



REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

**Economic Development Administration
(EDA) Paso Robles Fiber Optic Network
Cable Replacement and Installation
Project**

City of Paso Robles, California

City Project No. DPW 21-23

**RFP Issuance date:
December 1, 2021**

**Issuing Entity: City of Paso Robles
Public Works Department
1000 Spring Street
Paso Robles, CA 93446**

**Proposals Due: 2:30 PM
Thursday, January 20, 2022**

Note: City Hall is open from 10AM to 12PM & 1PM to 3PM

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(EDA) Paso Robles Fiber Optic Network
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City of Paso Robles, California

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The City of Paso Robles is inviting qualified firms to submit proposals to provide Professional Services for the **design of a City fiber optic network system, in accordance with an Economic Development Administration (EDA) Grant received.**

This Request for Proposal is posted on the City's website at:

<https://www.prcity.com/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=> as well as, CIP List.com

Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the City. Any addenda will be posted to the City's website, as well as at www.ciplist.com Prospective proposers must check these websites for addenda or other relevant new information during the response period. The City is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD or USB drive) of your Proposal on **Thursday, January 20, 2022 by 2:30 PM** to:

City of Paso Robles
Attn: Ditas Esperanza
Public Works Department
1000 Spring Street
Paso Robles, CA 93446

Ditas Esperanza, P.E.
Capital Projects Engineer

Note: City Hall is open from 10 AM to 12 PM and 1 PM to 3 PM

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1. Preliminary Engineering Report
2. Grant Submission Document
3. Figures 1, 2, and 3
4. EDA Grant and Award Conditions
5. City’s Master Professional Services Agreement

I. INTRODUCTION

Project Background

The Paso Fiber Connect Project will provide broadband connectivity along a number of major corridors and within key commercial zones in the City of Paso Robles. The project will create innovation by delivering affordable and reliable high-speed internet to industrial, manufacturing and tech companies as well as residents in the opportunity zone. This project is considered “Phase I” of a multi-phased project.

Phase I, for which the City seeks EDA grant funding, has two components: 1. Involves the installation of new fiber-optic cable that will capitalize on the City’s investment in conduit infrastructure deployment over the last five years; and 2. Involves the installation of new fiberoptic cable in conduit in locations where conduit does not currently exist, providing broadband access for many of the City’s major industrial centers. Areas to be connected include the City’s Uptown, Downtown, Gateway, Commerce, Union, and Wisteria commercial zones. Phase I will also connect the network to an internet point of presence in Paso Robles’s Downtown, effectively bringing options for wholesale broadband for businesses and for the City itself to connect its facilities. A future “Phase II” will connect additional commercial locations in the City including the Erskine and Airport commercial areas, as well as creating a redundant backbone.

Connecting these networks will provide a regional high-speed broadband system with the following advantages:

- It will provide access to a large unrestricted network for public, private, government, and education organizations to support collaboration and foster technology transfer and job creation.
- It will be a new source for high-speed and low-cost broadband access to support existing businesses and attract new jobs to the region.
- It will support the implementation of advanced technologies and enable the creation and expansion of technology companies and employment within the corridor.

For Phase I, the portion for which the City received EDA funding, Paso Robles is proposing to construct 11,409 feet of new fiber optic cable in the City’s existing underground conduit and to construct an additional 52,039 feet of new fiber-optic cable in new 2” underground conduit. The fiber conduit and cable will be installed in a trench with 36” minimum depth.

The Paso Fiber Connect Phase I project components include the following materials:

- 288-count fiber-optic cables (63,448 ft.)
- Two 2” underground conduits (52,039 ft.)
- 106 Underground handholes (vaults) for interconnection of fibers (placed every 600 feet, in front of locations)
- 178 splice trays
- 15 splice cases
- Marker posts (106 marker posts, 27 with test stations)

- 4 fiber panels (loaded)

Labor involved with the Paso Fiber Connect Phase I project includes the following:

- Design engineering of the network and permitting
- Proofing 11,409 feet of the existing conduit
- Trenching, boring and installation of new conduit and fiber
- Installation of handholes, cabinets, NAPs
- Splicing of cable fibers
- Testing of network

II. QUALIFICATIONS

The City of Paso Robles Department of Public Works seeks a qualified, engineering, and environmental team to provide the necessary plans, specifications, and estimates (PS&E), in accordance with the Grant Administrator's requirements for a bid ready construction package.

III. SCOPE OF WORK

Consultant to submit a scope of work and tasks envisioned to meet the City's goal. In addition, as noted in the Specific Award Conditions form EDA, the City will require assistance to comply with the following specific tasks:

- Item 17: Assist in documentation that all work is within the public right-of-way
- Item 21: Potential U.S. Army Corps of Engineers (UACE) permitting
- Item 24: State and Tribal Historic Preservation Officer (SHPO/THPO) clearance
- Item 25: Tribal monitor

Finally, the City will need assistance in obtaining a Caltrans Encroachment Permit for boring portion under Highway 46 West and Highway 46 East.

General Conditions and Requirements

1. The Consultant shall carry out the instructions as received from the City Project Manager and shall cooperate with Federal, City, State, and any other agencies working on the project.
2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this contract. In those instances, where the Consultant believes a better solution to the problem is possible, the Consultant shall promptly notify the City of these concerns, together with the reasons, therefore.
3. The Consultant has total responsibility for the accuracy and completeness of all data, plans, and field results prepared for this project and shall check all such material accordingly. While the City may review such data, plans, and details for quality, completeness and conformity with City Design Standards, Caltrans Design Standards, the California Environmental Quality Act (CEQA), the responsibility for accuracy and completeness of such items remains solely that of the Consultant.
4. The reports, and other documents furnished under this Scope of Work shall be of a quality acceptable to the City Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, technically, and grammatically correct, checked, and having the preparer and checker

identified.

5. To ensure understanding of contract objectives, meetings between City and the Consultant will be held monthly or as often as deemed necessary by the City Project Manager. All work objectives, the Consultant's work schedule, the terms of the contract, and any other related issues will be discussed, and any issues or problems resolved.
6. The Consultant may establish direct contact with governmental regulatory and resource agencies and others for the purpose of obtaining information, expertise, and assistance in developing baseline data and resource inventories. The Consultant shall maintain a record of all such contacts and shall transmit copies of those records to the City on a regular basis.
7. The City will retain responsibility for all final consultation, both informal and formal, with State agencies regarding project mitigation and compensation proposals.
8. The Consultant shall comply with OSHA regulations regarding safety equipment and procedures, and safety instruction issued by the City.
9. Where the Consultant is required to prepare and submit studies, reports, plans, etc., to the City as required by this Scope of Work, these shall be submitted in draft as scheduled and the opportunity provided for the City to direct revisions, prior to final submission.
10. As required by the EDA, the procurement and contract will be executed in accordance with the procurement standards set forth in 2 CFR 200, and according to the EDA publication, "Summary of EDA Construction Standards."
11. The Consultant shall comply with EDA regulations and will work with representative of the City and EDA to ensure acceptance of engineering documents. The City will include the federal contractor provisions outlined in Appendix II of 2 CFR 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards – into the contract with the selected Consultant.
12. The City may use standards and guidelines developed by such professional organization American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA), when deemed necessary.

Federal Regulations

- **Lobbying.** Lobbying is prohibited in the selection process and contract awards including but not limited to requests for qualifications, bids, proposals, or purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest being resolved, or the competitive selection process being otherwise concluded. The prospective Proposer may contact the City as specified in this RFP, to address situations such as clarifications relating to the procurement process or protest. No fund received pursuant to the Contract may be expended for lobbying.
- **Non-Collusion.** Proposer certifies it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a RFP; that this RFP has been independently arrived at without collusion with any other Proposer, competitor, or potential competitor; that this RFP has not been knowingly disclosed prior to the due date to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

- **Debarment and Suspension.** Proposer acknowledges it has not been suspended, debarred, declared ineligible, or voluntarily excluded from eligibility by any State or Federal department or agency. Proposer acknowledges that its Certificate of Qualifications has not been suspended, revoked, denied, or have further been determined by any State or Federal department or agency to be a non-responsible contractor. The City will check the System for Award Management (SAM) and verify that the Consultant/Proposer does not appear on the Excluded Parties List.
- **Conflict of Interest.** Any vendor or person considering doing business with a local government entity must disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Consultant's proposal.
- **Civil Rights.** The Consultant agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d et seq., the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

Tentative Project Design Schedule

Consultant to provide a Tentative Project Schedule, assuming a Notice to Proceed of April 4, 2022.

IV. PROPOSAL SUBMITTAL PROCESS

General Information

1. Proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD or USB drive) must be received by mail, recognized carrier, or hand delivered no later than **2:30 PM on Thursday, January 20, 2022**. Late Proposals will not be considered and will be returned, unopened.
2. Proposal shall be addressed to:
City of Paso Robles

Attn: Ditas Esperanza
Public Works Department
1000 Spring Street
Paso Robles, CA 93446

Proposal shall consist of two (2) sealed envelopes, each clearly labeled:

(Proposer's Name)

PROPOSAL:

PROFESSIONAL SERVICES

Economic Development Administration (EDA)

Paso Robles Fiber Optic Network Cable

Replacement and Installation Project

City Project No. DPW 21-23

(Proposer's Name)

COST PROPOSAL:

PROFESSIONAL SERVICES

Economic Development Administration (EDA)

Paso Robles Fiber Optic Network Cable

Replacement and Installation Project

City Project No. DPW 21-23

3. All costs incurred in the preparation and submission of this Proposal and related documentation will be borne by the proposer.
4. It is preferred that all Proposals be submitted on recycled paper, printed on two sides.
5. This Request for Proposal does not constitute an offer of employment or to contract for services.
6. The City reserves the option to accept or reject any or all Proposals. The issuance of this RFP does not constitute an agreement by the City that any subsequent selection processes will occur, or that any contract will be entered into by the City.
7. The City reserves the right to amend the RFP by addendum. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to an RFP addendum
8. All documents submitted to the City in response to this Request for Proposal will become the exclusive property of the City and may be returned to the proposer or kept by the City, in the City's sole discretion.
9. All Proposals shall remain firm for 120 days.
10. The City reserves the right to award the contract to the firm who presents the Proposal which in the judgment of the City, best accomplishes the desired results
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a consultant's Proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the City during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in RFP Attachment

A - SAMPLE City of Paso Robles Consultant Agreement. The sample contract is for reference to the anticipated terms and conditions governing the City and the successful proposer. The proposer must take exception in their Proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The City reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL, IT IS ADVISED THAT CONSULTANTS READ THE CITY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that the City’s insurance requirements have been met.

13. The proposals received shall become the property of the City of Paso Robles and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer at business or trade secrets, as that term is defined in California Government Code, Section 6254.7 and are reasonably marked as “Trade Secrets”, confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed as non-responsive.

Proposal Schedule

Proposal/Award Phase:

RFP Issued.....	12/01/2021
Proposal Due.....	01/20/2022
Proposal Evaluation Ends.....	02/04/2022
Interviews with 2-3 most qualified consultants (virtual) if needed	week of 02/14/2022
Contract Negotiation with highest ranked consultant	week of 02/21/2022
City Council Awards Contract.....	03/15/2022
Notice to Proceed Issued	04/04/2022

City Responsibilities

In general, the City will be responsible for the following items:

1. Providing copies of available plans, reports, and existing documentation on file in the Public Works Department for consultant’s reference.
2. Designating a staff person as a contact for the project.
3. Acting as a liaison with the appropriate decision-making bodies (City Council/Caltrans).

Insurance Requirements

The consultant shall obtain, at his own cost, an insurance policy meeting City requirement as follows:

1. Workers’ compensation insurance and that the policy shall not be canceled except upon thirty (30) days prior written notice to City. Consultant shall provide written notification to City for any cancellation or reduction of coverage within thirty (30) days of such cancellation or reduction.
2. Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project consultant performs for the City. Such insurance

shall (a) name the City of Paso Robles, its officers, agents, representatives, volunteers, and employees as additional insureds; (b) be primary with respect to insurance or self-insurance programs maintained by the City; and, (c) contain standard separation of insureds provisions; and, (d) give to City prompt and timely notice of claim made or suit instituted arising out of consultant's operations hereunder.

3. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
4. Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.

Consultant shall (a) furnish properly executed certificates of insurance and additional insured endorsements to the Director prior to commencement of work under this Agreement, which shall clearly evidence all coverages required above and provide that such insurance shall not be materially changed or terminated except on thirty (30) days prior written notice to City; (b) maintain such insurance from the time work first commences until completion of the work under this Agreement; and, (c) replace such certificates for policies expiring prior to completion of work under this Agreement.

If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

Inquiries and Responses

All technical questions pertaining to this Request for Proposal shall be submitted in writing to the City's Project Manager, Ditas Esperanza, P.E., Ditas@prcity.com.

Labor Compliance for Design Phase Field Work

1. Prevailing Wage Rates:

Pursuant to Labor Code section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for the public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination. The wage rates specified by the Director of Industrial Relations are available online at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

2. Certified Payroll Reports:

Once field work commences, the consultant/subconsultant shall submit to the City either Certified Payroll Reports (CPR) or Statements of Non-Performance each week. When field work has been completed, the last CPR shall be marked FINAL, and no further reports will be required.

3. Public Works Contractor Registration:

Consultant/subconsultant performing design phase field work for which prevailing wage rate requirements apply must be registered with the State of California Department of Industrial Relations as a Public Works Contractor. Proof of registration must be submitted to the City prior to commencing work. Register with the Department of Industrial Relations online at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

V. PROPOSAL FORMAT AND ORGANIZATION

To respond to the Request for Proposal (RFP), submit four (4) hard copies and one (1) electronic copy (on CD or USB drive) of your Proposal on or before the submission deadline. The Proposal may not exceed 10 double-sided pages, exclusive of charts, graphics, required forms, appendix, resumes, and sample PS&E package. The Proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments, and statements contained in the RFP. The RFP must contain the following information and documents:

1. A cover letter summarizing the key points of the statement (2 pages maximum).
2. Description of Firm – A description of the firm’s organizational structure, the jurisdiction in which the firm is organized, and date of such organization. In addition, provide a brief description of projects of similar nature to those described in this RFP as well as projects/clients where consultant has performed as an extension of staff.
3. Authorized Representative - The name, address, telephone number, facsimile, and e-mail address of the person authorized to represent the firm with respect to all notices, discussions, and other communication relating to this RFP, and to any negotiations relating to the contract.
4. Insurance - Consultant shall provide a statement confirming ability to provide the required insurance as described in this RFP.
5. Staffing – An organizational chart identifying: 1) the project manager for the work, each key person or subconsultant who will be assigned to carry out the work; 2) the role each person will play in performing the work; and 3) a description of the experience and qualifications of such manager and key persons. Resumes should be included for all key individuals and subconsultants as an appendix to the submittal.

6. References – A list of references for the consultant and subconsultants, including the name, address, and telephone number of recent clients (preferably other public agencies), and a listing of the applicable projects. Include a maximum of five (5) project sheets with specific project information, date cost of construction, key project individuals and a dollar value related to consultants’ participation. Identify how much experience the firm and subconsultants have had with public agencies and preparing bid packages for projects funded through the Highway Bridge Program.
7. Scope – A clear concise statement of the firms’ understanding of the nature and the extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services. See Section III, Scope of Work, for minimum expected tasks and deliverables.
8. Critical Path Activities – Consultant is encouraged to identify critical path activities for the project and to discuss innovative ways to expedite such activities.
9. Cost Proposal – In addition to the Proposal, Proposers must submit a Cost Proposal separately in a sealed envelope.

The Cost Proposal must include a detailed not-to-exceed budget for each task shown in the proposed Scope of Work and shall identify staff hours and hourly rates for each team member. It shall include a breakdown of wages, salary-related benefits, overhead, administration, materials, and all other direct costs, profit, and a total “not to exceed” sum for this proposal. The Consultant must provide a firm-fixed fee for the Scope of Work detailed within.

VI. CONSULTANT SELECTION PROCESS

General Information

Selection will be made on the basis of Qualification, using the Evaluation Criteria shown below. Cost Proposals will be submitted in a separate sealed envelope. The Cost Proposal will remain unopened until such time that negotiations take place with the most qualified consultant. All other Cost Proposals will be returned unopened to consultants not selected. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

EVALUATION CRITERIA	Weight
Understanding of Work to be Done	25%
Experience with Similar Kinds of Work	20%
Quality of Staff for Work to be Done	15%
Capability of Developing Innovative or Advanced Techniques	10%
Familiarity with Caltrans Procedures (obtaining an Encroachment Permit)	5%
Familiarity with Environmental Permitting Procedures	10%
Financial Responsibility	5%
Demonstrated Technical Ability	10%
TOTAL:	100%

Selection Committee

A Selection Committee will evaluate Proposals and other submitted documentation based on the criteria below. Firms may be invited to virtual interviews before the Selection Committee. If interviews are required, only the specifically identified project team members, led by the designated project manager, will be asked to appear. Selection Committee will consist of the City of Paso Robles, and the Goodman Corporation assisting the City in the administration of the Grant to EDA.

Cost and Contract Negotiations

Once the final ranking is determined, the City will conduct negotiations with the top-ranking firm to set hourly billing rates and classifications, overhead rates, and other compensation. In addition, consultants will be expected to accept the standard City contract language for engineering consulting services agreements.

Final Selection

Final selection of the consultant will be made based on the Selection Committee's evaluation of proposals, the results of the possible oral interview, and terms of contract language negotiated with the City.