



**CITY OF WEST LINN**

22500 Salamo Road  
West Linn, Oregon 97068  
503-657-0331 FAX 503-656-4106

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	John Kovash
Council President	Jody Carson
Councilor	Teri Cummings
Councilor	Mike Jones
Councilor	Jenni Tan
City Manager	Chris Jordan

**REQUEST FOR  
PROPOSALS**

**FOR**

**PW-OPS FUEL TANK AND FUEL DISTRIBUTION MANAGEMENT SYSTEM**  
**PW-1207**

**WEST LINN, OREGON**

**CITY OPENING OF PROPOSALS**

**DATE:** April 18, 2012

**LOCATION:** The City of West Linn  
22500 Salamo Road  
West Linn, Oregon 97068

**TIME:** 2:00 PM

## SCHEDULE

RFP ADVERTISED	March 21, 2012
MANDATORY PRE-PROPOSAL SITE VISIT	April 10 <sup>th</sup> , 2012
RFP SUBMITTALS DUE	April 18, 2012
TENTATIVE CONTRACT AWARD	May 7, 2012
CONTRACT SIGNED	May 8, 2012

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## REQUEST FOR PROPOSALS

Notice is hereby given that the City of West Linn, through its City Council will receive sealed proposals until **2:00 p.m. April 18, 2012** in the Engineering Department, 22500 Salamo Road, West Linn, Oregon 97068 for the following:

### **PW-OPS FUEL TANK AND FUEL DISTRIBUTION MANAGEMENT SYSTEM**

#### **PW-1207**

### **WEST LINN, OREGON**

Separate subcontractor statements complying with the provisions of ORS 279.C.370 will be accepted until 4:00 p.m. April 18, 2012. Proposals will be publicly opened after 2:00 p.m. that same day. Proposals received after the above mentioned times and dates shall be considered non-responsive.

#### **Project Scope:**

The proposed work generally consists of:

Design, procure, install, test complete new fuel tank system including dual (side-by-side) 3,000 gallon (total of 6,000 gallons) above ground, double-walled storage tank for one each gasoline and diesel, plus miscellaneous work as specified.

This **project will be a performance specification** requiring that the City provides criteria that must be considered in the configuration of a system, complete, useable, and accepted prior to payment for work on the project. The criteria are listed below:

#### Project Criteria and Requirements:

- Removal and disposal of existing dual (side-by-side) 500 gallon (total of 1,000 gallons) above ground concrete storage tank (Convault D-500 fuel tank)
- Demolition and removal of existing concrete pad
- Procurement and Installation of new dual (side-by-side) 3,000 gallon tanks (totaling 6,000 gallons) within one double-walled tank shell (UL 2085 Fire Guard Fuel Tank or equal)
- Fuel Storage Tanks shall be installed per Tualatin Valley Fire & Rescue 2010 Motor Vehicle Fuel Storage and Dispensing Regulations.
- The tanks must have devices in place to prevent overfills, and leak detectors.
- Design and construction of new minimum 15' X 20' concrete pad
- Pad design must be prior approved by City of West Linn Building Official and tank manufacturer.
- Fuel delivery system providing two separate hoses (one each for gasoline and diesel)
- Procurement and installation of side-mount fuel pumps
- Contractor shall meet with city Project Manager to finalize exact location of Fueling Stations and tanks filling locations.
- Bollards Installation of 4-inch concrete-filled metal pipes one foot in from each outside corner and then spaced no more than 4 feet between posts on center, both ends and on side will need to have Bollards

- Permanent hot dipped galvanized safety grate steps (with platform) to access top of fuel tank for filling and access. Steps to be anchored to concrete pad.
- All necessary plumbing and utilities work to render new facility complete and useable upon project completion
- All necessary Decals, Signs and Placards.
- Completion of all work in accordance with all applicable federal, state, and local requirements.
- Relocation of the emergency shut off switch. It will need to be moved approximately 30' south and attached to adjacent building. The conduit will need to be buried under asphalt.
- Replace existing over head light with a "Fire-Rated" light fixture.
- New tank will need to be wired so that it can operate on the existing emergency generator, during power outages.
- Island terminals must have the following capabilities:
  - o Display to guide users through the fueling process with text
  - o Key pad display guide will be lit for ease of operation at night
  - o Supply 300 new magnetic-stripe inactivated cards capable of holding up to a 10-digit card number
  - o Card programmer
  - o Magnetic-stripe cards and card programmer to be provided to the City of West Linn with enough time prior to implementation of new system for generation and distribution of new cards to all agencies
- Procurement, installation, testing, and training on fuel management system able to handle the following:
  - o Encoded magnetic stripe card system
  - o Card readers to be weather proof and to withstand direct exposure to the elements
  - o Capable of 130 users
  - o Enable magnetic stripe cards
  - o User selected PIN entry with auto lockout
  - o Transaction printer
  - o Capable of seven (7) "administrators" (3 in IT and 4 in Public Works)
  - o Ability to use "Guest Cards" for summer help, temp. positions, etc...
  - o Ability to handle up to 1,000 transactions per month and store the information in non-volatile RAM.
  - o Ability to pull monthly transaction reports that include at least the following data:
  - o The following is a list of the different information we would like to be able to get.
    - o Date
    - o Time
    - o Driver Name
    - o Driver Department (Police, Water, Transportation etc.)
    - o Odometer Reading
    - o Product (Unleaded, Diesel)
    - o Quantity (000.00)
    - o Vehicle Equipment Number
    - o Over/Under exceptions
    - o No more than 3 uses a day.

- The ability for supervisors to override the system for all potential problems (over/under usage, malfunction etc.)
- Fuel tank monitoring and leak detection system
  - Provide real-time, accurate inventory and delivery information for each of the two tanks monitored
  - Monitor the product level at the tank and remotely
  - Detect the presence of water in the tanks
  - Detect leaks into the interstitial space and transition sump
  - System will be temperature compensated and equipped with visual and audible alarms
  - System will include all necessary hardware, software and two sets of manuals
  - Install overflow alarm set at 90% capacity
  - Install overflow shutoff valves on fills at 95% capacity
  - Phone tech support available 24 x 7
- Ability to place a maximum on daily fuel dispensed per user, Gallons used, something like Max. 30 Unleaded, 75 Diesel.
- Adjustable pump time-outs and provide for an adjustable time limit when pump isn't in use (an example would be if someone were to set the nozzle down and walk away we would want the pump to shut down after 60 seconds).
- Ability to control 2 different pumps simultaneously (each pump will have one hose). Ability to remotely print reports via modem.

Contractor is responsible for obtaining City of West Linn building permit. Please note that electrical permit must be obtained from Clackamas County Building office.

Specific requirements for the new fuel storage tank (UL 2085 Fire Guard or equal) include the following:

- Top of tank filling ports for Diesel and gasoline
- Tank height and width dimensions not to exceed 9 feet and length not to exceed 20 feet
- Electrical hookup location to be coordinated with Jeff Randall, City's project manager
- Diesel re-fueling station to be at North end of tank
- Gasoline re-fueling station to be at the South end of tank
- Earthquake restraint to local seismic requirements

Contractor responsible for

- Fuel storage, dispensing, and management system project design
- Acquisition of all necessary permits and approvals
- Procurement, installation, hook-up, testing, and acceptance of new re-fueling pad, tank, and fuel dispensing and management system complete and operational
- 18-month warranty on construction work

City provided material and equipment available to reduce cost:

- Two Fill-Rite Model FR701V 115v AC Fuel Dispensers.

The use of these dispensers is at contractor's option and does not reduce in any way the contractor's requirement to meet the performance requirement of the system provided.

**Note: “Brand Names or Equal Specification “ means a specification that uses one or more manufacturers’ names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency’s requirements. Such specification authorizes proposers to offer goods or services that are equivalent or superior to those brands named or described in the specifications.**

Project must be complete, operational, and acceptable to the City within 30 days from the date the existing tank is taken out of service.

A **mandatory** pre-proposal site visit will be held April 10<sup>th</sup>, 2012 at 10:00 AM at the project site at 4100 Norfolk Street, West Linn, OR 97068. POC is Jeff Randall (503) 742-8616.

All information and details for project are contained within these bid documents. The contract work shall be governed by any and all applicable federal, state, and local rules and regulations.

Evaluation of the proposals shall be by a technical review committee that will evaluate the completeness of the submission, the comprehensive nature of addressing all criteria and requirements, the ability to complete the project within the established timeframe, and the cost of providing the project, complete and useable to the City of West Linn. A listing of these criteria and associated evaluation weighting is included later in these bid documents.

No proposal will be considered unless the proposer is registered with the Construction Contractors Board. Each proposal must contain a statement as to whether the proposer is a resident bidder as defined in ORS 279.A120.

If this project is subject to the prevailing wage rates as currently determined by the State of Oregon Bureau of Labor and Industries (BOLI), the contractor is responsible for compliance with all state and federal wage laws.

Pre-qualification is required, and forms must be filed three (3) days prior to the proposal opening for the proposer to retain appeal rights. ODOT Pre-Qualification is acceptable.

All proposals shall be submitted on the prescribed form and in said manner as indicated in the proposal documents. Use of recycled material is encouraged and the City reserves the right to use recycled material provided the provisions of ORS 279.A.125 are met.

Bids shall be accompanied by a Certified Check or bid bond in the amount of ten percent (10%) of the total amount of the Proposal to be forfeited to the Owner in the event of a breach of contract. A one hundred percent (100%) performance bond will be required to guarantee the faithful performance of the contract. A one hundred percent (100%) payment bond will be required to guarantee the faithful payment of lien holders and subcontractors etc.

The City of West Linn reserves the right to reject any or all proposals, to postpone the award for 60 days, to delete certain items from the Proposal and to award the contract to the best possible proposer. Any proposal not in compliance with prescribed public bidding procedures and requirements will be rejected.

Proposal format, drawings and other related information is available at the Engineering Department, 22500 Salamo Road, West Linn, and Oregon 97068. No proposals will be received or considered after that time.

Sealed proposals are to be sent to Pat Rich, Administrative Assistant, 22500 Salamo Road, West Linn, Oregon 97068. Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279.029. The City will consider no proposal unless the respondent is registered with the Construction Contractors Board.

The West Linn City Council reserves the rights to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all proposals upon the finding that it is in the public interest to do so and waive any and all informalities.

## **INSTRUCTIONS AND CONDITIONS**

### **2.1 GENERAL:**

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

### **2.2 PROPOSALS:**

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

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals must be signed in ink in the blank spaces provided herein (Section 3). If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If a corporation makes the proposal, an official who is authorized to bind the contractor must sign it in the name of such corporation.

### **2.3. DELIVERY OF PROPOSALS:**

All proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the contractor, the name of the project for which the proposal is submitted and the time and date of the scheduled opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Pat Rich, Administrative Assistant, 22500 Salamo Road, West Linn, Oregon 97068.

### **2.4. RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

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

At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing proposals during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award. Once the closing time and date arrive, the names of the proposer submitting proposals are read publicly. No other information will be disclosed.

### **2.5. WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the City Council:

1. Specifically rejects the proposal, or;
2. Awards a contract and said contract is properly executed.

Contractors' proposals must be valid for at least sixty (60) days.

## **2.6. MODIFICATIONS:**

Any proposer may modify his/her proposal by submitting a new proposal at any time prior to the scheduled closing time for receipt of proposals. The new proposal must state it supersedes and replaces the previous proposal

## **2.7. ACCEPTANCE OR REJECTION OF PROPOSALS:**

In the award of the contract, the City Council will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of The City of West Linn, and reserves the right to award the contract to the contractor whose proposal shall be best for the public good. The City Council reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal, which is incomplete, obscure or irregular, may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The City shall, pursuant to ORS 279A.120 for the purposes of awarding the contract, add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. "Resident proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal whether the proposer is a "resident proposer".

The City may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

## **2.8. ADDENDA AND INTERPRETATIONS:**

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the West Linn City Engineer (22500 Salamo Road, West Linn, OR or fax (503) 656-4106) and, to be given consideration, must be received at least ten (10) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed to all prospective proposers (at the

respective address furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

**2.9 NONDISCRIMINATION:**

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

**2.10 FAILURE TO SUBMIT OFFER:**

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

**2.11. PREPARATION OF OFFERS:**

Proposers are expected to examine the specifications, and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. The person signing the offer must initial erasures or other changes. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

**2.12. SPECIFICATIONS LIMITING COMPETITION:**

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined.

Such comments must be in writing, and are to be addressed to West Linn City Engineer, 22500 Salamo Road, West Linn, Oregon 97068.

**2.13. EMPLOYEES NOT TO BENEFIT:**

No employee or elected official of The City of West Linn shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**2.14. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

**2.15. DEFAULT:**

The City may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
3. In the event the City terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **2.16. PAYMENTS:**

The Contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.
2. Payments will be made upon successful completion of the project and acceptance by the City.
3. The City of West Linn reserves the right, under this contract, to recover any damages due the City as specified in the clause of this contract entitled "Default".

## **2.17. PROTEST OF AWARD**

The Notice of Intent to Award by The City of West Linn shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Engineer within fourteen (14) calendar days from the notice of intent to award. If a protest is timely filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.

Right to Protest. Any actual proposer who is adversely affected or aggrieved by the City's award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days from the notice of intent to award to submit to the City Engineer a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

## **2.18. PERFORMANCE AND PAYMENT BONDS**

The successful proposer shall file with the Owner performance and payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company furnishing these bonds shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers.

**PROPOSAL RESPONSE**

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Phone number: \_\_\_\_\_

**The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish proposals for providing:**

**PW-OPS FUEL TANK AND FUEL DISTRIBUTION MANAGEMENT SYSTEM**  
**PW-1207**

**WEST LINN, OREGON**

as specified, in accordance with the proposal documents herein.

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

- (a) That no, officer, or employee of The City of West Linn is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a proposal for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal as the guaranteed maximum price.
- (d) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

[ ] Resident Proposer, as defined in ORS 279A.120

[ ] Non-Resident Proposer, Resident State: \_\_\_\_\_

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

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_\_ day of, 2012.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: \_\_\_\_\_

PROPOSAL #: \_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

	<b>NAME</b>	<b>DOLLAR VALUE</b>	<b>CATEGORY OF WORK</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_

Phone no.: \_\_\_\_\_

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section. [2003 c.794 §116; 2005 c.103 §16]

## PROPOSAL CONTENTS

### 3.1 GENERAL:

The proposal should contain the required elements as stated in SECTION IV STANDARD SPECIFICATIONS AND CONDITIONS and address all elements listed in the project scope.

The City reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the City deem such information necessary.

Any proposer-supplied material that is to be considered confidential must be so marked.

The proposals shall be submitted to Pat Rich, Administrative Assistant, 22500 Salamo Road, West Linn, Oregon, 97068.

One (1) signed original and five (5) copies of the proposal shall be submitted. The original shall be marked as such.

### 3.2 DETAILED PROPOSAL CONTENTS:

The proposal shall contain the required criteria in the following format:

**Section 1 Cover Letter and Transmittal** – A one-page dated cover letter with original signature shall be submitted containing the name, address, tax filing name and number of the corporation or business structure submitting the proposal. Also submit the name, address, telephone, and fax numbers and title of the person authorized to represent the proposer.

**Section 2 Table of Contents** – A table of contents of the material included in the proposal.

**Section 3 Proposal** – A delineation of proposed equipment, hardware, software, services, and approach to the project and a list of subcontractors and their roles in the project. This section shall include a flow chart, methodology, unique management strategies etc.

**Section 4 Proposer Capabilities** – This section shall demonstrate specific capabilities for fulfilling the requirements according to similar previous experience including years of business, bankruptcy, bonding capability, insurance, contract defaults and litigation. This section shall also provide information on the key individual(s) that will be assigned to this project,

**Section 5 List of Exceptions** – This section shall describe any exceptions taken to any section in the RFP.

**Section 6 Fee** – This section shall list the Guaranteed Maximum Price lump sum fee to provide the proposed services. Please detail fee schedule by per project component identified in section 4.4. **(Note: provide this information in a separate enclosed sealed enveloped marked "Fee Proposal".)**

## STANDARD SPECIFICATIONS AND CONDITIONS

### 4.1 INTRODUCTION:

The West Linn Public Works Department is requesting proposals for:

**PW-OPS FUEL TANK AND FUEL DISTRIBUTION MANAGEMENT SYSTEM**  
**PW-1207**

**WEST LINN, OREGON**

### 4.2 QUESTIONS ON TECHNICAL INFORMATION:

Questions relating to materials in the Standard Specifications and Conditions Evaluation and Selection Criteria (SECTION 5) shall be addressed in writing to:

**City Engineer  
City of West Linn  
22500 Salamo Road  
West Linn, Oregon 97068  
Phone (503) 722-5514  
Fax (503) 656-4106  
E-mail: [dwright@westlinnoregon.gov](mailto:dwright@westlinnoregon.gov)**

### 4.3.1 QUESTIONS ON DESIGN/CONSTRUCTABILITY:

Questions relating to materials in the Standard Specifications and Conditions Evaluation and Selection Criteria (SECTION 5) shall be addressed in writing to:

**City Engineer  
City of West Linn  
22500 Salamo Road  
West Linn, Oregon 97068  
Phone (503) 722-5514  
Fax (503) 656-4106  
E-mail: [dwright@westlinnoregon.gov](mailto:dwright@westlinnoregon.gov)**

### 4.4 BACKGROUND:

This project replaces similar existing facilities in PW-OPS Maintenance Yard located at 4100 Norfolk Street, West Linn, OR 97068. Refer to the attached Preliminary Site Plans cover sheet.

#### **4.5 PROJECT SCOPE:**

The Department has approximate budgeted range of \$50,000 to \$85,000 for this project.

##### **4.5.1 Design Services:**

The contractor shall:

- Design all equipment, utilities, hardware, software, electrical and mechanical systems to integrate into a smoothly functioning end product meeting the performance specification.

##### **4.5.2 Construction Services**

During the Construction Phase the Contractor shall provide the following services, as outlined, for the administration and the construction of the project.

###### **1. Construction of Work**

The Contractor shall complete construction of all work as outlined below:

- Procurement of materials and supplies.
- Site Work
- Grading
- Layout

###### **2. Off Site Construction Administration**

- A. Processing of submitting, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals as required by the City.
- B. Services consisting of visits to the site at intervals appropriate to the stage of construction or an otherwise agreed in writing include:
  1. Attend on-site pre-construction conference.
  2. Review layout of all site elements.
  3. Grading/Drainage review.
  4. Review completion and acceptance for maintenance.
  5. Final review and acceptance at end of maintenance period.
  6. Review and approve all product submittals with design team.
  7. Schedule and attend construction meetings on site and provide written field reports.

8. Review and approve wage certification statements and sub-contractor pay requests.
9. Review, approve and prepare all change orders.
10. Conduct substantial completion reviews and provide written report.
11. Provide a project punch list.
12. Provide, review and approve “as-built” drawings.
13. Provide the City with maintenance, warranties and operational guideline’s manual on actual elements and site materials used in the park. Two copies shall be provided.

**4.5.3 SUBCONTRACTORS**, the city of West Linn requires that each proposer shall state in his proposal the subcontractor(s) that he anticipates to employ to perform any work or labor, or any service, in or about the construction of the work or improvement. This statement shall include the name of the subcontractor, address, telephone, estimated percentage of work, statement of qualifications and experience and the nature of work to be performed. The Contractor shall be responsible for transmitting and enforcing all contract requirements to subcontractors. The proposal shall also state the method for selecting the subcontractor

## **EVALUATION AND SELECTION CRITERIA**

### **5.1 PROPOSAL REVIEW:**

The Review Committee will evaluate the submitted Proposals. Each proposal will be evaluated on their adherence to the specifications outlined in Section 4 Standard Specifications and Conditions and Section 5.2 Award Criteria.

The Review Committee consists of:

Ken Worcester, Public Works Director

Jeff Randall, Transportation Supervisor

Mike Cardwell, Environmental Services Supervisor

Selected proposers will be contacted for further evaluation if necessary, that may include oral interviews. Although price is a consideration when engaging this proposer, the intent is to provide the City with a given level of specialized skill, knowledge, and resources and qualifications, performance history; expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Provide written reference statements or letters from at least three agencies or clients for whom you have provided the requested services, attesting to the quality, availability and timeliness of your service. These statements must include the name, address and phone number of a person we may contact to discuss the reference statement.

The City Manager will review the recommendation on proposals from the Review Committee Staff and enter into contract negotiations to establish the Guaranteed Maximum Price. During negotiation the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the City is unable to come to terms with the first choice contractor, discussions shall be terminated and negotiations will begin with the second choice contractor. The City reserves the right to reject any and all proposals.

**5.2 AWARD CRITERIA:**

The following criteria will be considered in evaluating all proposals. A major deficiency in any one category can disqualify the proposer., the comprehensive nature of addressing all criteria and requirements, the ability to complete the project within the established timeframe, and the cost of providing the project, complete and useable to the City of West Linn.

- |           |   |                    |
|-----------|---|--------------------|
| <b>1.</b> | <b>Content</b><br>Comprehensive nature of addressing all criteria and requirements  | <b>0-30 points</b> |
| <b>2.</b> | <b>Schedule</b><br>Ability to complete the project within the established timeframe in this RFP.  | <b>0-20 points</b> |
| <b>3.</b> | <b>Experience</b><br>Proposer’s experience in similar projects and past success/recommendations   | <b>0-20 points</b> |
| <b>4.</b> | <b>Fee</b><br>All proposals will be evaluated on the guaranteed maximum price lump sum fee required to meet the requirements in this RFP. | <b>0-30 points</b> |
|           | <b>TOTAL POINTS</b>   | <b>0-100</b>       |

**SECTION 6**  
**PUBLIC CONTRACTING EXHIBIT FOR SAMPLE CONTRACT FOR CONSTRUCTION SERVICES**

**EXHIBIT 1**

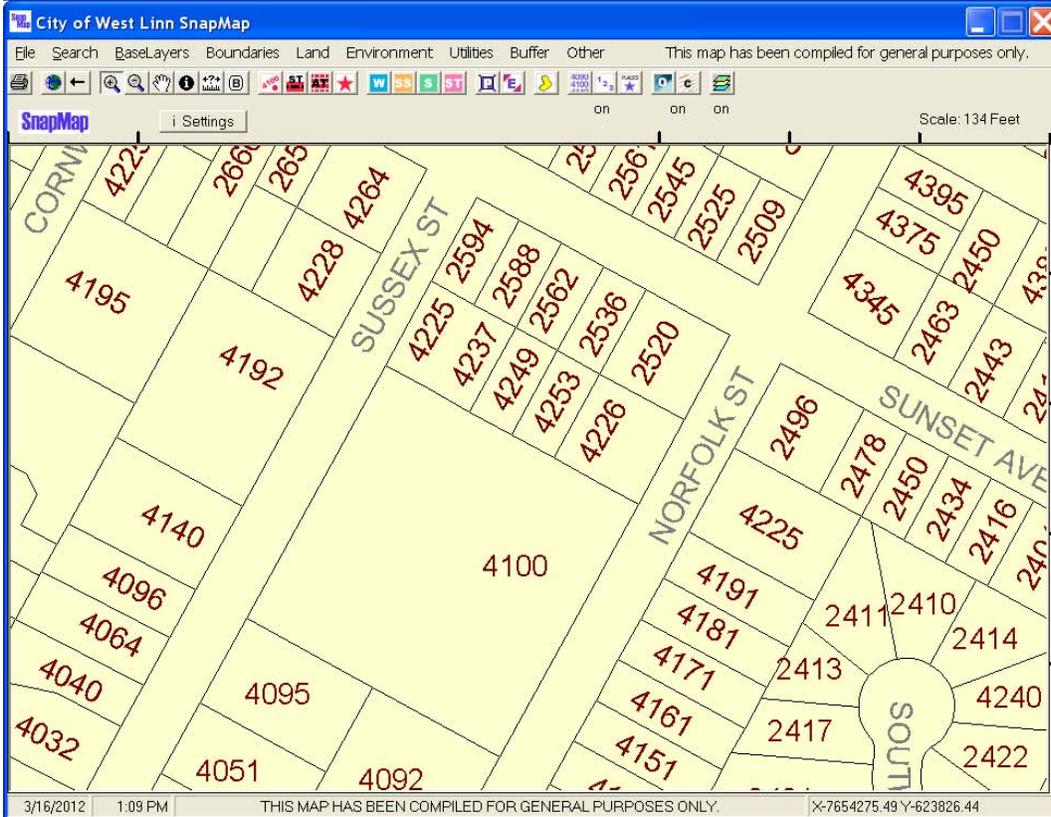
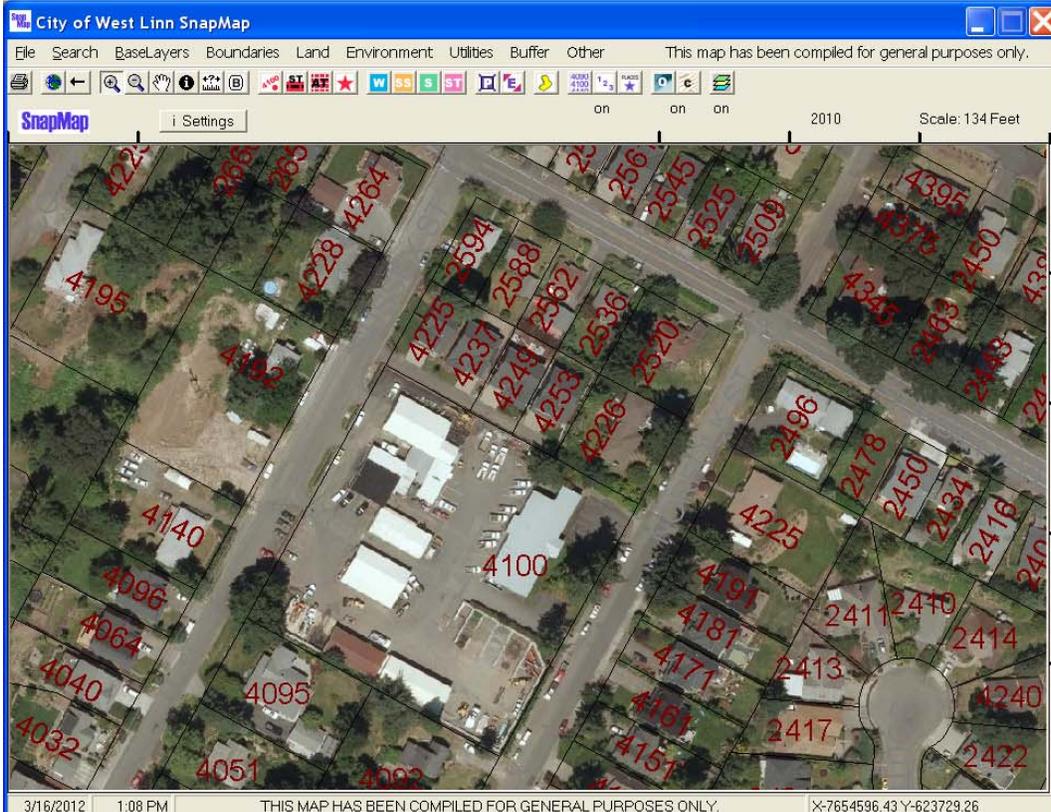
The Contractor must comply with all applicable Contract provisions required by Oregon law as follows:

- (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 (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) Fee paid to BOLI (ORS 279C.830(2));
- (P) BOLI Public Works bond (ORS 279C.830(3))
- (Q) Retainage (ORS 279C.550 to 279C.570);
- (R) Prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- (S) Contractor's relations with subcontractors (ORS 279C.580);
- (T) Notice of claim (ORS 279C.605);
- (U) Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385; and
- (V) 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 701.035 to 701.055 before the subcontractors commence Work under the Contract.

# APPENDIX A

## MAPS – SITE PLANS



**APPENDIX B**

**BID BOND**

**\*Project name, number\***

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ /  
hereinafter called the Principal, and

\_\_\_\_\_ /  
a Corporation duly organized under the Laws of the State of Oregon, having its principle place of Business at

\_\_\_\_\_ /  
in the State of \_\_\_\_\_, and authorized to do business in the State of Oregon as Surety, are held and firmly bound unto the City of West Linn Engineering Department, hereinafter called the Engineering Department, in the penal sum of

\_\_\_\_\_ /  
Dollars

(\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his Bid Proposal for the above noted project in the City of West Linn, Oregon, said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the Engineering Department the penal sum as liquidated damages.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact (A Certified Copy of the Agent's Power  
of Attorney must be attached)