



Informal Request for Proposals for
Cannon Beach RV Park Wi-Fi Upgrade
August 28, 2018

The City of Cannon Beach is requesting proposals from vendors to supply the following listed below. Quotes must be physically received by the City of Cannon Beach by the deadline. Submissions may be mailed, physically delivered or emailed. Proposers are solely responsible for ensuring their submitted quote is received by the City before the submittal deadline. Postmarks will not be accepted in lieu of actual delivery. The successful proposer will be required to sign the City's contract prior to the start of work. An example of the contract has been provided. Please note the following requirements included in the example contract: Execution of Contract and the Insurance requirements on page 2.

Submit Proposals to: Rusty Barrett, IT Director
City of Cannon Beach
PO Box 368
163 E Gower St
Cannon Beach, OR 97110
rbarrett@ci.cannon-beach.or.us

Inquiries: Rusty Barrett, IT Director
rbarrett@ci.cannon-beach.or.us
Questions will be accepted and responded to by email only and must be submitted no later than 12:00 noon September 10, 2018.

Proposal Deadline: Proposals must be received by the City on or before 2:00 pm, Monday, September 17, 2018

Project Completion: It is the City's goal to complete this project as soon as possible. Project must be completed no later than December 15, 2018.

Scope of Work: The existing network and equipment at the RV Park inadequate to meet the demands of the current Wi-Fi demand/usage. The RV Park is now able to install a solid, network infrastructure from one end of the park to the other because of the recent addition of the underground conduit.

This can be achieved with a combination of fiber optic and Category 6 cable, along with several network switches and will provide the necessary infrastructure/pipeline to carry more than enough bandwidth to critical distribution points.

To Upgrade the System:

1. Install fiber between registration building to restroom 1 and pump building, then

2. Restroom 1 to Restroom 2
 - a. Restroom 2 to the southeast area of the park already has a conduit in place that could accommodate CAT6 cable to the new location and then to a second location slightly west of there. See attached proposed map.
3. Contractor shall be responsible for any and all equipment needed for wiring and connectivity. What is currently installed will be removed to install new infrastructure.

Cannon Beach RV Park shall be responsible for and will ensure the following:

1. The conduit between the registration building to restroom 1 and the pump building is or will be completed prior the start of this project,
2. Two (2) 12' to 14' posts have been installed at the areas indicated on the site map (attached) in order to mount the access points, and
3. Conduits have been installed to each location for power and low voltage

Cost of Services:

Please provide cost of services categorized in the following:

- Materials and Hardware
- Labor
- Recurring Expenses. Provide description of expense, cost and frequency

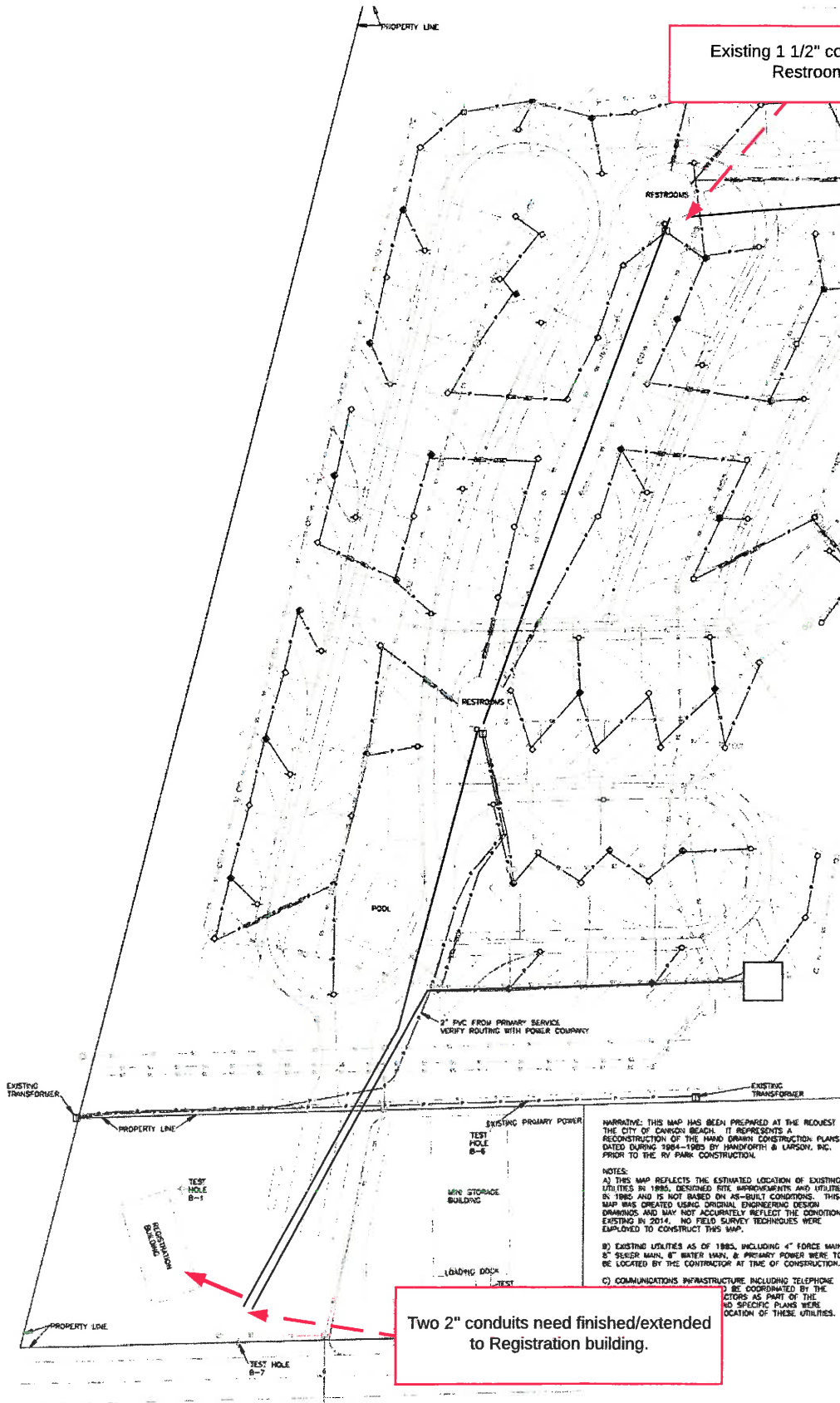
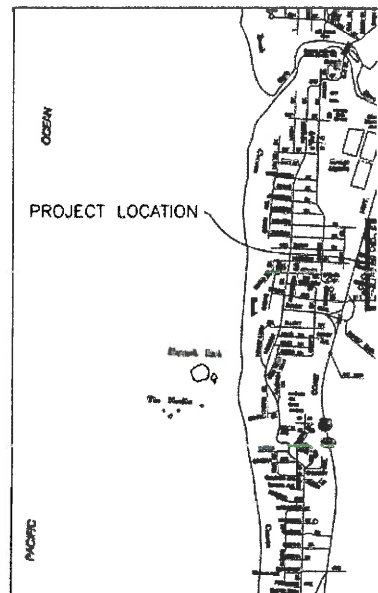
Contractor is responsible for obtaining any and all permits necessary for completion of this project.

Selected contractor must obtain a City of Canon Beach Business License prior to the start of work.

The City reserves the right to reject all or portions of any or all proposal, to waive irregularities and technicalities, to re-advertise, or to proceed to provide the services otherwise, in the best interest of the City. The City may, at its sole discretion, modify or amend any and all provisions herein. The City will not pay for any information herein requested, nor is it liable for any costs incurred by the participating vendor.

Existing 1 1/2" conduit finished into
Restroom building.

6"x6" post or pole, minimum 12'
above ground. electrical and LV
conduit extended up post.

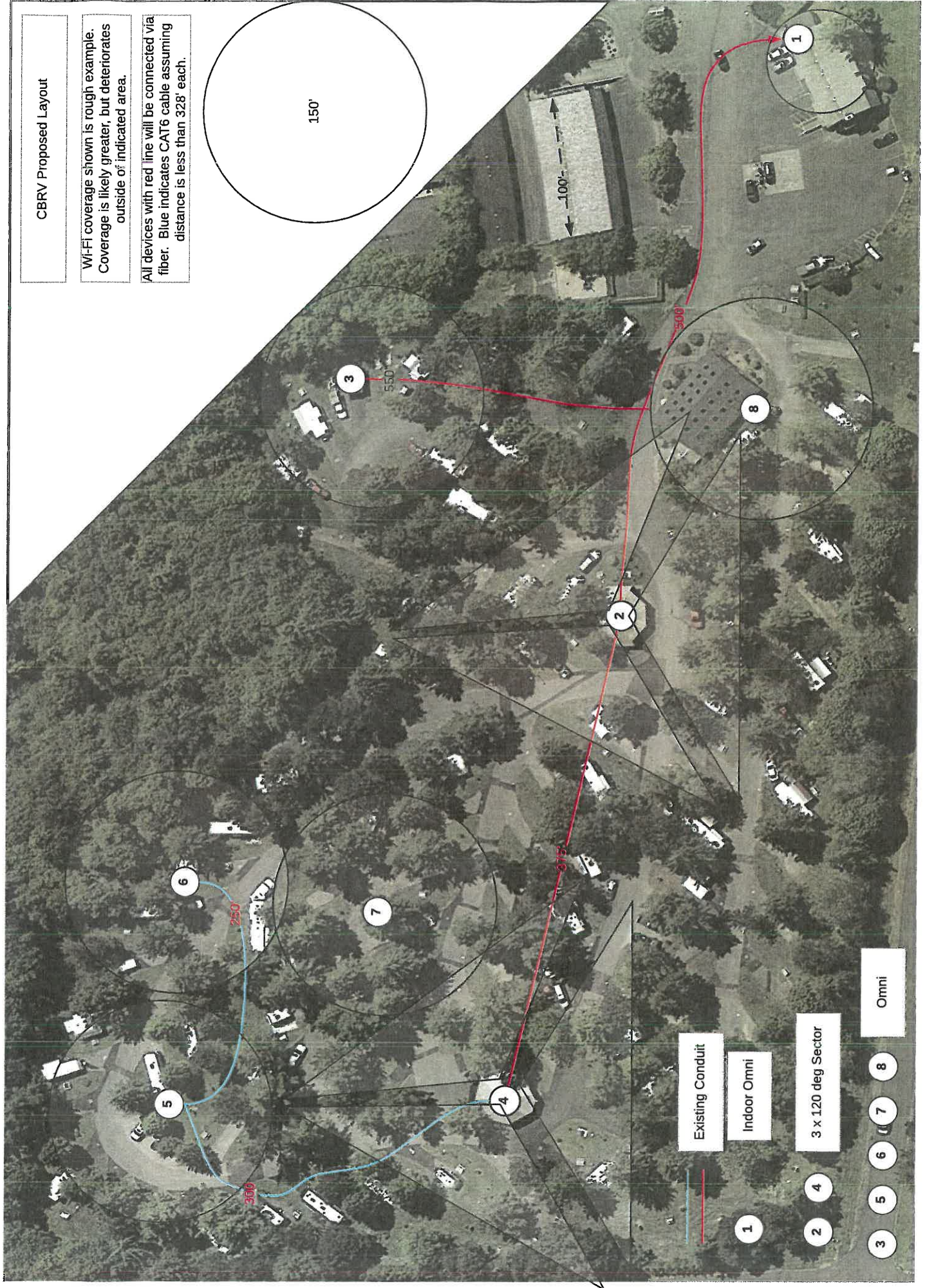
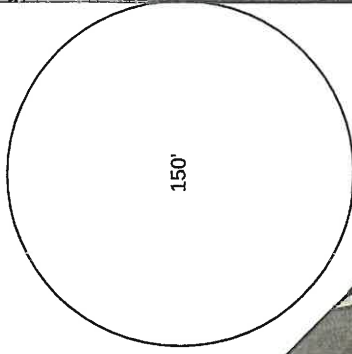


Two 2" conduits need finished/extended
to Registration building.

CBRV Proposed Layout

Wi-Fi coverage shown is rough example.
Coverage is likely greater, but deteriorates outside of indicated area.

All devices with red line will be connected via fiber. Blue indicates CAT6 cable assuming distance is less than 328' each.



Existing Conduit

Indoor Omni

3 x 120 deg Sector

Omni

1

2

3

4

5

6

7

8

CBRV Existing Layout

Wi-Fi coverage shown is rough example.
Coverage is likely greater, but deteriorates
outside of indicated area.

All devices beyond office are wireless
connections.

150'

100'



CITY OF CANNON BEACH, OREGON

**NAME OF PROJECT
SERVICES AGREEMENT**

(A Public Contract)

PARTIES CITY OF CANNON BEACH (“City”)
P.O. Box 368
Cannon Beach, OR 97110
(503) 436.8066
E-mail: labonte@ci.cannon-beach.or.us

Vendor (“Contractor”)
Attn:
Address

Phone:
E-mail:

RECITALS

- A. The City issued a request for quotes on _____ seeking proposals from qualified and responsible vendors to provide _____
- B. Contractor submitted a proposal (Exhibit A) in response to the request offering to provide the services.
- C. The City, by its execution of this Contract has accepted Contractor’s offer.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

TERMS AND CONDITIONS

1. **Services to be Provided.**

Contractor shall provide City with the services designated in Exhibit A to this Contract, at the locations and for the fees indicated on the Exhibit, and on the terms and conditions set forth in this Contract. The Exhibits are incorporated into this Contract by this reference.

2. **Payment for Services.**

City shall pay Contractor for services performed at the rates shown in Exhibit A on a _____ basis in the amount of _____. Payment for any extra services must be approved by the City Manager in writing and will be determined by mutual agreement of the parties prior to Contractor performing the work. Contractor shall submit monthly invoices to the City. Invoices will be paid in approximately 30 days from receipt.

3. **EXECUTION OF CONTRACT:**

Within 5 business days after the date the contractor receives notification of award of contract as evidenced by receipt from the City of prepared contract documents, the contractor shall execute and return the contract and shall furnish all required bonds and insurance documentation to the satisfaction of the City.

4. **Insurance.**

a. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage an "occurrence" form and with coverage that is satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract and is made on an occurrence basis. Coverage shall be a minimum of \$2,000,000 per occurrence and \$2,000,0000 aggregate. The policy shall name the City as an additional insured and the additional insured endorsement shall provide coverage for ongoing and completed operations and be written as primary and non-contributory. Contractor shall provide written notice of cancellation to the City at least 60 days prior to cancellation. Contractor shall provide City with a certificate of insurance within 5 business days after the date the contractor receives notification of award of contract as evidenced by receipt from the City of prepared contract documents.

b. Contractor shall also obtain, at their own expense, and keep in effect during the term of contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

c. "Waiver of Subrogation" clause. The "contractor" shall obtain from its insurance carriers endorsements waiving their respective subrogation rights in favor of the City on General Liability policies affected by this agreement.

5. **Term of Contract.**

This contract shall be effective commencing _____, through and including _____, 2018.

6. **Time for Performance.**

All tasks shall be performed according to a schedule agreed to by Contractor and the Director of Public Works or his designee. Contractor shall designate in writing a schedule for performance of all tasks which must be approved in writing by the Director of Public Works.

7. **Evaluation/Termination.**

Upon request of either party, the parties will meet to discuss Contractor's performance and the City's needs. If City is dissatisfied with the performance of Contractor, City shall give written notice setting out specific defects in the work being done, giving Contractor a minimum of ten (10) days to cure the deficiencies. If Contractor fails to cure the deficiencies within that time, City shall have the right to terminate the contract.

Termination by Either Party. Either party may terminate this Agreement for convenience upon 30 days' written notice to the other.

Payment and Close out. If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, the City shall pay the Contractor for the services rendered for suspended, abated, abandoned, or terminated work, the payment to be based insofar as possible on the amounts established in this Agreement, or, where the Agreement cannot be applied, the payment shall be based on a reasonable estimate as mutually agreed of the percentage of the work completed; but in no case will anticipated profit be allowed on services or other work not performed. If the Project is suspended, abated, abandoned, or terminated, the Contractor, when requested by the City, shall furnish a copy of all notes, reports, or other tangible records compiled. The parties shall cooperate to close out the Project.

8. **Independent Contractor.**

a. Neither Contractor nor his employees or agents are employees of the City for any purpose. Contractor shall perform all services as an independent Contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the services to be performed and (ii) to evaluate the quality of the performance, the City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services called for under this Contract.

b. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

9. **Workers' Compensation Coverage Requirements.**

The Contractor, its subcontractors, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation Law and shall comply with ORS 656.017 and ORS 279B.230, which requires them to provide workers' compensation coverage for all their subject workers. The Contractor shall provide proof of coverage at the time of the execution of this Agreement and continuing proof of coverage during the period of this Agreement.

10. **Other Taxes and Charges.**

The Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. This Contract is not intended to entitle the Contractor to any benefits generally granted to owners and employees.

11. **City of Cannon Beach Business License.**

Prior to beginning work, the Contractor shall have a current City of Cannon Beach business license per Cannon Beach Municipal Code Chapter 5.04 Business License. Before permitting a subcontractor to begin work, Contractor shall verify that subcontractor has a current City of Cannon Beach business license.

12. **Subcontracts.**

Any subcontractors and outside associates, or Contractors, required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals, or firms, as were specifically approved by the City in writing during performance of the Agreement. Any substitution in such subcontractors, associates, or Contractors will be subject to the prior written approval of the City.

13. **Compliance**

The Contractor and the City agree that the Contractor's proposal, by this reference, incorporated into this contract and are fully a part of this contract.

The Contractor specifically agrees to comply with all laws, ordinances, and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said Contractor in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the City harmless from any damages or claims whatsoever in the performance of this contract.

The Contractor further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work. Contractor agrees to take every precaution against injuries to persons or damage to property. The contractor agrees that the work will be done to the satisfaction and approval of the Public Works Director of the City of Cannon Beach. Contractor agrees to hold the City free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

14. **Equal Employment Opportunity.**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap, or national origin.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of applicable rules, regulations, or orders of governmental agencies having jurisdiction, this Agreement may be cancelled, terminated, or suspended in whole or in part.

15. **Liability.**

CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT ARBITRATION, TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST THE CITY, OR ITS OFFICERS, EMPLOYEES AND AGENTS AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR

PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY THE NEGLIGENT OR WILLFUL MISCONDUCT OF THE CITY OR ITS OFFICERS, EMPLOYEES AND AGENTS.

16. **Assignment/Binding Effect.**

This Contract may not be assigned by Contractor, nor may any of the duties under this contract be delegated. The provisions of the Contract shall be binding upon, and shall inure to the benefit the parties to the Contract and their respective successors and permitted assigns, if any.

17. **Jurisdiction: Law**

This AGREEMENT is executed in the State of Oregon, and is subject to Clatsop County and Oregon law and jurisdiction. Venue shall be in Clatsop County, Oregon, unless otherwise agreed by the parties.

18. **Attorney Fees.**

In any action to enforce or establish any right under this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, reasonable attorney fees.

19. **Notices.**

All notices shall be in writing and delivered, mailed or e-mailed to the party at the addresses written above. Notice of change of address shall be provided in the same manner.

20. **Conditions and Certification Required by Law.**

The conditions and certification contained in Exhibit B are required to be included in all public contracts pursuant to ORS Chapter 279B.

21. **General Conditions.**

The City and Contractor agree that this Agreement is subject to the following General Conditions which together with the provisions hereof and the appendices hereto represent the entire Agreement between the City and Contractor; and they may only be altered, amended, or repealed by a duly executed written instrument.

City's Project Manager.

_____ shall be the City's Project Manager and be empowered to act for the City in accordance with the provisions of this Agreement, where such acts are not contrary to laws or ordinances.

Contractor's Project Manager.

The Contractor's Project Manager for this Contract shall be _____, who shall be empowered to act for the Contractor in accordance with this Agreement in all matters relating to the administration of services to be provided. The Contractor shall secure the City's written approval prior

to making any change in such assignment. The City reserves the right, for cause, to acquire replacement of any Project personnel furnished by the Contractor.

22. **Amendment/Entire Agreement.**

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. The Contract may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of the Contract shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of the Contract shall not constitute a waiver by the City of that or any other provision.

CITY:

Print name: _____

Title: City Manager _____

Date: _____

CONTRACTOR:

Print name: _____

Title: _____

Date: _____

EXHIBIT B

ORS 279B.220 Payment of Laborers and Suppliers, etc.

1. Contractor shall make payment promptly, as due, to all persons supplying the contractor labor or material for the performance of the work provided for in this contract.
2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
4. Contractor shall pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279B.230 Payment of Medical Care and Providing Worker's Compensation

1. Contractor shall promptly, as due, make payments to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. All employers working under this contract are either subject employers that will comply with ORS 656.017 or are exempt under ORS 656.126.

ORS 279B.235 Conditions concerning hours of labor.

1. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay pursuant to ORS 279B.235(1).
2. All employers must give notice to employees who work on this contract or any contract related to this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
3. Persons employed under this contract shall receive overtime pay in accordance with ORS 279B.235(5).

By Contractor's signature on this Contract, Contractor hereby attests or affirms under penalty of perjury that:

The person signing on behalf of the Contractor is authorized to act on behalf of Contractor in this matter, Contractor has not and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.