



REQUEST FOR PROPOSALS

To Provide

Fiber Materials

For

TOWN OF VAIL FIBER LOOP CONSTRUCTION

June 27, 2023

Town of Vail
Information Technology Department
Vail, Colorado

REQUEST FOR PROPOSALS

by:

TOWN OF VAIL

IT DEPARTMENT

June 27, 2023

ADVERTISEMENT AND NOTICE OF INVITATION

Additional details and specifications for:

**MATERIALS FOR TOWN OF VAIL FIBER
LOOP CONSTRUCTION PROJECT**

will be available on the Town of Vail ShareFile site. Access to the ShareFile site can be obtained by emailing TJ Johnson at tjohnson@vailgov.com. All responders who download the RFP must register with TJ Johnson at tjohnson@vailgov.com to be added to the consultant’s list and ShareFile system to receive future updates. Failure to do so may result in disqualification. All questions shall be directed to TJ Johnson at the above e-mail address by July 6, 2023 by 4:00 pm.

RESPONSE INFORMATION:

Proposals are due by **12:00 PM** local time..... **July 12, 2023**

Delivered to:

Town of Vail
IT Department
75 S. Frontage Rd. W.
Vail, Colorado 81657
Attn: TJ Johnson
tjohnson@vailgov.com

RFP Questions deadline at **4:00 PM** local time..... **July 6, 2023**

Contract Award (Anticipated)..... **July 18, 2023**

Anticipated Project Start..... **August 2023**

Introduction

This project is being undertaken to install new primary underground conduit and fiber optic cable. An overall drawing of the project is included with the bid documents. The project is located all within the Town of Vail, Eagle County, Colorado. Location map is provided on the construction drawings, available in the ShareFile site. **All work must be completed no later than December 1, 2023.**

Materials Needed

The Town of Vail, Colorado is requesting bids to provide all material necessary for the installation of approximately 23,600 FEET of conduit via directional bore and or vibratory plow, 24 Handholes, installation of approximately 32,000 FEET of fiber optic cable, either blown into new conduit or pulled through existing conduits. Conduit will include FuturePath 7 Cell HDPE installed via directional boring, and Microduct HDPE installed via vibratory plow.

In the event it becomes necessary to revise any part of the bid, addenda will be posted to the Town's website. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.

Bid information:

The bidder shall provide: one (1) electronic copy (Format: PDF) which is required to be submitted by **12:00 PM July 12, 2023** to tjohnson@vailgov.com

- A. Completed and signed Proposal form (included): be sure to list the name of the bidder with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
- B. The Town of Vail reserves the right to take other action before a contract is signed or a purchase order is approved; even after Town Council accepts or approves the bid.
- C. Please fill out entire bid table under the PRODUCT SPECIFICATIONS heading, including price per unit (incl. shipping & handling), total cost (incl. shipping & handling), time to land and lead time on orders.
- D. Applicable Laws: the Ordinances and Charter for the Town and the laws of the State of Colorado concerning competitive bids, quotes, contracts, proposals and purchases will be employed.
- E. Taxes: The Town of Vail is generally exempt from Federal Excise and Colorado Sales Tax. Prices shall not include tax. The Town of Vail is a governmental agency and qualifies for governmental discounts.
- F. If the bidder elects to deviate from the specifications stated, all exceptions or other changes shall be clearly noted and a cut sheet supplied.
- G. Bids may not be withdrawn or changed for a period of ninety (90) days after the official date of opening thereof. This time period may be extended by mutual agreement of the Town and any bidder or bidders.

- H. The bidder shall warrant that all equipment and/or parts furnished in this bid are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the material is delivered. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other expressed or implied warranty shall eliminate the vendor's liability as stated herein.
- I. All bids shall stipulate a guaranteed delivery date.
- J. Bids shall include all charges for delivery, packing, crating, containers, handling etc. No additional charges shall be added to the bid price. Prices bid will be considered as being based on F.O.B. Delivered, freight included to the Town of Vail, Attn: TJ Johnson, 75 S Frontage Rd W, Vail, CO, United States.
- K. Vendor must give a minimum of 24 hours delivery notice. Normal delivery hours are Monday-Friday; 7:30 AM -3PM.
- L. Prices shall be stated in units of quantity specified in the bid document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.

General Information

Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. The Town of Vail reserves the right to shortlist or select one firm from qualified submitters to pursue construction services. The town may reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. The Town of Vail may negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and may be initiated with the second most qualified firm and, likewise, with the remaining firms.

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation will be most advantageous to the Town, price and other factors considered. The Town reserves the right to accept a bid in whole or in part, to award by item or by group, reject any and all bids, waive informalities or defects in bids and accept such bids which is deemed to be in the best interest of the Town of Vail. Any bidder, who is in default to the Town at the time of submittal of the bid, shall have his bid rejected. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the Town, shall be deemed non-responsible and the offer rejected.

In evaluating bids, the Town of Vail shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the Town may conduct such investigations, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidder

to fulfill the contract. The bidders experience with the other users shall be taken into consideration when evaluating responsibility of the vendor.

All bids submitted in response to this invitation shall become the property of the Town and be a matter of public record available for review.

PRODUCT SPECIFICATIONS

General Specifications

Unless otherwise stated by the bidder, the bid shall be considered as being in accordance with the Town's applicable standard specifications, and any special specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town and should not be construed as excluding bids on other types of materials, equipment and/or supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted, described in the bid with a cut sheet attached. The Town reserves the right to determine if the equipment/product being bid is an acceptable alternative. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specification, or any other requirements of this bid, may be considered non-responsive. The Town reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged not to submit anything with their bid that is not specifically requested in this solicitation.

| <u>Description MFG Part # (OR EQUAL)</u> | <u>Total Quantity</u> | <u>Unit s</u> | <u>Price per Unit (U.S. Dollars)</u> | <u>Total Price (U.S. Dollars)</u> | <u>Quantity in Stock</u> | <u>Lead Time on Quantity Not In Stock</u> | <u>Notes/Comments</u> |
|---|---------------------------|-------------------|--|---|------------------------------|---|-----------------------|
| <u>Commscope 810009643/DB B-048-LN-8W-F12NS/15G</u> | <u>35,129.91</u> | <u>Feet</u> | - | - | - | - | - |
| <u>Futurepath, 7 – way, Orange, w/ 7- 12.7mm/10mm MicroDucts, 2 Ripcord, 20 AWG Tracer Wire</u> | <u>19,475</u> | <u>Feet</u> | - | - | - | - | - |
| <u>Direct Bury 10/6 mm Microduct</u> | <u>5,355.6</u> | <u>Feet</u> | - | - | - | - | - |
| <u>CDOT Spec EMT Conduit</u> | <u>81.07</u> | <u>Feet</u> | - | - | - | - | - |
| <u>17" X 30" X 18" POLYMER CONCRETE HANDHOLE W/LID, TIER 22</u> | <u>4</u> | <u>Each</u> | - | - | - | - | - |
| <u>24" X 36" X 30" POLYMER CONCRETE HANDHOLE W/LID, TIER 22</u> | <u>9</u> | <u>Each</u> | - | - | - | - | - |
| <u>30" X 48" X 36" POLYMER CONCRETE HANDHOLE W/LID, TIER 22</u> | <u>11</u> | <u>Each</u> | - | - | - | - | - |
| <u>FOSC 450 A4 DOME CLOSURE, 48CT SINGLE/144CT RIBBON, 4 PORTS, WITH (2) 24CT TRAY</u> | <u>10</u> | <u>Each</u> | - | - | - | - | - |
| <u>19" Rack 48 LC UPC Adapter Panel</u> | <u>3</u> | <u>Each</u> | - | - | - | - | - |
| <u>Wall Mount 12 LC UPC Adapter Panel</u> | <u>3</u> | <u>Each</u> | - | - | - | - | - |
| <u>30 MIL-PE 14 AWG TRACER WIRE, COPPER CLAD STEEL, ORANGE</u> | <u>4,428</u> | <u>Feet</u> | - | - | - | - | - |
| | | | - | - | - | - | - |
| | | | - | - | - | - | - |
| | | | - | - | - | - | - |

PROPOSAL

The undersigned bidder declares that they have carefully read, become familiar with and understands the bid/contract documents and specifications and hereby proposes to fulfill the attached bid. The undersigned deposes and says that as a responsible bidder submitting this bid, its agents, officers, or employees have not directly or indirectly entered into any kind of agreements, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in connection with this proposal for this project.

Certification Regarding Debarment, Suspension and Other Responsibility Matters—Primary Covered Transaction

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the Town of Vail to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statement or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions or entered wording obscure as too its meaning may cause the bid to be declared irregular and may be cause for rejection of the bid. The undersigned further agrees to provide MATERIALS subject to the terms, time schedules, and conditions set forth in the Specification for Bids. The bid includes ALL materials, equipment, transportation, and other costs necessary to provide the requested services.

BIDDER

(please print)

SIGNATURE BIDDER BY _____

TITLE _____

NAME OF COMPANY

ADDRESS

CITY _____

STATE _____

ZIP CODE _____

TELEPHONE _____

EMAIL _____

DATE _____

GUARANTEED DELIVERY DATE _____