable Federal and State of Oregon laws relating to workers' compensation, unemployment compensation, taxation, and health and safety. The attention of all Respondents is directed to State, Federal, and local law prohibiting discrimination in employment, which shall be applied to the successful Respondent(s) awarded the contract.

M. Assignment: The successful Respondent(s) who develops a contractual relationship with QLife is hereby notified that no contract between QLife and the Respondent(s), nor any of the requirements, rights or privileges demanded by the contract may be sold, assigned, contracted or transferred by the successful Respondent(s) without the express written consent of QLife through its authorized representatives.

N. Americans With Disabilities Act Compliance: Respondents agree that if awarded a contract, they will comply with all applicable provisions of the Americans With Disabilities Act of 1990, 42 USC Section 12101 et. seq. If any Respondent requires special assistance or auxiliary aids during the RFP response process, please notify QLife at least two working days prior to the requested assistance.

O. Funding: QLife's obligation to award this proposal is contingent upon appropriation or approval of funds. QLife's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal year are contingent upon appropriation and approval of funds for that purpose. This contract shall expire at the end of the current fiscal year unless QLife has allocated funds for the following fiscal year and has provided prior written notification to the selected Respondent(s).

P. Foreign Contractors: Where a public contract is awarded to a foreign contractor,

and the contract price exceeds \$10,000, the contractor shall comply with the Department of Revenue Report requirements in order that final payment may be issued. A foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon. Each Respondent shall indicate whether it is a resident or non-resident Respondent. A resident Respondent means a Respondent that has paid unemployment taxes or income taxes in the State of Oregon during the twelve (12) calendar months immediately preceding submission of the proposal and has a business address in the State of Oregon.

RFP Addendum "A"

Describe the specifics of the services to be provided under this contract. This would include a description of equipment available to contractor, mobilization point, drive times, work days/hours, guarantees, ability of contractor to save time or money through the utilization of different methods, etc. (An attached sheet may be used). At a *minimum*, a responding company should be able to answer in a brief summary the following:

- ❖ What is the Respondent's experience with fiber plant system expansions?
- ❖ What is Respondent's experience with Fiber Optic Emergency Repair?
- ❖ What is the process for notifying Respondent of an emergency outage and what are your response times?
- ❖ What level of response is Respondent capable of providing in an emergency outage. As part of this answer please identify resources and staffing at your disposal?
- ❖ List for us the primary equipment and vehicle types that you have at your disposal?
- ❖ Please describe your crew configurations in detail; including the level of experience and equipment that the different types of crew are able to deploy?
- ❖ Please describe your specific training programs for the different types of crews (splicers, aerial, underground, etc.)?

RFP Addendum "B"

A. Response Time:

Maximum response to a request for service shall be _____ working days.

Maximum response to an emergency outage shall be _____ hours. Preferably 3 or less..

B. Compensation:

List unit and hourly rates for Personnel and Equipment (see below)

A typical aerial line installation crew will cost \$_____per hour and include the following personnel and equipment:

A typical cable splicing crew will cost \$_____per hour and include the following personnel and equipment:

What if any mobilization costs do you charge?

What is the minimum size project premium adder if any?

Maintenance, Repair Installation of Fiber Optic Infrastructure
UNIT COST FORM



Q-LIFE NETWORK
511 Washington Street, Suite 101
The Dalles, OR 97058

Company: _____

Signature: _____

Date: _____

The following are unit rates for the typical work functions that are required during the course of construction for line extensions, new customer connections and service area expansions. The unit rate shall include all labor, equipment, materials, hardware, management and administration required to complete each unit. The units shall be based on the installation practices and materials according to Q-Life Standard Specifications. Cable Material Cost is not to be Included

Unit	Description	Unit	Labor	Material	Extended
<u>Aerial</u>					
AE01	Aerial Make Ready - 1 to 2 Moves	EA	_____	_____	\$ -
AE02	Aerial Make Ready - 3 to 4 Moves	EA	_____	_____	\$ -
AE03	Aerial Make Ready - 5 to 6 Moves	EA	_____	_____	\$ -
AE04	Aerial Make Ready - Each Additional Move	EA	_____	_____	\$ -
AE05	Place Aerial Fiber & 6.6M Strand - New Build	FT	_____	_____	\$ -
AE06	Place Aerial Fiber - Over Lash	FT	_____	_____	\$ -
AE07	Relocate Aerial Fiber - De-Lash / Re-Lash	FT	_____	_____	\$ -
AE08	Place 6.6M Strand Only	FT	_____	_____	\$ -
AE09	Place Single Standoff Bracket	EA	_____	_____	\$ -
AE10	Place PUPI Arm / F-Arm / Alley Arm	EA	_____	_____	\$ -
AE11	Place 3/4" x 6 foot Screw Anchor	EA	_____	_____	\$ -
AE12	Place 3/4" Rock Anchor	EA	_____	_____	\$ -
AE13	Place Sidewalk Anchor / Guy Fixture	EA	_____	_____	\$ -
AE14	Place 6M Down Guy w/ Guard	EA	_____	_____	\$ -
AE15	Place 10M Down Guy w/ Guard	EA	_____	_____	\$ -
AE16	Place Aerial Slack Storage (Snow Shoes)	EA	_____	_____	\$ -
AE17	Place 1 - 2" PVC Riser w/ Standoff Brackets	EA	_____	_____	\$ -
AE18	Place 1 - 4" PVC Riser w/ Standoff Brackets	EA	_____	_____	\$ -
AE19	Place 30-ft Class 5 Utility Pole	EA	_____	_____	\$ -
AE20	Place 35-ft Class 5 Utility Pole	EA	_____	_____	\$ -

Underground

UG01	Trench one 2" PVC in Dirt - Native Backfill	FT	_____	_____	\$ -
UG02	Trench one 2" PVC in Dirt - Select Backfill	FT	_____	_____	\$ -
UG03	Trench one 2" PVC in A/C - Select Backfill	FT	_____	_____	\$ -
UG04	Trench one 2" PVC in A/C - CDF Backfill	FT	_____	_____	\$ -
UG05	Trench one 4" PVC in Dirt - Native Backfill	FT	_____	_____	\$ -
UG06	Trench one 4" PVC in Dirt - Select Backfill	FT	_____	_____	\$ -
UG07	Trench one 4" PVC in A/C - Select Backfill	FT	_____	_____	\$ -

Maintenance, Repair Installation of Fiber Optic Infrastructure
UNIT COST FORM

<u>Unit</u>	<u>Description</u>	<u>Unit</u>	<u>Labor</u>	<u>Material</u>	<u>Extended</u>
UG08	Trench one 4" PVC in A/C - CDF Backfill	FT			\$ -
UG09	Trench - Rock Adder	FT			\$ -
UG10	Directional Bore one 2" PVC under dirt	FT			\$ -
UG11	Directional Bore one 2" PVC under A/C	FT			\$ -
UG12	Directional Bore one 4" PVC under dirt	FT			\$ -
UG13	Directional Bore one 4" PVC under A/C	FT			\$ -
UG14	Directional Bore - Rock Adder	FT			\$ -
UG15	Place Composite 17x30X30 Vault	EA			\$ -
UG16	Place Composite 24x36X30 Vault	EA			\$ -
UG17	Place UV 444LA HH w/ Sidewalk Lid	EA			\$ -
UG18	Place UV 444LA HH w/ Risers & Traffic Lid	EA			\$ -
UG19	Terminate One - 2" PVC into Existing Vault	EA			\$ -
UG20	Terminate One - 4" PVC into Existing Vault	EA			\$ -
UG21	Place 3 - 1.25" SDR11 Innerduct in a 4" PVC	FT			\$ -
UG22	Place 4 - 1" SDR13.5 Innerduct in a 4" PVC	FT			\$ -
UG23	Rod / Rope / Verify Existing Conduit	FT			\$ -
UG24	Pull Cable Through New Conduit	FT			\$ -
UG25	Pull Cable Through Existing Conduit	FT			\$ -

Building Entry

BE01	Building Penetration - Wood / Brick / Masonry	EA			\$ -
BE02	Core Drill 2" - Typical Foundation (8" Deep)	EA			\$ -
BE03	Core Drill 4" - Typical Foundation (8" Deep)	EA			\$ -
BE04	Place 2" x 10' GRC Aerial Building Mast	EA			\$ -
BE05	Place 2" Aerial Weather Head Building Entry	EA			\$ -
BE06	Place NEMA Type3R 12x12x8 Pull Box	EA			\$ -
BE07	Place NEMA Type3R 24x24x8 Pull Box	EA			\$ -
BE08	Place 2" GRC Exterior Building Raceway	FT			\$ -
BE09	Place 4" GRC Exterior Building Raceway	FT			\$ -
BE10	Place 2" EMT Interior Building Raceway	FT			\$ -
BE11	Place 4" EMT Interior Building Raceway	FT			\$ -
BE12	Place 1" Riser Rated Flex Interior Raceway	FT			\$ -
BE13	Place 1" Plenum Rated Flex Interior Raceway	FT			\$ -
BE14	Pull Cable Through New Conduit	FT			\$ -
BE15	Pull Cable Through Existing Conduit	FT			\$ -

Maintenance, Repair Installation of Fiber Optic Infrastructure
UNIT COST FORM

Unit	Description	Unit	Labor	Material	Extended
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Splicing and Termination

The unit rates for both splicing and termination shall include all labor, equipment, materials, hardware, management and administration required to complete each unit. If a location has an odd number of fusion splices, the additional single splice unit shall apply. Fiber Splicing and Termination Units shall include post installation Bi-Directional OTDR and Power Meter Testing according to Q-Life Standard Specifications.

SP01	Provide and Install FOSC 450A Splice Case	EA			\$ -
SP02	Provide and Install FOSC 450B Splice Case	EA			\$ -
SP03	Provide and Install FOSC 450C Splice Case	EA			\$ -
SP04	Provide and Install FOSC 450D Splice Case	EA			\$ -
SP05	Modify Existing Splice Case for Cable Entry	EA			\$ -
SP06	Fusion Splice 1F or 2 F	EA			\$ -
SP07	Fusion Splice 6F	EA			\$ -
SP08	Fusion Splice 12F	EA			\$ -
SP09	Fusion Splice 24F	EA			\$ -
SP10	Fusion Splice 48F	EA			\$ -
SP11	Fusion Splice 60F	EA			\$ -
SP12	Fusion Splice 72F	EA			\$ -
SP13	Fusion Splice 96F	EA			\$ -
SP14	Fusion Splice 120F	EA			\$ -
SP15	Fusion Splice 144F	EA			\$ -
SP16	Additional Fusion Splice (per fiber)	EA			\$ -
SP01	Provide and Install 6F Wall / Rack Mount	EA			\$ -
SP02	Provide and Install 12F Wall / Rack Mount	EA			\$ -
SP03	Provide and Install 24F Wall / Rack Mount	EA			\$ -
SP04	Provide and Install 48F Wall / Rack Mount	EA			\$ -
SP05	Terminate 1F or 2F	EA			\$ -
SP06	Terminate 6F	EA			\$ -
SP07	Terminate 12F	EA			\$ -
SP08	Terminate 24F	EA			\$ -
SP09	Terminate 48F	EA			\$ -
SP10	Terminate 60F	EA			\$ -
SP11	Terminate 72F	EA			\$ -
SP12	Terminate 96F	EA			\$ -
SP13	Terminate 120F	EA			\$ -
SP14	Terminate 144F	EA			\$ -
SP15	Additional Termination (per fiber)	EA			\$ -

Maintenance, Repair Installation of Fiber Optic Infrastructure
UNIT COST FORM

<u>Unit</u>	<u>Description</u>	<u>Unit</u>	<u>Labor</u>	<u>Material</u>	<u>Extended</u>
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Time & Materials (T&M) - Labor and Equipment Hourly Rates

The Time and Materials (T&M) Labor and Equipment Rates are for On-Call Emergency Restoration, Maintenance and Repair call-out or for work that is outside the scope of the Unit Rates. Please list the Straight Time Hourly Labor Rate in the first column and the Overtime Rate in the second column.

Labor

			<u>Hourly</u>	<u>Overtime</u>
LA01	Supervisor / Manager	HR	_____	_____
LA02	Foreman	HR	_____	_____
LA03	Equipment Operator	HR	_____	_____
LA04	Laborer	HR	_____	_____
LA05	Lineman	HR	_____	_____
LA06	Flagger	HR	_____	_____
LA07	Locator	HR	_____	_____
LA08	Fiber Optic Splice Technician	HR	_____	_____

Equipment

			<u>Hourly</u>
EQ01	¾ Ton Pick up	HR	_____
EQ02	1 Ton	HR	_____
EQ03	5YD Dump Truck	HR	_____
EQ04	10 YD Dump Truck	HR	_____
EQ05	Water Truck	HR	_____
EQ06	Bore Truck	HR	_____
EQ07	Vacuum Truck	HR	_____
EQ08	Vacuum Trailer	HR	_____
EQ09	Low Boy Tractor/Trailer	HR	_____
EQ10	580 Backhoe	HR	_____
EQ11	Mini Excavator	HR	_____
EQ12	24k Lbs Excavator	HR	_____
EQ13	12 Ton Equipment trailer	HR	_____
EQ14	Reel Trailer	HR	_____
EQ15	Air Compressor	HR	_____
EQ16	5k to 10k Directional drill	HR	_____
EQ17	11k to 25k Directional Drill	HR	_____
EQ18	26k to 80k Directional Drill	HR	_____
EQ19	Cable Puller	HR	_____
EQ20	Cable Blower	HR	_____
EQ21	Water Transfer Pump - Gas / Electric	HR	_____
EQ22	Aerial Line Truck - 30' Boom Reach	HR	_____
EQ23	Aerial Line Truck - 40' Boom Reach	HR	_____

Maintenance, Repair Installation of Fiber Optic Infrastructure
UNIT COST FORM

Unit	Description	Unit	Labor	Material	Extended
EQ24	Aerial Line Truck - 50' Boom Reach	HR	_____		
EQ25	Aerial Digger / Derick	HR	_____		
EQ26	Fiber Splicing Van - Truck & Tools	HR	_____		
EQ27	Fiber Splicing Trailer - Truck & Tools	HR	_____		

RFP Addendum “C” Sample Contract

QUALITYLIFE INTERGOVERNMENTAL AGENCY
AGREEMENT FOR MAINTENANCE, REPAIR, AND
SERVICE LINE EXTENSIONS

Agreement, dated this ____ day of _____, 20__ , between QualityLife Intergovernmental Agency, doing business as QLife Network (QLife) and _____ (Contractor).

Recitals:

1. Contractor is a Selected Proposer on a QLife request for proposals for the maintenance, repair and extension of overhead and underground fiber optic service lines for present and future customers utilizing its fiber optic network;
2. QLife has immediate need for such services being available from Contractor; and
3. QLife and Contractor are prepared and able to enter into a contract on the terms and conditions and on the date set forth above.

Therefore, Contractor and QLife agree as follows:

1. Compensation. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by QLife, the Contractor hereby agrees with QLife to stand ready to commence and complete the work described in the Contract Documents (see section 2) and comply with the terms in the Contract Documents for Maintenance, Repair, and Service Line Extensions (Addendum A) for the amounts agreed to in the attached Addendum B. Contractor was selected as a successful proposer by action of the QLife board of directors on _____, ____, 20__.

2. Contract Documents. The term “Contract Documents” means and includes the following:

Request for Proposals

Submitted Proposal Addenda

Contract

A and B as attached

3. Independent Contractor. In performing its obligations hereunder, Contractor shall be deemed an independent Contractor and not an agent or employee of QLife. Contractor shall have exclusive authority to manage, direct and control the Work. QLife is interested only in the results obtained and not in the methods used in achieving the results, so long as the methods are in keeping with industry standards and legal requirements.

4. Obligations of Contractor. Contractor will furnish all of the material, supplies, tools, equipment, labor, expertise, bonds, insurance, licenses, permits, and other services, including subcontractors, if any, approved under this agreement, necessary for the completion of the work.

5. Qualified Personnel Required. All personnel used by Contractor in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the written request of QLife, Contractor shall discontinue to use in the performance of the Work any personnel reasonably deemed by QLife to be incompetent, careless, or unqualified to perform the Work assigned to him, or otherwise unsatisfactory to QLife.

6. Compliance with Laws. Contractor shall observe and abide by and perform all its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including but not limited to the Oregon Bureau of Labor and Industries and the Federal Occupational, Safety and Health Administration. Contractor shall immediately notify QLife of any violation of or noncompliance with any such law, rule or regulation by any party in connection with the Work; provided, however, that the giving of such notice shall in no way relieve Contractor of its obligation to observe and abide by all laws, rules and regulations and to perform the Work in accordance therewith. Contractor shall specifically require all subcontractors and suppliers to conform to the foregoing requirements and shall include comparable provisions in each of its subcontracts and supply agreements. Compliance with the provisions set forth below is also required by OAR 137-049-0200(c):

“The Contracting Agency must also include all applicable Contract provisions required by Oregon law as follows:

- (A) 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), a condition requiring the Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective;
- (D) If the Contract calls for lawn or landscape maintenance, a condition requiring the Contractor to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- (E) Payment of claims by public officers (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 (ORS 279C.525);
- (J) Payment for medical care and attention to employees (ORS 279C.530(1));
- (K) A Contract provision substantially as follows: "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(2));
- (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; and
- (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.

7. Worker's Compensation Coverage. Contractor will furnish proper and adequate Workers' Compensation coverage. In the event Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to QLife covering each and every subcontractor must be filed with QLife prior to the commencement of such subcontract operations. Before commencing work under this agreement, Contractor will provide QLife with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ORS Chapter 656.

8. Insurance.

8.1 Contractor will, at its own cost and expense, purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

8.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

8.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

8.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

8.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

8.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

8.2 Certificates of Insurance acceptable to QLife shall be filed with QLife prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to QLife.

8.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, Liability insurance as hereinafter specified:

8.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

9. Indemnity.

9.1 Contractor's Indemnity Obligation. To the maximum extent allowed by Oregon Law, including Article XI, Section 9 of the Oregon Constitution and ORS 30.260 to ORS 30.400 (Oregon Tort Claims Act and Suits By or Against Governmental Entities), Contractor agrees to indemnify and hold QLife, their members, and their officers, directors, employees (if any), agents and other representatives harmless from and against any damage, loss, expenses or liability (including without limitation, reasonable attorneys' fees and expenses) which may arise from (i) Contractor's activities authorized by this Agreement or the operation or installation of QLife equipment and materials as permitted hereunder and (ii) the activities of any party whose use of QLife's fiber optic cable system is permitted by Contractor. Contractor shall obtain indemnity and hold harmless covenants in favor of Contractor, and QLife, in writing; from each person or entity it permits to use QLife's fiber optic cable system.

9.2 QLife Indemnity Obligation. QLife agrees to indemnify and hold Contractor, its officers, directors, employees, agents and other representatives harmless from and against any damage, loss, expenses or liability (including without limitation, reasonable attorneys' fees and expenses) which may arise from QLife's activities permitted by this Agreement or the operation or installation of its equipment and materials as permitted hereunder.

10. Modification. This Agreement may only be modified or amended by written amendment and modification signed by each of the parties.

11. Prior Agreements. This document embodies the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or

agreements, either verbal or written, among the parties relating to the subject matter of this Agreement; provided, however, that budget law requirements and terms related to financial commitments signed by QLife shall control any terms of this Agreement that are contrary or in any way inconsistent with the terms of any such budget law or financial commitment agreement.

12. Severability. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement; provided that each Party thereafter retains its fundamental benefit of the bargain.

13. Dispute Resolution.

13.1 Any dispute between the Parties arising out of this Agreement shall be subject to binding arbitration. The Parties shall make a good faith effort to resolve such disputes before initiating arbitration proceedings. During arbitration, the Parties shall continue performance under this Agreement pending resolution of the dispute, unless to do so would be impossible or impracticable.

13.2 Any arbitration shall take place in The Dalles, Oregon, unless the Parties agree otherwise. The CPR Institute for Dispute Resolution's arbitration procedures for commercial arbitration, Non-Administered Arbitration Rules (CPR Rules), shall be used for each dispute; provided, however, that (a) the Parties shall have the discovery rights provided in the Oregon Rules of Civil Procedure unless the Parties agree otherwise (b) all disputes between the Parties shall be arbitrated by a single arbitrator. The Parties shall select the arbitrator in a manner consistent with section 6 of the CPR Rules.

13.3 Except for arbitration awards, which declare the rights and duties of the Parties under this Agreement, the payment of monies shall be the exclusive remedy available in any arbitration proceeding. The arbitration award shall be final and binding on both Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Oregon Revised Statutes, §36.355. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

13.4 Each Party shall be responsible for its own costs of arbitration, including legal fees. The arbitrator may apportion all other costs of arbitration between the Parties in such manner as it deems reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

14. Assignment; Third Parties. Neither party may assign its interests or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall bind the permitted successors and assigns of the parties. There are no unspecified third party beneficiaries of this Agreement, and nothing contained in this Agreement is intended to confer any right or interest on anyone other than the parties, their respective successors, assigns and legal representatives.

15. Waiver. No provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a party of its right with respect to a default under this Agreement, or with respect to any other matter arising in conjunction therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

16. Attorney's Fees. Except as provided in section 13 above relating to arbitration, if any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim will be

entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

17. Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

18. Termination. Either party may terminate this agreement, with or without cause, after written notice provided not less than 90 days prior to the intended termination date. Upon termination, any undisputed amount owing will be paid; any issues in dispute will be resolved in accordance with paragraph 13 above, whether before or after the termination date.

19. Signatures. Each party to this Agreement represents that it has the authority to execute this Agreement and that it has been duly authorized to enter into this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in duplicate, each of which shall be deemed an original, on the date first written above.

***QUALITYLIFE INTERGOVERNMENTAL
AGENCY***

By: _____

Erick Larson, President

By: _____

Brian Ahier, Secretary

(SUCCESSFUL BIDDER)

By: _____

Name: _____

(Please type)

Title: _____

ATTEST:

Approved as to Form:

(Title)

Legal Counsel for QLife Network

ADDRESS: _____
