

Umatilla Morrow Radio & Data District Legacy Microwave Radio Equipment Removal and Disposal Request for Proposals (RFP) #2020-02

Issue Date: May 06, 2020

See Section 3 for Closing Time and Date

See Section 5 for Proposal Submission Instructions

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UMATILLA MORROW RADIO & DATA DISTRICT

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that proposals for Legacy Microwave Radio Equipment Removal and Disposal will be received by the Umatilla Morrow Radio & Data District (herein referred to as "the District" or "UMRDD"). Proposals will be accepted ONLY at the address on the title page of this document and only until the time and date listed in the Schedule of Section 3 of this document. Proposals shall be developed and submitted according to the instructions of Section 5 of this document.

The District is issuing this RFP pursuant to its authority under OAR 125-246-0100 through 0900 the Oregon Public Contracting Code (ORS chapters 279A, 279B, and 279C) and ORS 403.525 (3, 4, 5 and 13). The District will be the contracting agency.

The District is using the Competitive Sealed Proposals method, pursuant to ORS 279B.060 and OAR 125-247-0260. The District may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

The District is not responsible for misdelivered proposals, and the Proposer is strictly liable for its chosen method of delivery. It is the Proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive at the address identified on the title page to this document and by the RFP due date and time, as expressed in Section 3, and in the format included in Section 5 will be rejected as non-responsive, even if properly addressed or delivered to another location of the District.

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2. INTRODUCTION

2.1. UMRDD Overview

The Umatilla Morrow Radio & Data District (herein referred to as "the District" or "UMRDD") is located in northeastern Oregon and comprises the counties of Umatilla and Morrow, excluding the land located within the City of Milton-Freewater limits. UMRDD provides public safety communications support to 42 local, state, tribal, and federal agencies and departments that operate within the District's boundaries as well as local school districts and Union Pacific Railroad law enforcement.

2.2. Project Goals

The District has deployed a new digital microwave network that has replaced a legacy microwave system.

Through this RFP, the District is soliciting proposals for the services necessary to remove and dispose of the legacy microwave radio equipment installed at radio sites in Umatilla and Morrow Counties, Oregon as well as one site in Benton County, Washington. The equipment to be removed and disposed of includes:

- Tower mounted microwave dish antennas
- Peripheral antenna/dish hardware
- Antenna wave guide
- Microwave radios
- Combiner and filter assemblies and peripherals
- Power distribution units

The quantities, lengths, elevations, sizes, locations, types, and other details of equipment vary by site and more information is included in Section 4 of this document.

UMRDD will transfer ownership of the removed equipment to the Selected Vendor once the equipment has been transported from the site and the vendor has provided to the UMRDD an inventory of removed equipment as described in Section 4.6 of this RFP.

This will be a competitive negotiation process. Qualified individuals, firms, contractors or entities (hereinafter "Proposer" or "Proposers") that meet the requirements set forth in this RFP and can provide the services requested are encouraged to participate. The Proposer that is awarded a contract to perform the work described in this RFP is herein referred to as the "Selected Vendor."

2.3. Evaluation Criteria

Proposals will be evaluated and an award will be made to the responsive, responsible Proposer who complies with all proposal requirements and scores the highest total on the evaluation criteria as weighted below:

- 1. Experience with Similar Projects / References: 30 Points
- 2. Compliance with Statement of Work: 30 points

3. Cost: 40 Points

Proposers may be invited to an interview to expand upon or clarify their proposals. The number of Vendors invited to an interview may vary depending upon the number of proposals submitted. The District reserves the right to make a selection after review of the proposals without oral interviews; therefore, proposals should be submitted initially on the most favorable terms that the Vendor might propose.

2.4. General Instructions

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of a Proposer's proposal.

Direct all inquiries regarding this RFP in writing to the Single Point of Contact (SPC) identified on the cover page of this RFP.

Do not contact other individuals on the District or in the Departments served by the UMRDD in regard to this RFP. Doing so may disqualify the Proposer from further participation. Information provided by anyone other than the SPC may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

No oral interpretations shall be made to any Proposer as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing. Responses to such requests will be made by written addendum to this RFP and distributed via the UMRDD website.

Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from its obligation under its proposal as submitted.

If it becomes necessary to revise any part of this RFP, a written addendum will be issued via the UMRDD website. Any amendment to this RFP is valid only if it is in writing and issued by the SPC. No oral interpretations or answers shall bind the District unless confirmed by the District in writing.

All addenda for this RFP will be distributed via the District's website at www.umrdd.org. It is the **Proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of a Proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.5. Nondiscrimination

The Selected Vendor shall agree that in performing the work called for by this proposal and in securing and supplying materials, Proposer will not discriminate against any person on the basis of race, color, religion, 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.

2.6. Payment Terms

The Selected Vendor shall invoice the District upon removal of all equipment from all sites. The District will pay proper invoices within 30 days of submission.

3. SCHEDULE

The following is the schedule for this RFP. Any change in the scheduled dates for events prior to and including the "Proposals Due" event will be advertised in the form of an addendum to this RFP.

Site Walks will be conducted only if requested by at least one interested Proposer. To request Site Walks, please send an email by the time and date indicated in the table below to the Single Point of Contact listed on the cover page of this RFP. Site Walks will be conducted on the days listed in the table below.

The schedule for the events of the evaluation, award, and contracting processes are approximate and may be adjusted without notice.

| Event | Date | Time |
|---|---------------------------------------|---------------------|
| RFP Release to UMRDD.org | May 06, 2020 | n/a |
| Request for Site Walks Due | May 12, 2020 | 3:30pm Pacific Time |
| Site Walks (only if requested) | May 18 and 19, 2020 | Entire day |
| Questions / Clarifications Due | May 22, 2020 | 5:00pm Pacific Time |
| Answers to Question / Clarifications posted to UMRDD.org | May 28, 2020 | 5:00pm Pacific Time |
| Proposals Due | June 05, 2020 | 3:30pm Pacific Time |
| UMRDD Evaluation Periods (approximate) | June 08 – June 17, 2020 | n/a |
| Interviews (optional, approximate) | Week of June 22, 2020 | n/a |
| Intent To Award (approximate) | June 29, 2020 | n/a |
| Contract Negotiations Complete, Start of Work (approximate) | Week of July 6, 2020 | n/a |
| Final Date to File Protests | 30 days from Award to Selected Vendor | n/a |

4. Scope of Work

The Scope of Work for the contract will be as described in this section of this document.

4.1. Site List

This project involves work at the sites listed in below:

| Site Name | Coordinates | |
|----------------------|---------------|----------------|
| Boardman | 45°50'59.14" | 119°39'15.57" |
| Cabbage Hill US Cell | 45°34'59.5" | 118°35'01.8" |
| Coombs Canyon | 45°35'23.09" | 118°59'55.22" |
| East Pendleton | 45°40'2.00" | 118°46'39.73" |
| Gleason Butte | 45°29'12.44" | 119°26'1.77" |
| Heppner MCSO | 45°21'33.11" | 119°33'41.93" |
| Jordan Butte | 45°28'18.28" | 119°48'36.09" |
| Pendleton UCSO | 45°40'23.67" | 118°50'35.07" |
| PGG | 45°48'45.19" | 119°17'37.20" |
| Sillusi Butte | 45°58'47.24" | 119°17'49.08" |
| Weston Mountain | 45°48'0.39" | 118°22'33.20" |
| Wilkinson Hill | 45°21'0.58" | 119°30'35.00" |
| Wilkinson Hill II | 45°21'0.71" | 119°30'35.46" |
| Exit 198 | 45° 43′32.66″ | 119° 01′01.05″ |
| Hermiston PD | 45° 50′17.71″ | 119° 17'26.36" |

4.2. Site Access

The Selected Vendor shall follow the UMRDD site security and access procedures as they now exist or may be amended from time to time. UMRDD will provide site access and conditions as part of the agreement with the Selected Vendor.

The Selected Vendor shall provide personal information including, but not limited to, personal mobile phone number and a unique employee identifying number such as last four digits of employee Social Security number for each employee working on the tasks covered by this bid.

The Selected Vendor shall not show, give tours, or invite third parties to view or visit the UMRDD radio facility or inspect UMRDD equipment or spares without the express written permission of the UMRDD Administrator.

The Selected Vendor shall contact the UMRDD Administrator to receive access to keys and other materials or information required to access sites.

4.3. General Requirements

The Selected Vendor shall provide all materials, resources, and specialized services required to safely remove, transport and/or recycle the equipment of UMRDD's legacy microwave radio systems (including associated antennas) that is installed at the sites specified in Section 4.1 above.

UMRDD will transfer ownership of the removed equipment to the Selected Vendor once the equipment has been transported from the site and the vendor has provided to the UMRDD an inventory of removed equipment as described in Section 4.6 of this RFP.

The Selected Vendor shall transport removed items to its own storage facilities for future resale or disposal. The Selected Vendor shall sell, recycle, and/or dispose of in an environmentally safe and legal manner all removed items and material resulting from the removal.

The Selected Vendor shall touch up paint any scars left on the tower by the removal of antenna systems; the Selected Vendor is not required to do any more than touch up painting. Paint type and color is to be determined by the UMRDD Administrator or a designated tower representative for each tower. Purchase record of one (1) gallon of paint per these specifications is required subsequent to UMRDD's notice-to-proceed, and prior to work onsite.

All items at each site shall be approved for discard or salvage by the UMRDD Administrator or a designated representative prior to work on site.

4.4. Site-Specific Requirements

This section of this document describes the specific requirements for equipment removal and disposal on a site-by-site basis. The sites involved in this project, all of which are listed above in Section 4.1 house equipment that is part of public safety radio communications systems. UMRDD wishes to balance the protection information that is public-safety sensitive with the need to provide interested Proposers with sufficient information about the requirements for each site. Therefore, the following site-specific information is provided without noting the site's actual name and in a different order than the site list that is included above in Section 4.1.

4.4.1. Site Alpha

The scope of work for this site includes:

<u>4.4.1.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter Andrew antenna located at 24.4m AGL with and azimuth of 137.2 degrees on the guyed tower facing Juliet.

Remove and salvage the eight-foot diameter Andrew antenna located at 16.8m AGL with an azimuth of 197.0 degrees on the tower facing Echo.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Selected vendor shall salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.1.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.1.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. The Selected Vendor shall furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.1.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing Echo and Juliet. Also remove the two Motorola Canopy radios.

4.4.1.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.1.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.2. Site Bravo

The scope of work for this site includes:

<u>4.4.2.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter Andrew antennas located at 9.1m and 18.3m AGL with and azimuth of 242.6 degrees on the SSW leg of the tower facing Hotel.

Remove and salvage the eight-foot diameter RFS Cablewave antenna located at 18.3m AGL with an azimuth of 142.5 degrees on the East (B) leg of the tower facing November.

Remove and salvage the three-foot diameter RFS antenna located at 6.4m AGL on the SSW (C) leg of the tower facing Oscar.

Remove and salvage the panel style Motorola antenna located at 9.1m with and azimuth of 52 degrees on the East (B) leg of the tower facing an adjacent site \sim 400' away.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Selected vendor shall salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.2.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.2.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. The Selected Vendor shall remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. The Selected Vendor shall furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.2.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing November and Oscar. Remove the two Motorola Canopy radios.

4.4.2.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.2.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.3. Site Charlie

The scope of work for this site includes:

<u>4.4.3.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter RFS antenna located at 15.2m AGL with and azimuth of 244.9 degrees on the SSW (C) leg of the tower facing Kilo.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.3.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

<u>4.4.3.3.</u> <u>Antenna Waveguide</u>

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. The Selected Vendor shall furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.3.4. Radio Equipment

Remove the one Alcatel MDR8000 radio facing Kilo.

4.4.3.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.3.6. Radio Power Distribution

Do NOT remove the power distribution system from the top of the rack.

4.4.4. Site Delta

The scope of work for this site includes:

<u>4.4.4.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter Andrew antenna located at 9.6m AGL with an azimuth of 21.4 degrees on the NNE (A) leg of the tower facing Echo.

Remove and salvage the six-foot diameter Andrew antenna located at 10m AGL with an azimuth of 282.2 degrees on the SSW (C) leg of the tower facing Foxtrot.

Remove the 28-inch diameter antenna located at 7.0m AGL with an azimuth of 290 degrees on the SSW (C) leg of the tower facing Foxtrot.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.4.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.4.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.4.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing Echo and Foxtrot. Remove the two Motorola Canopy radios.

4.4.4.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.4.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.5. Site Echo

The scope of work for this site includes:

<u>4.4.5.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter Andrew antenna located at 18.3m AGL with and azimuth of 16.9 degrees on the NNE (A) leg of the tower facing Alpha.

The Selected Vendor shall remove and salvage the six-foot diameter Commscope antenna located at 21.3m AGL with an azimuth of 201.4 degrees on the SSW (C) leg of the tower facing Delta.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Selected vendor shall salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.5.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.5.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.5.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing PGG and Wilkinson 1. Remove the two Motorola Canopy radios.

<u>4.4.5.5.</u> <u>Combiner and Filter Assemblies and Peripherals</u>

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, UMRDD dehydrator air lines, and other peripherals. Do Not remove the waveguide dehydrator.

4.4.5.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.6. Site Foxtrot

The scope of work for this site includes:

<u>4.4.6.1.</u> <u>Antenna(s)</u>

Remove and salvage the three-foot diameter RFS antenna located on the roof with and azimuth of 103.8 degrees facing Mike.

Remove and salvage the six-foot diameter Andrew antenna located on the roof with an azimuth of 102.2 degrees facing Delta.

Remove and salvage the 28-inch diameter antenna located on the north end of the roof with an azimuth of ~104 degrees facing Delta.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.6.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.6.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.6.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing Delta and Mike. Remove the one Motorola Canopy radio.

<u>4.4.6.5.</u> <u>Combiner and Filter Assemblies and Peripherals</u>

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.6.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.7. Site Golf

The scope of work for this site includes:

<u>4.4.7.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter Andrew antennas located at 39.6m and 52.1m AGL with and azimuth of 16.1 degrees on the North (A) leg of the tower facing Hotel.

Remove and salvage the six-foot diameter RFS antenna located at 30.5m AGL with an azimuth of 119.8 degrees on the SSE (B) leg of the tower facing Mike.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion.

Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.7.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.7.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

<u>4.4.7.4.</u> <u>Radio Equipment</u>

Remove the two Alcatel MDR8000 radios – Hotel and Mike. Remove the two Motorola Canopy radios.

<u>4.4.7.5.</u> Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

<u>4.4.7.6.</u> <u>Radio Power Distribution</u>

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.8. Site Hotel

The scope of work for this site includes:

<u>4.4.8.1.</u> <u>Antenna(s)</u>

Remove and salvage the two six-foot diameter diversity antennas located at 27.4m and 36.6m AGL with an azimuth of 62.3 degrees on the NNE (A) leg of the tower facing Bravo.

Remove and salvage the two six-foot diameter diversity antennas located at 39.6m and 52.1m AGL with an azimuth of 196.2 degrees on the South (B) leg of the tower facing Golf.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.8.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.8.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.8.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing Bravo and Golf. Remove the two Motorola Canopy radios.

4.4.8.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.8.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.9. Site Indigo

The scope of work for this site includes:

<u>4.4.9.1.</u> <u>Antenna(s)</u>

Remove and salvage the eight-foot diameter RFS Cablewave antenna located at 12.2m AGL with and azimuth of 295.3 degrees on the tower facing November.

Remove and salvage the six-foot diameter RFS Cablewave antenna located at 9.1m AGL with an azimuth of 296.4 degrees on the tower facing Lima.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.9.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.9.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.9.4. Radio Equipment

Remove the Alcatel two MDR8000 radios – facing Lima and November. Remove the two Motorola Canopy radios.

<u>4.4.9.5.</u> <u>Combiner and Filter Assemblies and Peripherals</u>

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.9.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cabling to the site power system.

4.4.10. Site Juliet

The scope of work for this site includes:

<u>4.4.10.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter antenna located at 18.3m AGL with and azimuth of 63.3 degrees on the guyed tower facing Kilo.

Remove and salvage the eight-foot diameter antenna located at 24.4m AGL with an azimuth of 317.4 degrees on the guyed tower facing Alpha.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.10.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.10.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.10.4. Radio Equipment

Remove the Alcatel two MDR8000 radios – facing Kilo and Alpha. Remove the two Motorola Canopy radios.

4.4.10.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, UMRDD dehydrator air lines only, and other peripherals. Do Not remove the waveguide dehydrator.

4.4.10.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.11. Site Kilo

The scope of work for this site includes:

<u>4.4.11.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter RFS antenna located at 21.3m AGL with an azimuth of 64.6 degrees on the SSE (B) leg of the tower facing Charlie.

Remove and salvage the six-foot diameter Andrew antenna located at 18.3m AGL with and azimuth of 243.5 degrees on the SSW (C) leg of the tower facing Juliet.

Remove and salvage the six-foot diameter Andrew antenna located at 15.2m AGL with an azimuth of 277.4 degrees on the North (A) leg of the tower facing Lima.

Remove and salvage the two-foot diameter Radiowaves antenna located at 32.6m AGL with an azimuth of 88 degrees on the SSE (B) leg of the tower facing a site not otherwise listed in this document.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.11.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.11.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, conduit, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.11.4. Radio Equipment

Remove the three Alcatel MDR8000 radios – Facing Lima, Juliet, and Charlie. Remove the two Motorola Canopy radios.

4.4.11.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.11.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Do NOT remove the power distribution system from the top of the rack that houses the Charlie facing radio. Remove power cables to the site power system from the power distribution system on the top of the Lima/Juliet facing rack.

4.4.12. Site Lima

The scope of work for this site includes:

<u>4.4.12.1.</u> <u>Antenna(s)</u>

Remove and salvage the eight-foot diameter Comsat antenna located at 15.2m AGL with and azimuth of 116.3 degrees on the East (B) leg of the tower facing Indigo.

Remove and salvage the six-foot diameter Commscope antenna located at 21.3m AGL with an azimuth of 97.4 degrees on the East (B) leg of the tower facing Kilo.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.12.2. <u>Peripheral Antenna Hardware</u>

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.12.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

<u>4.4.12.4.</u> Radio Equipment

Remove the two Alcatel MDR8000 radios facing Kilo and Indigo. Remove the two Motorola Canopy radios.

<u>4.4.12.5.</u> <u>Combiner and Filter Assemblies and Peripherals</u>

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.12.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.13. Site Mike

The scope of work for this site includes:

<u>4.4.13.1.</u> <u>Antenna(s)</u>

Remove and salvage the three-foot diameter antenna located at 6.1m AGL with and azimuth of 283.8 degrees on the SSW (D) leg of the tower facing Foxtrot.

Remove and salvage the six-foot diameter RFS antenna located at 6.1m AGL with an azimuth of 300.0 degrees on the NNW (A) leg of the tower facing Golf.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.13.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.13.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.13.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing Foxtrot and Golf.

4.4.13.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.13.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.14. Site November

The scope of work for this site includes:

<u>4.4.14.1.</u> <u>Antenna(s)</u>

Remove and salvage the six-foot diameter Andrew antenna located at 9.1m AGL with an azimuth of 322.7 degrees on the guyed tower facing Bravo.

Remove and salvage the six-foot diameter RFS antenna located at 45.7m AGL with an azimuth of 115.0 degrees on the guyed tower facing Indigo.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion.

Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.14.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.14.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

4.4.14.4. Radio Equipment

Remove the two Alcatel MDR8000 radios – facing Indigo and Bravo. Remove the two Motorola Canopy radios.

4.4.14.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, Canopy associated switch, DC power supply, PoE, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.14.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.4.15. Site Oscar

The scope of work for this site includes:

<u>4.4.15.1.</u> <u>Antenna(s)</u>

Remove and salvage the three-foot diameter RFS antenna located at 10.6m AGL with an azimuth of 358.5 degrees on the south end of the building facing Bravo.

Remove the feedhorn assembly and transport both the feedhorn assembly and the antenna to the Selected vendor's storage facility for future resale or disposal at the Selected Vendor's discretion. Salvage any rectangular flanged waveguide connectors and store them for future resale or disposal at the Selected Vendor's discretion.

4.4.15.2. Peripheral Antenna Hardware

Remove and responsibly dispose of the antenna mounts, antenna mount brackets, and any brackets installed to secure struts (tie backs) associated with the removed antennas.

4.4.15.3. Antenna Waveguide

Remove and responsibly recycle all waveguide runs associated with the removed antennas, including all clips, threaded rod, cushioned hangars, and related hardware. Remove the waveguide up to and

through the shelter entrance all the way to the RF combiner or radio interface. Furnish and install permanently secured industry standard covers to weather seal the waveguide entry ports used by UMRDD.

<u>4.4.15.4.</u> Radio Equipment

Remove the one Alcatel MDR8000 radio.

4.4.15.5. Combiner and Filter Assemblies and Peripherals

Remove the combiner, filter, RDI, waveguide dehydrator, dehydrator air lines, and other peripherals.

4.4.15.6. Radio Power Distribution

Remove the power distribution system from the top of the rack. Remove power cables to the site power system.

4.5. Schedule Requirements

All equipment shall be removed, and all on-site work at the sites shall be completed, within 180 calendar days from the date of the issuance of a Notice to Proceed (NTP) by UMRDD to the Selected Vendor. Receipt of a valid Purchase Order from UMRDD to the Selected Vendor shall be deemed to be equivalent to issuance of NTP with regards to the purchase described herein.

No work shall be undertaken by the Selected Vendor prior to the commencement date specified on the Notice to Proceed. UMRDD is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Selected Vendor prior to the official starting date.

4.6. Documentation Requirements

The Selected Vendor shall provide to UMRDD a full inventory of all equipment removed from all sites. This shall include:

- For items that have such markings (e.g., radios, dishes, filters), the serial number, model number, manufacturer of the equipment
- For items without such markings (e.g., waveguide), the length and type of the equipment
- The date of the equipment's removal
- The site from which the equipment was removed
- The name of the technician that removed the equipment
- Any notes regarding the conditions of the equipment that might affect its disposal, recycle, or sale

This information shall be provided on a weekly basis for any and all equipment removed in that week.

The Selected Vendor shall provide in writing any notes about any touch up paint applied to the tower as well as any observations about the condition of the tower, shelter, or other site equipment the vendor feels may be of interest to the UMRDD.

The Selected Vendor shall provide prior to the start of any week in which removals are to occur an email to the UMRDD that summarizes their installation plan for that week. This is to include, at a minimum, a listing of the sites at which they will work each day of that week.

4.7. Materials to be Supplied by Vendor

The Selected Vendor shall be required to provide all tools and all single-use materials required to complete the removals. Other than supporting access to the sites, UMRDD shall not provide any services or materials for the completion of this project.

4.8. Required Qualifications, Licenses, and Experience

4.8.1. Requirements of Proposers

Proposers shall ensure that all of the work done shall be done by qualified and experienced personnel that are employees of the Proposer or the Proposer's subcontractor.

Proposers shall have been in the business of tower and/or antenna maintenance and/or radio installation work within the States of Oregon or Washington working on government and commercial radio station facilities operating licensed microwave radio facilities for at least the past three (3) years.

Proposers shall possess at the time of bid submittal and maintain throughout the work period a valid State of Oregon construction contractor's license.

Proposers shall ensure that all employees are familiar with the hazards associated with exposure to radio-frequency (RF) radiation and the precautions that must be taken when working in a "controlled" RF environment as described in FCC Rules, Part 1, section 1.310, as the same exists or may be amended from time to time.

Proposers shall submit, as part of their proposal, a list of at least three (3) references from for similar or comparable work whom UMRDD may contact to obtain information on the Proposer's job performance, with at least one reference relating to work done within the State of Oregon. References should be for work completed after January 1, 2015. Provide names, titles, organizations, telephone numbers, email and postal addresses for those references.

4.8.2. General Requirements of the Selected Vendor

The Selected Vendor shall, at its own cost, be trained, certified, and permitted to conduct the work required by this RFP.

The Selected Vendor and all employees working on site shall comply with all applicable health and safety regulations including, but not limited to, rules and regulations of the UMRDD, the federal Occupational Safety and Health Administration (OSHA) and the State of Oregon OSHA.

The Selected Vendor and all employees shall comply at all times with standards regarding work activities on, in, and around towers and in areas of radio transmission facility including, but not limited to, OSHA General Industry Standard 29 CFR 1910.268 sub-sections (g)(1), (n)(8), and (p).

4.8.3. Insurance Requirements of the Selected Vendor

The Selected Vendor shall maintain insurance acceptable to UMRDD in full force and effect throughout the term of this contract. The policy or policies of insurance shall provide the following minimum limit(s) and coverage(s):

Coverage Limits

- Commercial General Liability: Minimum bodily injury and broad form (occurrence form) property damage combined single limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate
- Workers Compensation: Minimum coverage as required by Oregon law.
- Automobile Insurance: Minimum coverage of \$1,000,000 per accident

Automobile Insurance Clauses

Each insurance policy required by this contract shall contain the following clauses:

"This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given both to the UMRDD, 4700 NW Pioneer Place, Pendleton, OR, 97801."

For Commercial General Liability coverage, "The Umatilla Morrow Radio and Data District is added as an additional insured as respects to operations performed for the Umatilla Morrow Radio and Data District."

"It is agreed that any insurance maintained by the Umatilla Morrow Radio and Data District will apply in excess of, and not contribute with, insurance provided by this policy."

The Selected Vendor shall maintain the minimum insurance required in full compliance with the Oregon Insurance Code throughout the entire term of the contract, including extensions. The policy or policies of insurance maintained by the Selected Vendor shall provide the limits and coverages specified herein.

The Selected Vendor shall deposit with the UMRDD on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the UMRDD that the insurance provisions of this solicitation and the contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the UMRDD during the entire term of the contract. Upon request by the UMRDD, the Selected Vendor shall furnish a copy of the policy or policies.

Failure of the Selected Vendor to provide and keep in force such insurance shall be regarded as material default under the contract, entitling UMRDD to exercise any or all of the remedies provided in the contract for a default of the Selected Vendor.

The procuring of such required policy or policies of insurance shall not be construed to limit the Selected Vendor's liability or to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, the Selected Vendor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.

5. PROPOSAL REQUIREMENTS

5.1. General Requirements

Proposals should follow the format and reference the sections listed in the Proposal Content and Format included in Section 5.7 below. Proposals must address all RFP requirements.

SUBMISSION INSTRUCTIONS

On or before the "Proposals Due" date and time listed in Section 3.0, each Proposer shall submit one original paper copy of the Proposal bearing the signature of the Proposer's authorized representative, three (3) printed paper copies, and one electronic medium (such as thumb drive or CD) containing a full electronic version of Proposal, to the SPC at the address listed on the cover page of this RFP.

Proposals shall not contain extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal.

If a Proposer's proposal includes proprietary material they wish to redact from public viewing, the Proposer shall submit the redacted version of the proposal in electronic form on a separate thumb drive or CD that is clearly labeled "Redacted." See Section 5.3 below, for additional information.

Both written and electronic versions of the Proposal shall be hand-delivered or mailed in a single sealed envelope, package, or box, with the Proposer's name and the RFP number clearly visible on the outside of the package.

Proposals will be accepted (up to the closing date and time) during the District's regular business hours, Monday – Friday from 8:00 am to 5:00 pm Pacific Time, except during District holidays and other times when the District is closed.

It is sole responsibility of the Proposer to submit their Proposal before the closing hour and date. Late proposals will not be considered and will be returned unopened to the sender.

All proposals must be valid for a period of 120 days after opening.

5.2. Opening of Proposals

Proposals will be publicly opened in the District office, reviewed, and recorded immediately following the submission deadline. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued in accordance with OAR 125-247-0630. However, the District will record and make available the identity of all Proposers after Opening.

5.3. Public Records/Confidential or Proprietary Information

All Proposals are a public record and are subject to public inspection or disclosure after District issues the Notice of the Intent to Award.

For any public records request received in Oregon, if a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall

complete and submit the Affidavit of Trade Secret (Attachment A) or other affidavit of facts relevant to the claimed exemption with its Proposal along with a fully redacted version of its Proposal. UMRDD shall take all reasonable steps to prevent disclosure of proprietary information, but cannot guarantee that such information will not be disclosed if required by law.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the Proposal, in whole, as exempt from disclosure is not acceptable under the Oregon Public Records Act. District advises each Proposer to consult with its own legal counsel regarding disclosure issues.

IF PROPOSER BELIEVES THAT ANY INFORMATION INCLUDED IN ITS PROPOSAL IS EXEMPT FROM DISCLOSURE PURSUANT TO OREGON PUBLIC RECORDS LAW AND PROPOSER FAILS TO IDENTIFY THE INFORMATION IN THE PROPOSAL THAT PROPOSER CLAIMS IS EXEMPT FROM DISCLOSURE UNDER STATE LAW, PROPOSER HAS WAIVED ANY FUTURE CLAIM OF THAT THE INFORMATION IS EXEMPT FROM DISCLOSURE..

5.4. Authorized Representative

A representative authorized to bind Proposer shall sign the Proposal. Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by District.

5.5. Proposal Rejection

District may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with District representatives such as District employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposal is conditioned on District's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

5.6. Solicitation Protests

5.6.1. Protests to RFP

Any Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the included Terms. This is Proposer's only opportunity to protest the provisions and terms of the RFP, except that Proposer may protest Addenda which will be made a part of this RFP as set forth in the Addendum.

5.6.2. Protests to Addenda

Any Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, shall be submitted by the date/time specified in the respective Addendum, or within three (3) days of the issuance of the Addendum if no date is specified, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

5.6.3. Protests Shall

- Be delivered to the SPC via email or hard copy
- Reference the RFP number
- Identify Proposer's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
 - The grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
 - $_{\circ}$ Evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought

Protests to the RFP shall be received by the due date and time identified in the Schedule.

Protests to Addenda shall be received by the due date identified in the respective Addendum.

5.6.4. Protest Response

District will respond in a timely manner to all protests submitted by the due date and time listed in the Schedule. Protests that are not received in time or do not include the required information may not be considered.

5.7. Proposal Contents and Format

- 1. <u>Overview of Firm</u>: Describe the Proposer's history, corporate structure, and level of experience in providing services like those being proposed.
- 2. <u>Prior Experience and List of References</u>: Submit a list of at least three (3) references from as provided in section 4.8.1 of this RFP.
- 3. <u>Understanding of and Compliance to Scope of Work</u>: Include a statement that the Proposer has read the Scope of Work in Section 4 (including all subsections) of this RFP and that the Proposer understands all requirements and will comply with them. Exceptions or clarifications to any requirement of Section 4 must be stated in this section of the response by referencing the specific requirement and describing how the work to be performed will differ from that requirement. Include in this section any additional assumptions regarding how, when, or where the Proposer will conduct their work that are not addressed in Section 4. If no exception or clarification is made, the

District will assume all work will be completed exactly per the requirements of Section 4.

- 4. <u>A scanned copy of the Proposer's current State of Oregon contractor's license.</u>
- 5. <u>A Statement of Expected Schedule</u>: Include a statement of the initial/expected schedule for all work required to complete this project.
- 6. <u>Completed Proposal Pricing Form</u>: Provide one lump-sum, not-to-exceed total cost for all labor, travel, expenses, tools, coordination, and other services and materials required to complete this project per the requirements of Section 4of this RFP. Proposers may include a credit to the UMRDD for the benefit collected from the sale, trade, or other proceed-generating action they take with the removed equipment. The total price to the UMRDD shall be the difference between the cost and the credit. Proposers shall complete all three lines of the following Proposal Pricing Form and shall note that the amount of Line 2 shall be a credit to the UMRDD.

| Proposal Pricing Form | | | | |
|-----------------------|--|--------------------|--|--|
| Line # | Description | Proposer Quotation | | |
| 1 | Lump-sum cost to the UMRDD for all services, personnel, | \$ | | |
| | and equipment to complete the entire Scope of Work as | | | |
| | described in Section 4 of this RFP | | | |
| 2 | Credit to the UMRDD for Proposer's sale, trade, or other | \$ | | |
| | proceed-generating benefit recognized from equipment | | | |
| | removed from UMRDD locations as described in Section 4 | | | |
| | of this RFP | | | |
| 3 | Net Total Price to UMRDD | \$ | | |
| | (Subtract amount of Credit from Line 2 from amount of | | | |
| | Cost of Line 1) | | | |

5.8. Other Proposal Requirements

If requirements in any part of this RFP are stated in more than one section and appear to differ, the more stringent requirement shall apply. If requirements appear to conflict it is the Proposer's responsibility to bring these items to the attention of the District prior to the closing of the question period. Otherwise, the District shall retain the right to enforce the requirements in the manner deemed most beneficial to the District.

5.9 Reservation of Rights.

Pursuant to ORS 279B.100, the District reserves the right to reject any or all proposals, in whole or in part, or to reject all proposals and cancel this solicitation, or to delay or suspend this solicitation, when the rejection, cancellation, or delay is, in the District's sole discretion, in the best interests of the District.

ATTACHMENT A – AFFIDAVIT OF TRADE SECRET

_____(Affiant), being first duly sworn under oath, and representing [insert Applicant Name](hereafter "Applicant"), hereby deposes and swears or affirms under penalty of perjury that:

- 1. I am an employee of the Applicant, I have knowledge of the Request for Applications referenced herein, and I have full authority from the Applicant to submit this affidavit and accept the responsibilities stated herein.
- 2. I am aware that the Applicant has submitted an Application, dated on or about [insert date] (the "Application"), to the State of Oregon (State) in response to Request for Applications [insert number], for [insert brief description of the grant funded activities sought in the RFA] and I am familiar with the contents of the RFA and Application.
- 3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Application is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
- 4. I have reviewed the information contained in the Application. The Applicant believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Applicant's organization and that is used in a business the Applicant conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Applicant that are reasonable under the circumstances to maintain its secrecy.
- 5. Alternatively, I have reviewed the information contained in the Application and it is not a Trade Section but is exempt from required disclosure under the Oregon Public Records Law as [insert description of information and other exemption relied upon].
- 6. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

| Affiant's Signature | | |
|----------------------------------|-----------|-------------------|
| State of) | | |
|) ss: | | |
| County of) | | |
| Signed and sworn to before me on | (date) by | (Affiant's name). |
| Notary Public for the State of | | |
| My Commission Expires: | | |