

**Request for Proposal**  
**Fiber Optic Network Construction Services**  
**#BD 2020-007**  
for the  
**City of Glenwood Springs**



**Proposal Deadline:** March 17, 2020, 4:00 p.m. local time

For additional information contact:

Ricky Smith, Procurement Manager

City of Glenwood Springs

(970-384-6445)

# FTTP Materials Procurement Request for Proposal

## Overview

The City of Glenwood Springs is a pioneer in providing municipal broadband internet services, having deployed its fiber optic network in 2002. Since then, the broadband network has grown to serve more than 200 locations in Glenwood Springs and currently provides broadband internet, leased fiber, and private network services to key community anchor institutions and businesses. The City has recently approved the deployment of a system wide Fiber to the Premises network. This RFP is focused on the outside plant construction and technical services required for the new FTTP network.

The City has engineered a FTTP network providing service to the residential and commercial districts of the city. This FTTP network is expected to be approximately 130 miles. Both Aerial and underground construction will be required for this network; however, it is predominantly underground and will utilize electrical conduits. The network is primarily made of up 24 fiber distribution cables and 144 fiber feeder cables.

## **The City**

Renowned for its outdoor recreation and beauty, Glenwood Springs, Colo., sits at the confluence of the Roaring Fork and Colorado Rivers. The city is conveniently located at the intersection of Interstate 70 and Highway 82, and serves as a regional center for amenities. This family friendly vacation destination offers residents and visitors a historic downtown, famous geothermal attractions, 4,000 acres of open space and nearly 6 miles of hard surface trails.

The City of Glenwood Springs is a full-service municipality operating under the Council/Manager form of government. Major utilities include electric, water, and sewer.

## Key Facts and Figures

### *Census data*

Data available at <http://www.census.gov/quickfacts/table/PST045215/0830780>

Population (2015 estimate): 9,906

Housing Units: 4,113

Owner-occupied housing rate: 48.4%

Households: 3,966

Persons per household: 2.41

Median household income: \$49,538

Businesses, all firms (2012): 1,920

## Basic Network Planning Assumptions:

Respondents should use the following assumptions when considering their approaches to this RFP:

- The network construction requirements will be as stated in the Construction and Technical Service Bid, see attached;
- Aerial construction will involve strand and lash construction using City owned poles;
- Underground construction
  - o Construction will utilize existing electrical conduits (occupied and spare) in the Glenwood Springs service area
  - o When electric pathways are unavailable, construction will involve the installation of 2IN HDPE conduit(s) placed in utility easements and rights of way;
- The network design has been completed;
- The network architecture is Passive Optical Network (PON) using a distributed split approach;
- The network is split into 37 Service Areas and 11 Cabinet Areas;
- Cabinets connect to the main equipment node via the new feeder network;
- Each service area subtends their serving cabinet via the new feeder network;
- . Firms must prequalify to receive final network designs. Prequalification requirements are listed below:

**PRE-QUALIFICATION:**

In order to receive an award for the Fiber Optic Network Construction Services RFP the Contractor must have successfully met the requirements of pre-qualification as described herein. Bids received from bidders who are not pre-qualified will not be opened. A Contractor must possess adequate tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit. The determination of whether a contractor possesses these criteria is at the sole discretion of the City Manager. **Additional criteria for pre-qualification are as follows and must be delivered to the City’s Procurement Department, First Floor, 101 West 8<sup>th</sup> St., Glenwood Springs, 81601, no later than 5:00 p.m. (local time), March 6, 2020:**

1. Demonstrated record of successful and timely completion of work awarded during the last five years and a minimum of three projects specific to the type of work included in the Scope of Work.
2. Experience shall include aerial and underground fiber construction.
3. Demonstrated ability to bond projects of this size.
4. Attendance of the Mandatory pre-bid meeting

Prequalified firms will receive final network designs for completion of their proposals. Prequalified firms cannot share information the City has deemed as proprietary and/or confidential. Firms must receive written permission from the City prior to sharing any information on network designs.

All assumptions are subject to change without notice – they have simply been provided to proposing firms for planning purposes.

**Instructions to Bidders:**

Definitions

The following definitions apply throughout this RFP

Term / Acronym	Description
General Terms	
Client / Owner	City of Glenwood Springs
System Designer	Uptown Services, LLC is the system designer for this project.
Contractor	The Contractor shall mean the Respondent that is selected to provide the products and services outlined in the scope of this RFP.
FOTP	FOTP shall mean Fiber to the Premises (home or business).
Network Operations Center (NOC)	The NOC shall mean the City of Glenwood Springs City Hall equipment facility.
Proposal	Proposal shall mean the document in accordance with this RFP submitted by the Respondent to the Owner for consideration in selecting and awarding a contract for the Project.
Request	Request shall mean this RFP.
Respondent	The Respondent shall mean the firm that submits a proposal to the Owner for any portion of this Request.

Network Building Blocks	
Network Node	Primary equipment site located in the City Hall building.
Optical Line Terminal (OLT)	A device that resides in FTTP network node. It generates or passes on Ethernet via fiber to an optical network terminal (ONT) in the field.
Feeder Network	Fiber network connecting network nodes to their subtending FDHs.
Fiber Distribution Hub (FDH)	A cabinet that houses the fiber termination panels and splitters, as well as a central point where the distribution fiber ends.
Distribution Network	Fiber network connecting FDHs to their subtending Drop Terminals.
Fiber Distribution Vault / Ped	A vault or pedestal that houses either one or multiple splice points along a fiber optic route.
Drop Vault / Ped	A vault or pedestal that houses at least one Drop Terminal.
Riser	Transition from aerial to underground cable or vice-versa. Protects the fiber attached to the pole during this transition.
Drop Terminal	Fiber terminal that connects subscriber drops to the distribution network. "Terminal" denotes a connectorized approach.
Drop Fiber	Fiber cables that feed from the serving drop terminal to each customer ONT location.
Optical Network Terminal (ONT)	The ONT provides the optical to electrical (O-E) and electrical to optical (E-O) conversion between the fiber and the copper wires that reach homes and offices.

### Changes

This solicitation for proposals may be canceled by the City of Glenwood Springs, and any request for proposals may be rejected in whole or in part for good cause when in the best interests of the City of Glenwood Springs. The City of Glenwood Springs reserves the right to reject any or all request for proposals or accept what is, in its judgment, the best request for proposal. Award shall be made to the responsible offeror whose request for proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposal.

### Responsibility for Costs

The Respondent bears all costs associated with preparing their given proposal for this project. Glenwood Springs will not reimburse any Respondent for costs associated with preparing their proposal.

## **BID SECURITY:**

The amount and type of Bid Security is stated in the Supplemental Conditions. The required security must be in the form of a certified or bank cashier's check made payable to the City, or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required contract Security, whereupon it will be returned. If he fails to execute and deliver the Agreement and furnish the required Contract Security within ten days of the Notice of Award, City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the executed Agreement is delivered by City to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of bid opening.

Proposal Submittals: The following items must be submitted with your proposal:

1. Executive Summary
2. Company Profile
3. Team Qualifications
4. Subcontractor Summary
5. References
6. Prior Projects
7. Approach to Work
8. Work Samples
9. Bid Schedules(s)
10. Work Schedule
11. Exceptions
12. Additional information
13. Bid bond
14. Insurability information
15. Bid Form

**RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Manager, Purchasing Department, City of Glenwood Springs, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado 81601, [bidresponse@cogs.us](mailto:bidresponse@cogs.us), fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Manager at least seven calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

Exceptions: All exception taken to the requirements of this Request for Proposal must be listed on a separate sheet of paper and included with the proposal submissions.

## Schedule

A tentative schedule is provided next (all dates are subject to change without notice).

Task	Start	Finish
RFP response period	2/18/2020	3/17/2020
Response evaluation and selection	3/18/2020	3/25/2020
Negotiate Supplier Contract	3/26/2020	4/1/2020
Network construction	5/15/2020	12/31/2020

**BID FORM**

FOR: \_\_\_\_\_

(Project Name)

TO: \_\_\_\_\_

(Owner)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City)

(State)

(Zip)

GENTLEMEN:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_

(Corporation, Partnership or Individual)

\_\_\_\_\_, organized and/or doing business under the laws of the State of \_\_\_\_\_, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by \_\_\_\_\_, for the sum as stated in the totals for the items proposed, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 30 consecutive calendar days thereafter.

The undersigned Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

The undersigned Bidder hereby acknowledges receipt of any and all of the following Addenda:

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Bid guarantee, the performance and payment bond, time of completion and other requirements related to the bid shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

**The Contractor must submit a list of at least three (3) similar projects within the last five (5) years, and five corresponding references for similar projects.**

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In the event this Bid is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

_____	_____
_____	_____
_____	_____

The following proposed items form a part of the Bid:

DATE: \_\_\_\_\_

Signature:

If an Individual: \_\_\_\_\_ doing  
business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By \_\_\_\_\_, member of Firm

If a Corporation: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary

(CORPORATE SEAL)

Business Address of Bidder \_\_\_\_\_

\_\_\_\_\_

If Bidder is a corporation, supply the following information:

State in which incorporated \_\_\_\_\_

Name and address of its:

President \_\_\_\_\_

\_\_\_\_\_

Secretary \_\_\_\_\_

\_\_\_\_\_

BID BOND

Know all men by these Presents, that we, the undersigned, \_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_ as Principal and

(Address of Contractor)

\_\_\_\_\_ as Surety, are

(Name and address of Surety)

hereby held and firmly bound unto \_\_\_\_\_

(Name of Owner)

as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the \_\_\_\_\_.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, ad shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

\_\_\_\_\_

(Principal, Contractor)

\_\_\_\_\_

(Surety)

BY: \_\_\_\_\_

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## AGREEMENT

THE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **City Of Glenwood Springs** herein called "OWNER" and \_\_\_\_\_, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_  
\_\_\_\_\_ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within \_\_\_ calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_ calendar days, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - Invitation to Bid Cover Sheet
  - Instructions to Bidders
  - Bid Form
  - Bid Bond
  - Agreement
  - Notice of Award
  - Notice to Proceed
  - Change Order
  - Performance Bond
  - Payment Bond
  - Supplemental Conditions
  - Technical Specifications
  - Scope of Work
  - Contractor's Application for Payment
  - Contractor's Application Progress Estimate
  - Contractor's Application Stored Materials Summary
  - Bid Schedules

Technical Specifications  
Addendum to Professional Services Agreement  
Exhibit I Aerial Closure Mounting  
Exhibit J Fiber X Pedestal  
Exhibit K OSV Node Pedestal

SPECIFICATIONS prepared or issued by \_\_\_\_\_ dated \_\_\_\_\_

ADDENDA:

No. \_\_\_\_\_ dated \_\_\_\_\_, 2020.

No. \_\_\_\_\_ dated \_\_\_\_\_, 2020.

No. \_\_\_\_\_ dated \_\_\_\_\_, 2020.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Technical Specifications such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

ATTEST:

City Of Glenwood Springs

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

(Please type)

Title \_\_\_\_\_

Title \_\_\_\_\_

Address: 101 W. 8<sup>th</sup> St., Glenwood Springs, CO 81601, Telephone: 970-384-6400

(SEAL)

CONTRACTOR:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

(Please type)

(Please type)

Title \_\_\_\_\_

Title \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

NOTICE OF AWARD

To: (Contractor) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(City, State, Zip) \_\_\_\_\_

Project Description: \_\_\_\_\_

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated \_\_\_\_\_, 2020, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your BID as null and void and your BID SECURITY will be forfeited immediately to said OWNER as an agreed of liquidated damages

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City of Glenwood Springs (Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

**NOTICE TO PROCEED**

To: (Contractor) \_\_\_\_\_ Date: \_\_\_\_\_, 2020  
(Address) \_\_\_\_\_ Project: \_\_\_\_\_  
(City, State, Zip) \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2020 on or before \_\_\_\_\_, 2020 and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2020

City of Glenwood Springs  
(OWNER)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged  
by \_\_\_\_\_,  
(CONTRACTOR)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_

**CHANGE ORDER**

Order No. \_\_\_\_\_

Date \_\_\_\_\_

Agreement Date \_\_\_\_\_

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

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by

\$ \_\_\_\_\_

The New CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

**APPROVALS REQUIRED:**

Approved by Project Manager: \_\_\_\_\_

Accepted by Contractor: \_\_\_\_\_

Accepted and Approved by Owner: \_\_\_\_\_

Federal Agency Approval (where applicable): \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, herein called Principal, and  
(corporation, partnership or individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

The City of Glenwood Springs

101 West 8<sup>th</sup> Street

Glenwood Springs, CO 81601

Herein called Owner in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default,

then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST/WITNESS

\_\_\_\_\_  
Principal (Contractor)

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_

(Address)

\_\_\_\_\_

ATTEST/WITNESS:

\_\_\_\_\_

(Surety)

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_

Attorney-in-Fact

(SEAL)

\_\_\_\_\_

(Address)

\_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, herein called Principal, and  
(corporation, partnership or individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

The City of Glenwood Springs  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

Herein called Owner in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST/WITNESS

\_\_\_\_\_  
Principal (Contractor)

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

ATTEST/WITNESS:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include BD 2020-007

the date of the BOND.

## **SUPPLEMENTAL CONDITIONS**

### **1. GENERAL DESCRIPTION OF WORK**

Work under this contract shall include all labor, materials and equipment necessary to complete the Fiber Optic Network Construction Services Project for the City of Glenwood Springs.

### **2. SCHEDULING OF WORK**

The contractor shall submit a schedule showing the order in which the Contractor proposes to carry on the work including the estimated number of working days elapsed, when the major parts are to begin, and the estimated number of calendar days required to complete the major parts. Said schedule shall be subject to the approval of the City. Should the City be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the City may demand that the Contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to ensure proper and timely execution.

The project shall be started in early summer of 2020 and be completed by December 31, 2020. The Contractor shall use this time frame or one of less time to develop a schedule.

### **3. MAINTENANCE AND GUARANTEE**

The Contractor hereby guarantees that the entire work constructed by him under the contract will fully meet all requirements of the contract as to quality of workmanship and materials furnished by him. The Contractor hereby agrees to make at his own expense, any repairs or replacement caused by defects in materials or workmanship supplied by him that became evident within one year after the date of substantial completion. The Contractor shall restore to full compliance with the requirements of these specifications any part of the appurtenant works which, during the one-year period, is found to be deficient with respect to any provisions of the specifications. The Performance Bond, equal to 100% of the contract amount, shall remain in full force and effect through the guarantee period.

The Contractor shall make all repairs and replacements promptly upon notice by the City, which shall be confirmed in writing. If the Contractor fails to make such repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

### **4. SUBCONTRACTORS**

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City of the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written

application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

#### **5. WORK BY OTHERS**

N/A

#### **6. PRE-CONSTRUCTION CONFERENCE**

Prior to the start of construction, a pre-construction conference will be held with the representative of the City, Project Manager, and Contractor. Time and place of the conference will be determined by the Project Manager. The purpose of the conference will be to discuss the following items relating to the project:

- a. Progress reports.
- b. Scheduling of Project Work (i.e. work hours, weekday and weekend).
- c. Submittals.
- d. Fire Prevention and Safety Requirements.
- e. Procedures for Partial and Final Payments.
- f. Contractor's compliance with required environmental permits
- g. Coordination with Utility Companies.
- h. Special requirements of the City.
- i. Identifying staging areas, and storage areas of materials

#### **7. COMMUNICATIONS**

1. All notices, demands, requests, instructions, approvals, bids and claims must be in writing.
2. All minor changes must be approved by the Project Managers.
3. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Invitation to Bid Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
4. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, City Procurement Manager, First Floor, 101 W. 8<sup>th</sup> Street, Glenwood Springs, Co. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

5. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### 8. MATERIALS

All materials employed in permanent construction shall be new, full weight, in first-class condition and suitable for space provided. All similar materials shall be of one manufacturer.

#### 9. "OR EQUAL"

All materials and equipment specified herein are subject to an "OR EQUAL" provision. With each request, the Contractor shall submit supporting data, including but not limited to:

- a. Drawings and samples as appropriate, with a specific record of performance.
- b. Comparison of the qualities of the proposed item with that specified.
- c. Changes required in other elements of the work because of the substitution.
- d. Name, address, and telephone number of vendor who is supplying the proposed item.
- e. Manufacture's literature regarding installation, operation, and maintenance, including schematics for electrical and hydraulic systems, lubrication requirements, and parts lists.

Describe the availability of maintenance service and warranties and state source of replacement materials.

#### 10. STORAGE OF MATERIALS

Materials shall be so delivered, stored and handled as to assure the preservation of their quality and fitness for the work. Packaged materials shall be stored in original containers clearly identified with Manufacture's name, brand and model number. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.

Private property shall not be used for material storage purposes without written permission of the City or Lessee. If requested by the Project Manager, copies of such written permission shall be furnished to him. All sites required for material shall be restored to their original condition by the Contractor at no additional expense to the City. Unless Contractor storage areas are otherwise provided, materials shall be stored in public rights of way or easements as established.

The Contractor shall be responsible for protecting all materials from damage, vandalism or theft. Materials shall be stored in such a manner so as not to create a hazard to the public or adjoining property.

#### 11. TESTING OF MATERIALS

1. All tests and inspections as required by codes, ordinances or for material certification and construction as noted in the specifications, shall be paid by the City except those tests specifically noted in the General Conditions herein as being paid by the Contractor. The City and Project Manager reserve the right to employ any testing certified company to perform a specific category of testing as may be noted herein. The costs of testing not paid by the City shall be paid by the Contractor and shall

be included in the cost of the associated item of work as defined in the method of measurement and basis of payment noted in the specifications.

2. Tests shall be made by an independent testing laboratory and be acceptable to the City and Project Manager. Except as otherwise provided, sampling of materials, testing methods and testing equipment shall be in accordance with the latest standard or tentative method of the referenced specification.

3. Tests and procedures to be performed by the Contractor shall conform to the requirements of technical specifications, the referenced specifications and as otherwise required by the Project Manager.

**12. SALES AND USE TAX**

Sales tax shall not be included in the unit prices on the Bid Schedule. The City of Glenwood Springs, Co. is a tax-exempt entity. The Prime Contractor must apply to the Colorado Dept. of Revenue for a tax-exempt number using Form DR-172. The tax-exempt number of the City is 98-04162. It will be the responsibility of the Contractor to include appropriate subcontractor and suppliers on the form.

**13. INSURANCE**

**INDEMNIFICATION:** The successful Contractor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Contractor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

**INSURANCE:** The Contractor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

**General Liability**

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit .....	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	

Name the City as "Additional Insured"

**Automobile Liability:**

Combined single limit:..... \$ 1,000,000

Any auto (or Hired & Non-owned, if you own no vehicles)

Show Waiver of Subrogation in favor of the City

Primary & non-contributory

Auto pollution liability (IF you carry any hazardous cargo)

(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor

shall possess Garage Liability Insurance, covering premises, auto and completed operations)

Name the City as "Additional Insured"

**Workers' Compensation:**

Workers Compensation benefits: per Colorado Statute  
Employers liability – limit per accident \$ 100,000

Employers liability – limit per disease 100,000

Employers liability – disease aggregate 500,000

All owners/officers who will be on City property or job site must be covered

Show Waiver of Subrogation in favor of the City

Coverage must apply to workers in Colorado

Insurance companies providing the coverage's specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

The City will not purchase property insurance or a "builder's risk" policy as described in General Conditions Section 5.06.

**14. UTILITIES AND UTILITY COORDINATION**

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

The Contractor shall have the authority and responsibility for coordination of work with the utility companies, including City owned utilities.

15. PERMITS

Stated in the Scope of Work

16. ADVANCE NOTICE OF WORK

N/A

17. WORKMANSHIP

1. The Contractor shall employ only trained, competent and skillful workmen to perform the work. Whenever the Project Manager shall notify the Contractor in writing that, in his opinion, a workman on the job site is incompetent, disorderly or improperly performing the contract work, the Contractor shall forthwith remove such person and not employ such person on any part of the work without written consent of the Project Manager.

2. The City or Project Manager may stop any work or any part of the work performed by the Contractor if the methods or conditions are such that unsatisfactory work might result, or if improper materials or workmanship are being used. The work shall not resume until remedial action is taken by the Contractor and approval for resumption of work is given by the City or the Project Manager. Any period of work stoppage for improper work will not entitle the Contractor to additional compensation or an extension to the contract Time of Completion.

18. APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.

2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.

3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

19. CLEAN UP

No separate measurement or payment will be made for clean-up and dress-up of the construction site, or haul of materials from the project site. This work shall be considered incidental to the related item of work and any associated costs shall be the Contractor's responsibility.

1. The Contractor shall maintain a safe and clean work area to the maximum extent practicable and remove all waste containers, pallets, trash and debris, etc., from the premises at regularly scheduled periods for the duration of the work.

2. The Contractor shall provide a trash dumpster if necessary and haul directly to a legally designated landfill as needed. Trash shall not be allowed to be stored on the work site and it shall be prevented from blowing onto adjoining properties.

3. The project work site and all affected areas shall be dressed-up and finish graded to the satisfaction of the Project Manager and City at **regular intervals throughout the project work** and prior to the final acceptance of the project. The project area shall be restored to same or better condition as before construction.

## 20. **FINAL INSPECTION**

1. When improvements contained in the Contract are substantially complete, the Contractor shall notify the City or the Project Manager in writing that the work will be ready for inspection on a given date as stated in the notice. The notice should be given at least **ten (10) calendar days** prior to the date stated for inspection.

2. The Project Manager will require a Pre-Final inspection of the completed work. For all the work items not in conformance with the contract documents, the Project Manager will provide the Contractor with a "Punch List" of work items to be completed or corrected by the Contractor.

3. Upon completion of any "Punch List" items required of the Contractor, the Contractor shall give notice to the Project Manager requesting a Final Inspection and acceptance of the project work. If after the Final Inspection, all contract work is acceptable to the City and Project Manager, the Contractor may request final payment on the Contract.

Prior to final payment, the City shall publish a "Notice of Final Payment" to guarantee that all parties to the contract, i.e., sub-contractors, suppliers, etc. have been paid. The City may require that the Contractor provide additional information to substantiate payment to suppliers and sub-contractors.

## 21. **LITIGATION**

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

## 22. **LIQUIDATED DAMAGES**

Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated on the Bid form. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Agreement; and the Contractor and his Sureties shall be liable for any excess.

**The Contractor agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive day that the project schedule extends past the proposed and City approved contractors schedule, including any approved Change Orders modifying the schedule duration or approved weather condition delay days approved by the City thus modifying the original schedule.**

## 24. **PAY ESTIMATES**

N/A

**25. SITE CONDITIONS**

The Contractor shall provide on-site sanitary facilities, safe working conditions and emergency medical aid for workmen on the project site. **Construction equipment, tools, materials and workmen's private vehicles** shall be located in areas designated by the Project Manager or the City. Construction related items **shall not** interfere with traffic, utilities, or access to private property.

The Contractor shall maintain the project site in a safe condition for the general public by the use of barricades, fencing, and traffic warning devices in accordance with the MUTCD. Construction materials on the construction site shall be stored and secured so as not to become a hazard or otherwise endanger the public or property.

The Contractor shall confine all material storage and construction activity to the limits established by the City and Project Manager. The Contractor, Sub-Contractor and their workmen **shall not park equipment or vehicles outside of the established construction limits**. As required to confine the construction activity or as otherwise requested by the Project Manager, the Contractor **will be** required to install and maintain temporary construction fencing for the duration of the project work.

The Contractor shall protect all trees and shrubs in the vicinity of the contract work. Any damage or destruction of trees and shrubs will require replacement by the Contractor at no additional cost to the City.

**26. HOLIDAYS**

The Contractor shall not work on legal holidays, Saturdays, Sundays or night time hours (before 7 am or after 6 pm) without permission from the Project Manager, and the Contractor shall be responsible for any additional costs incurred by the City due to such work.

**27. EXTRA WORK**

N/A

**28. INSPECTION**

The City will provide inspection of the work. The Contractor shall not cover any work until inspected by the Project Manager or his representative. The Project Manager may require work not inspected to be uncovered for inspection with no additional cost to the City.

**29. CITY SUPPLIED MATERIALS**

As per the bid documents

**30. CONSTRUCTION ACCESS AND CONTRACTOR TRAILER**

If additional construction access other than provided by the City is required by the Contractor to perform any

construction activity, the Contractor shall be responsible for obtaining such access from private property owners. Such access obtained by agreement between the private property owner and the Contractor shall be obtained in writing in advance of the project work. A copy of any written approval for such access shall be provided to the Project Manager.

The Contractor shall locate the contractor trailer at a site designated or approved by the City. The Contractor shall be responsible for the security of the Contractor's storage area, Contractors trailer and its contents including any record documents relating to the contract work.

### **31. RESPONSE TO QUESTIONS**

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Contracts Coordinator, Procurement Department, City of Glenwood Springs, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado 81601, [ricky.smith@cogs.us](mailto:ricky.smith@cogs.us), fax number 970-945-2597. The contractor submitting the question shall be responsible for ensuring that the question is received by the Procurement Manager at least **seven (7) calendar days** prior to the scheduled opening of this Solicitation.

An agent of the City's Procurement Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Procurement Department.

### **32. PROJECT MANAGER**

Michael Gardner will be the Project Manager for this work.

### **33. CONFLICTS WITHIN THE CONTRACT DOCUMENTS**

The General Conditions, these Supplemental Conditions, the Plans, Technical Specifications and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of a discrepancy, the order of precedence is as follows:

1. Any Addenda issued
2. Contract Plans
3. The Supplemental Conditions
4. The General Conditions
5. Shop Drawings
6. Standard Plans

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omission, the Project Manager shall be immediately notified. The Project Manager will make corrections and interpretations as necessary to fulfill the intent of the Contract.

### **34. BID DOCUMENTS**

Contractors will be provided with one set of bid documents.

### 35. REFERENCES FOR SIMILAR PROJECTS

All Bidders must submit a list of at least three (3) references that they have provided for similar type projects. If reference list is not submitted at time of Bid then their Bid may be considered as non-responsive.

### 36. BONDING REQUIREMENTS

1. The successful Contractor must provide a Performance Bond and Payment Bond, equal to 100% of the contract amount. The Performance Bond shall remain in full force and effect through the guarantee period.

2. Each Bid must be accompanied by a bid bond, or certified check, in the amount of 5% of the bid. The Bid guarantees accompanying the three lowest bids may be held until the contract is awarded provided this period does not exceed 60 calendar days. The Bid Guarantees accompanying the other bids will be returned promptly after the bid prices have been compared.

If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds MUST be received prior to the bid opening date and time.

### 37. RETAINAGE

(1)(a) A public entity awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration, or repair of any highway, public building, public work, or public improvement, structure, or system shall authorize partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the contractor, if the contractor is satisfactorily performing the contract. The public entity shall pay at least ninety-five percent (95%) of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is completed satisfactorily and finally accepted by the public entity.

(b) The public entity shall make a final settlement in accordance with [section 38-26-107, C.R.S.](#), within sixty days after the contract is completed satisfactorily and finally accepted by the public entity.

(c) If the public entity finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

(2) Whenever a contractor receives payment pursuant to this section, the contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the contractor's request for payment to the public entity for such subcontracts. The contractor shall make such payments within seven calendar days of receipt of payment from the public entity in the same manner as the public entity is required to pay the contractor under this section if the subcontractor is satisfactorily performing under his contract with the contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay said suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. At the time the subcontractor submits a request for payment to the contractor, the subcontractor shall also submit to the contractor a list of the subcontractor's suppliers, sub-subcontractors, and laborers. The contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven days and interest payment until the subcontractor submits such list. If the contractor fails to make timely payments to the

subcontractor as required by this section, the contractor shall pay the subcontractor interest as specified by contract or at the rate of fifteen percent per annum whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any contract.

**38. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the City to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the City's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria:

1. Basis of cost/fee schedule
2. Performance Characteristics
3. Previous related work experience
4. Project team experience and qualifications
5. Project Schedule References.

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

**39. PRE-BID/PROPOSAL CONFERENCE IS MANDATORY**

There will be a mandatory pre-bid conference held on February 27, 2020, at 11:00 am. Location of this pre-bid meeting will be in City Hall, third floor training room, 101 W. 8<sup>th</sup> Street, Glenwood Springs, CO, 81601. Participating contractors must attend this pre-bid meeting, or they will not be allowed to bid on this project. Participating contractors will be allowed to call in on a telephone conference call. Those wishing to participate in the conference call must contact Ricky Smith, at 970-945-6445, one day prior to the pre-bid meeting date and request the call-in number.

**40. WARRANTY SHALL BE FOR SPECIFIC PERIOD:** In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of two (2) years after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

## Scope of Work

### **Summary of Work – Construction**

The Contractor shall provide the ongoing permitting, material coordination, construction, testing, and completion of a fiber optic network, primarily consisting of, but not limited to, the following tasks:

- Obtain all necessary permits, including environmental approvals;
- Traffic control;
- The selected Contractor is responsible for identifying and avoiding all existing utilities and will comply with Utility Notification Center of Colorado 811 requirements and will coordinate with Owner on all locations where plant will be installed underground;
- Sub-surface installation of conduit, primarily using horizontal directional drilling, plowing and trenching including location of existing utilities through potholing and permanent surface restoration;
- Installation of underground handholes and ground rods, including permanent paved surface restoration;
- Placement of fiber optic cable and tracer wire in new conduit;
- Placement of fiber optic cable in existing electric conduit;
- Installation of fiber splice enclosures and fiber splicing;
- Installation of strand, armored fiber optic cable, guying and anchoring on Owner pole lines;
- Installation of all associated labeling both in underground and overhead fiber cable installations per labeling standards.
- Placement and assembly of fiber termination panels and related hardware;
- Optical performance testing of fiber optic strands; and
- Provision and storage of all materials related to the above construction tasks.

### **Access Agreements and Permitting Fees**

The contractor shall be responsible for obtaining all permits required to work within a traveled roadway and under the authority of a City, County or State government. All other permits that may include but not limited to railroad crossings, irrigation and ditch crossings, oil and gas line crossings or other utility encroachment permits shall be obtained by the Owner. All permits secured by the contractor shall be in the name of the Contractor on behalf of the Owner and the Owner will incur the cost of the permit and if required to be paid by the contractor, shall be passed through to the Owner at direct cost. All easements and right of way shall be secured by the Owner. Contractor is expected to keep all equipment and personnel within the easement. In the event access is required beyond the easement, the contractor shall make a reasonable effort to contact the landowner(s) prior to accessing any property outside of the easement. The Owner will not be held liable for trespassing.

## **Bid Quantities**

Interested parties will be bidding based upon quantity assumptions for the complete project. It is anticipated that the quantities included in the bid may fluctuate, but that the unit pricing bids shall be based on a close estimate of the actual quantities for the entire build-out of the project. The construction phases will be deployed and constructed as prioritized by Owner and shall be constructed in order of priority.

## **Phase 1 Construction Focus**

The Owner expects this project to take up to five years to complete in a multi-phase approach. This RFP is focused on Phase 1 Service Areas and Feeder Network outside plant construction and technical services. The Owner reserves the right to continue using the selected contractor for Phase 2 Service Areas and Feeder Network outside plant construction and technical services in 2021. The Owner also reserves the right to issue a new RFP for Phase 2.

The following service areas will be constructed as part of Phase 1 in 2020:

- Mountain Shadows
- Cedar Crest
- Gamba
- Downtown West
- Cooper
- Downtown Core
- Downtown East
- Park West

The following feeder routes will be constructed and activated as part of Phase 1 in 2020:

- Highland Feeder
- Sunny Acres Feeder
- Vista Feeder
- Cedar Crest Feeder
- Gamba Feeder
- Mountain Shadows Feeder
- Downtown Core Feeder
- Downtown East Feeder
- Cooper Feeder
- Downtown West Feeder
- Riverside Feeder
- Penrose Plaza Feeder
- Sopris Feeder
- Cardiff Bridge Feeder
- South Park Feeder
- South Midland Feeder

## **Technical Requirements**

### **General Requirements**

The following requirements apply to all work specified in this document unless an exception is noted in the specifications for the individual item.

- Each item shall be installed in accordance with the approved design at locations as shown on the plans;
- Backfill in trenches, around forms and vaults, or at any other place shall be completed thoroughly using a power tamper in lifts of not more than six inches as it is being placed. Any paving material or fill removed for trenching shall be replaced in kind;
- All holes and trenches shall be protected at the Contractor's expense from accidental entry by vehicles and pedestrians using steel plates or other approved materials as required by the local municipality or county. Should the Contractor fail to provide adequate protection to the surroundings of a work site, or should the operations be carried out in such a way as to allow or cause damage to any roadway, street, sidewalk, the property of any utility, or other private or public property, work may be stopped until deficiencies are corrected. Should the repair not be undertaken, and should it be necessary for the Owner to protect the area and/or make the repair, the cost shall be deducted from payment due the Contractor;
- All excavation work shall consider schedules and the impact related to obtaining necessary de-watering permits per Colorado law;
- All concrete work shall be performed and tested in accordance with applicable City or County Specifications. Concrete shall be finished to match any adjacent concrete. If no match is required, the surface area shall be broom finished and edged;

### **Work Standards and Quality**

The Contractor shall comply with the National Electrical Code (NEC), the National Electric Safety Code (NESC), and applicable industry standards, the most recent revision of the Americans with Disabilities Act of 1990 ("ADA") Standards for Accessible Design, separate from and in addition to compliance with applicable building codes, as well as all other applicable Federal, State and local laws and regulations. Contractor is retained by the City for this Project based on Contractor's expertise and experience in the type of work that is the subject of this Contract. Contractor represents and warrants that Contractor is familiar with the aforementioned Codes and standards as well as those referenced below. Construction methods and techniques used by the Contractor shall be in accordance with the recommended practices and procedures published by leading industry manufacturers and trade associations, including but not limited to the following:

- City of Glenwood Springs Engineering Standards;
- Society of Cable Telecommunications Engineers (SCTE) Recommended Practices for Optical Fiber Construction and Testing;
- International Telecommunications Union telecommunications group (ITU-T);
- Telcordia Blue Book – Manual of Contractor's Procedures;
- Federal Occupational Safety and Health Administration (OSHA) regulations.

The Contractor shall also follow all applicable City, County and State of Colorado Department of Transportation Standard Specifications and Construction Details, as applicable. The Contractor shall be aware of all standards and their application. Ignorance or lack of knowledge shall not be an excuse for improper work to occur. Any work

constructed in violation of any applicable code shall be corrected and re-installed properly at the Contractor's expense.

### **Unsatisfactory Operations**

Should it be necessary to halt the work because of incorrect or unsatisfactory operations under the terms of the awarded contract or because of failure to follow safety standards applicable hereto, the Contractor must take immediate steps to remedy the deficiencies. Should repair or correction of any safety defect or deficiency not be immediately undertaken, and should the Owner be required to protect the site or make the repair or correction, the cost of such work shall be deducted from payment due the Contractor.

### **Inspection and Testing**

The Contractor shall supply Quality control representative(s) for the duration of the construction project. The Contractor shall be responsible for performing quality control inspection and testing as required to verify that workmanship and products are provided as specified in this document, to include fiber optic cable performance testing, inspection of roadway and right-of-way restoration, and material testing of concrete and backfill placement.

During any inspection, including, but not limited to, the final inspection of each work site, should it be found that non-concealed work is substandard, the burden of proof that the concealed work is up to standard shall be the Contractor's, who shall do such as is necessary, including exposing the concealed work, to clearly establish that the concealed work meets the specifications as outlined. All items such as, but not limited to, improperly set couplings and concrete or masonry work that is not up to specified standards shall be removed and replaced at the Contractor's expense.

The Owner may also provide Quality Assurance by reviewing information provided by the Contractor, spot visits to construction sites and independent system testing. Any failures noted will be forwarded to Contractor for correction which require complete replacement of failed components.

### **Material Handling & Incidental Materials**

In general, the Owner will supply all construction materials for each network segment as listed in Appendix "X". The Contractor will provide all incidental consumables related to all aspects of the construction that may be required from time to time. Such consumables may include, but not limited to, tape for conduit ends, extra pull string, and temporary use hardware materials. The Owner shall consider all reasonable requests for incidental consumables and materials that the Owner can reasonably provide. All incidental materials and consumables, requested by the Contractor and supplied by the Owner, shall be supplied only as a matter of convenience to the Contractor. Additional or separate labor cost related to the incorporation or use of such consumables will not be paid by the owner. The Owner reserves the right to purchase any materials for the project.

Where applicable, the Contractor shall be responsible for moving material between their yards and for maintaining the inventory of these items once received from suppliers on behalf of the Owner. Materials or equipment shall be transported in a legal fashion and shall be protected from damage or loss. Lost, damaged or unaccounted material (including bulk fiber cable) will be the responsibility of the Contractor and will be reimbursed to the Owner. Contractor will be responsible for identifying any damage to bulk fiber immediately following the delivery of same.

Any damage to or loss of any materials or equipment supplied by the Owner to the Contractor, which occurs from handling or transport, or from any other source or way, shall be the sole responsibility of the Contractor and the

value thereof shall be deducted from any payments due the Contractor.

### **Safety Practices, Documentation and Training**

Contractor shall comply with all engineering, safety, and operating requirements concerning: installation of equipment in, on or around utility facilities and adhering to operating rules and requirements involving safe contact with utility equipment and water, gas and power lines, and confined spaces. Contractor shall adopt Owner's minimum safety standards as the baseline requirements.

Access to City managed facilities will require an authorized escort / representative from the Owner. Additional details shall be provided to the Contractor at time of award.

The Contractor shall comply with all the requirements set forth in Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor shall maintain records of safety training classes held, and any safety certifications held by its employees and sub-contractors.

### **Construction Safety and Health Standards**

The Contractor and any subcontractors shall not require any laborer or mechanic employed in performance of the contract to work under working conditions or in surroundings which are unsanitary, hazardous, or dangerous to the worker's health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, published in the Federal Register on December 16, 1972), as revised from time to time. The Contractors and any subcontractor shall comply with all OSHA regulations.

### **Traffic Control and Work Area Protections**

The Contractor shall provide all equipment necessary to protect the well-being of employees, motorists and all others who encounter construction areas. Such precautions include, but are not limited to, crash cushions, flashing arrow boards, lighted barricades, steel plates, and concrete barriers. The Contractor shall ensure that all required signage meets Federal, State and Local standards.

The Contractor shall furnish, erect, maintain, relocate, and/or remove traffic control devices in accordance with the Contract Documents, as well as the latest version of the U.S. DOT Manual on Uniform Traffic Control Devices.

All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified by the contract. Traffic control devices shall include, but are not limited to signs, drums, barricades, barriers, electronic variable message boards, cones, delineators, flashing arrow panels, temporary guardrails, temporary concrete median barriers, vehicle-mounted temporary impact pavement markers, Certified flaggers, and pilot vehicles.

Existing public streets or highways shall be kept open to traffic at all times by the Contractor unless permission to close these streets, or portions thereof, is granted by the local municipality, county and/or CDOT in compliance with the jurisdictions permit procedures... The Owner may request that the Contractor make additional notifications to property owners.

Traffic control devices shall be installed at the inception of construction operations, and shall be properly maintained, relocated as necessary, cleaned, and operated during the time they are in use. They shall remain in place only if they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the conditions present shall be left in place.

During periods when not warranted, warning signs and other devices shall be removed from the work area, covered with specified material, or otherwise positioned so that they do not convey their message to the traveling public.

Covering material shall be maintained in a neat manner during its use. Weeds, brush, trees, construction materials, equipment, etc. shall not be allowed to obscure any traffic control device in use. There will be no separate compensation for any trimming or cutting required for this purpose.

Competent and properly trained flaggers, properly attired and equipped, shall be provided in accordance with the municipal, county and/or CDOT standards when the Contractor deems it necessary to handle traffic through the construction zone, or when directed by local authorities having jurisdiction.

The Contractor shall assume full responsibility for the continuous and expeditious maintenance of all construction warning signs, barricades, and other traffic control devices which in the opinion of the Owner are damaged by traffic or other means or deteriorated beyond effectiveness. Conditions covered under maintenance shall include but not be limited to replacement due to loss of reflectivity; replacement of broken supports; plumbing of leaning signs; cleaning of dirty signs, barricades, and other devices; repair of defaced sheeting and legend; and replacement of stolen or vandalized items. All items used for traffic control shall be maintained in a satisfactory condition. Failure to maintain all traffic control devices in a satisfactory condition may be cause for suspension of construction operations until proper traffic control is re-established.

The Contractor shall follow the construction procedure and maintenance of traffic as shown on the Traffic Control Plan, unless a more workable plan is agreed to by the municipality, county and/or CDOT prior to or during the execution of the work. The Contractor shall complete each construction phase in the sequence shown if phasing is specified.

The Contractor shall continuously review and maintain all traffic control measures to assure that adequate provisions have been made for the safety of the public and workers.

### **Accident Reporting**

Any accident resulting in damage to property or causing personal injury within the limits of a work site shall be immediately reported to the appropriate police agency, other required agencies and the Owner.

The Contractor shall immediately contact the impacted Utility Operator, property owner and the Owner when damage to an underground facility is identified. If a natural or propane gas line is damaged, the Contractor must call 911 prior to notifying the Utility Operator. The Contractor shall not backfill around the underground utility line until the Utility Operator has repaired the damage and has given clearance to backfill. The Owner will not pay the Contractor for labor, vehicles, material, or equipment or any other cost associated with the repair to any at-fault damage. Failure to comply may result in a verbal warning, suspension of loss of work, and/or termination.

### **Pre-Construction Walk Out**

The Contractor will be required to complete a pre-construction walk out for each service area prior to starting any outside plant construction. The FTTP Project Manager, Electric Utility Representative, System Designer and Contractor Construction Manager will walk out the design for each service area to confirm constructability, complete any required staking for structure placement and / or running lines for the new network and identify any other outstanding issues that would impact the Contractor's ability to start building the given service area. It will be during this walk out process that the Electric Utility Representative will identify the locations that will require an Electric Utility resource during construction.

## **Underground Conduit Installation**

Before construction activities commence, the Contractor shall provide notification to the Owner and to all other underground utility owners through appropriate Dig Safe ("811") procedures, to include emergency locate requests.

Unless otherwise specified by approved engineering drawings, conduit shall have a minimum cover of 24 inches as measured from the finished grade. Conduit not terminated to a base or in a vault shall be terminated 2 feet beyond the edge of the grade. Conduit shall extend a minimum of 3 inches and not more than 6 inches inside a vault or junction well.

Splicing or joining of HDPE conduit is prohibited without prior approval. All conduit joints shall be sealed with the appropriate cement to ensure that the two conduit pieces bond to one another to form a solid waterproof link. For metallic conduit, install metallic bushings and bond conduits.

Conduit Installation in open trench consists of trenching/cutting in unpaved right-of-way and placing conduit in an open trench. When trenching is used, the opening shall be filled halfway with the cover material and tamped down firmly before filling in the remainder of the opening to 12 inches below grade. Owner supplied fiber optic warning tape shall be installed, and the remainder of the fill shall be added, tamping down the top layer. The Contractor shall install non-detectable warning tape in each trench directly above the conduit run at a depth of approximately 12 inches below existing grade.

Pull-tapes with linear length markers and a minimum tensile strength of 1,100 pounds shall be placed in all installed conduit. Tracer wire for purposes of locating conduit shall be placed within all new conduit routes.

## **Conduit Installation using Directional Boring/Missile Boring**

Directional boring is the preferred underground placement technique unless other approaches are approved by the Owner. The size of a bore shall not exceed the outside diameter of the conduit by more than 1 inch. If it does, cement grout shall be pumped into the void. At all points where HDPE conduit will traverse under roadways, driveways, sidewalks, or Controlled Access Areas including entrance/exit ramps, conduit shall be placed at a minimum depth of 4 feet. Conduit shall be placed to maintain a clearance of 1 foot (12 inches) from drainage pipe less than 60 inches in diameter while maintaining all other required clearances.

The Contractor shall guarantee the drill rig operator and digital walkover locating system operator are factory-trained to operate the make and model of equipment provided and have a minimum one year of experience operating the make and model of drill rig. The Contractor shall submit documentation of the operator's training and experience for review at least two weeks before start of directional drilling operations.

The Contractor shall provide a means of collecting and containing drilling fluid/slurry that returns to the surface such as a slurry pit and shall provide measures to prevent drilling fluids from entering drainage ditches and storm sewer systems. The Contractor shall prevent drilling fluid/slurry from accumulating on or flowing onto pedestrian walkways, driveways, and streets. Immediately remove all drilling fluids/slurry that are accidentally spilled. The Contractor shall transport waste drilling fluid/slurry from site and dispose of in a method that complies with local, state and federal laws and regulations.

The Contractor shall perform electrical grounding of the drill rig when in use in accordance with the manufacturer's recommendations.

All excavated material shall be placed near the top of the working pit and disposed of properly.

The Contractor shall backfill pits and trenches to facilitate drilling operations immediately after drilling is completed.

During drilling operation, the Contractor shall locate the drill head every 10 feet along drill path and before traversing underground utilities or structures using a digital walkover locating system. The locating system must be capable of determining pitch, roll, heading, depth, and horizontal position of the drill head at any point.

The contractor shall record and document all directional bored installations that cross other utility lines, roadways, railroads, irrigation canals\ditches and any other crossings requested by the Owner. Profiles shall record the general alignment of the bore the start and end points of the bore (referencing easily identifiable landmarks, i.e. vaults, poles street intersections etc..), the depths of the bore at the crossing and at intervals no less than 20 feet. Copies of the boring profiles shall be signed by an authorized representative of the Contractor and copies shall be submitted and included with the project as-built documentation. Note: The above shall be submitted regardless if such action is required by a permit or not.

### **Underground Cable Construction**

The minimum bend radius specified by the cable manufacturer shall be observed by the Contractor at all times when handling the fiber cable. Fiber cable storage loops shall be installed in handholes at locations prescribed by engineering drawings (or design specifications) and cable shall be coiled with a bend radius no less than specified for storage by the cable manufacturer.

The Contractor shall perform permanent surface restoration where required for all disturbed areas, including potholing within the municipally maintained roadways and sidewalks according to the respective Municipal Standard Specifications and/or the state of Colorado Department of Transportation Inspector instructions

The Contractor shall be required to perform temporary cold patch repairs of disturbed asphalt immediately or as directed by the applicable authority and/or as specified by permit requirements.

In the event of accidental damage or otherwise unnecessary surface disturbances caused by the Contractor, the Contractor shall be responsible for all costs related to permanent restoration of all surfaces. The Owner shall determine, in its sole and absolute discretion, the reasonableness of surface disturbances caused by the Contractor. All surface disturbances, within or outside of the construction easement, utilized by the Contractor, shall be restored to the original condition as found prior to construction activities. Field markers or marking poles shall be installed and connected to the given route tracer wire along all underground fiber routes after installation or as required to maintain accurate identification and termination of said tracer wires.

### **Underground Fiber Optic Cable Placement in Conduit**

A swivel strain limiter/release element that will part if the strain exceeds 300 pounds for 12-count fiber and 600 pounds for larger cables shall be used for outdoor fiber optic cable between the pulling grip and the pulling medium. All cables shall be labeled in each handhole and at each termination and shall identify the cable direction at each splice or termination point by indicating the next adjacent splice or site for each cable segment.

Placement of fiber optic cable shall be invoiced according to lineal units of material placed, to include footages of slack loops installed. Slack loops shall be installed in handholes as specified by approved engineering drawings (or design specifications), observing the minimum bend radius specified by the cable manufacturer at all times.

### **Underground Fiber Optic Cable Placement in Occupied Electric Conduit**

This project will require that the Contractor install fiber cable in occupied electric conduits and structures. The

Owner will train the Contractor prior to the start of construction on the different types of electric facilities that may be encountered during this project. The Owner will also provide certain safety equipment, including rubber blankets to the Contractor. The Owner will also define at the time of training the scenarios when the Contractor will be required to have a member of the Electric Utility staff on hand while work is being performed.

### **Installation of Handholes**

Handhole installation will be according to the following guidelines. Unless otherwise specified on the construction drawings, Conduit shall enter vaults from the bottom. Vaults shall be installed flush with grade on a 6-inch bed of #57 crushed stone or gravel. An additional 1-inch to 2 inches of stone shall be placed inside the base of the vault. A minimum of 12 inches of select, compacted backfill must surround the vault on all sides. Backfill must not contain large rocks or chunks, and there should be no voids between the vault sidewalls and the native surrounding soil. Ground rods will be installed where appropriate to establish grounding points for tracer wire.

### **Installation of Ground Rod**

The Owner shall supply all ground rods and ground wire including incidental connectors. Where applicable, a minimum of 8 feet of the ground rods must be driven into undisturbed soil (exceptions only per NESC rules). The Contractor shall cut the ground wire to the necessary length. The grounding wire shall be properly bonded to the grounding rod. The fiber network will use a separate (new) ground from the Owner's existing electric ground.

### **Aerial Pathway Installation**

The Contractor will be required to install new strand, down guys and grounding for all new aerial pathways. Where possible, the Contractor will be allowed to attach to existing power anchors. If a spare anchor eye is not available for FTTP, then an auxiliary eye will be allowed. If no power anchor exists, the Contractor will be required to install a stand lone anchor for FTTP.

Contractor should assume that the all required tree trimming and make ready work has been completed prior to the start of construction on any given aerial route. The Owner intends to attach in the "top comm" position on all poles. This is defined as at least 12 inches above the highest communications attachment and 40 inches below the lowest power facility on each pole. Construction plans will not call out the discrete attachment height for FTTP, so it will be the responsibility of the Contractor to attach at a location that meets the Owner's requirements.

The Contractor will be responsible for supplying all down guys, strand and pole line hardware required for this project. The Owner will provide a BOM for all service areas that will include estimates for strand and pole line hardware materials. The Owner expects to pay for these materials on a composite, per foot unit price basis.

### **Aerial Grounding**

The Contractor will be required to install a separate and new ground system for FTTP. New ground rods and ground wire shall be installed every 1,000 feet of strand and at the end of each run as required.

### **Placement of Armored Fiber Cable**

Most of the new aerial fiber network will be installed using armored fiber optic cable on Owner poles. All new fiber cable will be lashed to new and existing strand attached to Owner poles. Strand will be place in the telecom zone of each pole. Designs will call out all required pole line hardware, down guys and anchors for each station in the network. All poles will be truck accessible.

The contractor will be responsible for following industry best practices and all manufacturer guidelines for installing the aerial fiber network. The Contractor must not violate the minimum bend radius specifications for

any fiber cable that is or has been installed.

### **Placement of Underground Fiber Splice Points**

New underground fiber splice points will be placed in new underground FTTP structures and existing electric and broadband structures. All new splice points will be prepped in a butt splice configuration with enough fiber storage to allow splicing to take place in a trailer next to the serving vault. . The Owner has specified CommScope FOSC B/C/D closures for this project.

### **Placement of Aerial Fiber Splice Points**

New aerial fiber splice points will be mounted according to the Owner's design specifications. All new splice points will be prepped in a butt splice configuration with enough fiber storage to allow splicing to take place in a trailer at the base of the closest pole. The Owner has specified CommScope FOSC B/C/D closures for this project.

### **Installation of Aerial Fiber Storage Assemblies**

The new fiber network will include aerial fiber storage locations. All aerial storage will be created using the PLP FIBERLIGN In-Span Storage System. Snowshoes must be sized to not violate the minimum bend radius of the fiber cable. Designs will call out fiber storage locations and the amount of fiber cable to be stored. All fiber splice point locations will include at least 75 feet of fiber storage and (1) to (2) snow shoes. Stored fiber should be secured using Teflon straps (or equivalent) rather than lashing wire for ease of maintenance.

### **Fusion Splicing**

The Contractor will be required to splice many fiber cables throughout the new fiber network. Splicing work orders will be provided by the Owner in the form of Excel based splicing matrices. Most splice locations will involve mid-sheath and lateral cable splicing. The Contractor may be required to complete some splicing in locations that will not accommodate a splicing trailer.

### **Certification Process**

The Owner and their representatives will be managing a strict certification process for all OSP construction and technical services efforts. In general, the Owner will be pacing the release of ongoing network segments based on the successful completion and certification of released network segments. The Contractor will be required to work with the Owner and their representatives to provide the following turn over package as part of the certification process prior to invoicing the full amount for work completed on the given network segment.

#### ***Outside Plant As-Built Documentation***

Contractor will be required to document as-built information in a redlined Master Design Map Set. PDF markup is preferred, and no hand-written notes will be accepted. The redlined Master Design Map Set must be submitted within 15 calendar days of completion of each master Design Map Set. Delivery of the redlined Master Design Map Set is a condition of final payment for each Service Area.

Redlines should reflect the actual placement of the new conduits and vaults using an existing reference point such as sidewalk, street center line or lot line. Redlines should also include the actual depth of each conduit placed. The contractor shall record and document all directional bored installations that cross other utility lines, roadways, railroads, irrigation canals\ditches and any other crossings requested by the Owner. Profiles shall record the general alignment of the bore, the start and end points of the bore (referencing easily identifiable landmarks, i.e. vaults, poles street intersections etc..), the depths of the bore at the crossing and at intervals no less than 20 feet. Copies of the boring profiles shall be signed by an authorized representative of the Contractor and copies shall be submitted and included with the project as-built documentation. Note:

The above shall be submitted regardless if such action is required by a permit or not. Running line notes should be updated every 50 feet for conduit runs. The Contractor shall provide precise latitude and longitude for each new underground structure. Coordinate information for all new structures shall be provided in a separate spreadsheet or database.

The contractor will be required to note fiber in/out measurements for all splice points, risers and storage locations. Where indicated, these measurements will be added to labeling. These measurements shall be provided by the contractor on the redlined Master Design Map Set.

### *Fiber Testing Documentation*

The contractor will be required to test all fiber cables placed as part of this project. Bi-directional OTDR testing may be required, whether the cable is terminated or not. For those cables that are not terminated as part of this scope of services, the Contractor may be required to splice any connectors or harnesses required for completing the testing. Test results that fail to meet manufacturer specifications will require the Contractor to remediate the root cause of the failure(s). Splice losses shall not exceed 0.1 dB and connector related losses shall not exceed 0.3 dB.

The Contractor will deliver all completed test results, including PDFs of each OTDR trace to the Owner or their representative for review. It is assumed that the Contractor will have identified and repaired any issues uncovered in the initial testing and confirmed by retesting. OTDR tests will be completed for 1310 nm and 1550 nm.

## **Response and Selection**

### **Response Format**

Qualified firms should use the information in this section as a guideline for submitting responses. Using a common format allows the evaluation committee to review competing responses equally. Please prepare responses in a simple and straightforward manner with concise information. Ensure provided information is accurate, complete, relevant, and provides clarity as to its content.

### **General Requirements**

Qualified firms submitting responses shall submit three (3) bound copies of all responses, as well as an electronic copy in searchable PDF format. Delivery of electronic copies may include CD media and/or USB storage devices. Only one (1) copy of electronic media is required per submission.

Use standard 8.5" by 11" paper with at least 0.75" margins. Preferred body font is Calibri or Times New Roman at 11 point or any similarly easy to read font. Use bold, italics, and underline sparingly. Please keep proposal page counts to a minimum supplying only relevant and important information.

**Bids may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include the Bid title and #BD2020-007 in the subject line of the email. If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds MUST be received prior to the bid opening date and time.**

All proposals must contain the following and in the order listed below:

#### **A. Title Page**

Please provide a title page including the following information:

<p><b>FTTP Construction RFP</b> BD 2020-007</p> <p>City of Glenwood Springs Broadband Department</p> <p>Prepared By: Firm Name Address</p> <p>Primary Point of Contact Contact Information</p> <p>Date</p>
--

Please do not use City graphics such as the City logo or seal without express consent.

B. Executive Summary and Company Profile

*Executive Summary*

Please include a brief narrative highlighting your firm’s qualifications and experience. Briefly summarize how your firm will provide the Owner value through the successful completion of this phase of the project.

*Company Profile*

Include a profile of your company including number of employees, and time in business. Provide a brief overview of provided services.

C. Team profile and qualifications

*Team Qualifications*

Include a summary of qualifications and experience for all key individuals who will work on this project as part of your team. Please include the expected amount of involvement and time commitment for each team member.

D. References and Prior Projects

*References*

Provide a minimum of five (5) professional references. Please provide the name, address, telephone number, and email for the primary contact person for the company/organization, along with a brief description of the services provided and an approximate dollar value of work completed. Please use the following format for references:

<p><b>Organization Name</b> Address</p> <p>Primary Contact Name Telephone Number Email Address</p>
--

Description of services provided.

The quality of the references provided will be ranked based on similarity of organization, scope of project, and financial success of project.

### *Prior Projects*

Please include a summarized list of related project experience. Include a brief overview of the project, approximate project value, and the start and end time of the project. Describe the outcome of the project.

## E. Approach to Work and Work Samples

### *Approach to Work*

Use this section to describe the techniques, approaches, and methods to be used in achieving the desired results for the Owner. Use the Technical Requirements Section of this document as a guide to acknowledge the requirement and / or describe the proposed approach to achieve the desired results.

### *Work Samples*

Where applicable, provide relevant work samples in this section.

## F. Compensation and Schedule

### *Compensation*

Complete the provided bid schedule (see attachment xx) that summaries costs of OSP Underground path creation, OSP Fiber cable placement, Technical services including splicing closures and terminal prep, fiber testing and documentation, inventory management and project management. Separately, include any travel and/or reimbursable expenses. Indicate if proposed contract will be a fixed rate, flat rate, or hourly and include any minimum and maximum contract amounts. Include desired payment terms. Upon award of bid, negotiations will occur with the successful qualified firm for compensation.

### *Schedule*

Submit a proposed chronology for completing the work, including a timeline, and deadlines for each task. Use May 15, 2020 as the proposed start date for the proposed work, as the actual start date is to be determined.

## G. Additional Information and Response Exceptions

### *Exceptions*

Note any exceptions to the terms and conditions of the RFP and to the included professional services agreement sample.

### *Appendix A – Additional Information*

Please include any supplemental information to assist in our selection process in this section.

## Selection Process

The evaluation committee will have up to fourteen (14) days after the response due date to review and individually grade each response. Additional time may be required if a large number of responses are received. The evaluation committee will meet after the designated time for review to discuss responses and to award a final score. One or more qualified firm will then be invited to a second interview, which will be conducted in person or via web conferencing, on a date to be determined. Within fourteen (14) days of the last interview, the evaluation committee will reconvene and will provide a recommendation of award to the purchasing manager.

## Selection Schedule

The City will endeavor to use the following timetable:

### Request for Proposal Available (February 18, 2020)

Request for proposal publicly advertised, posted on the City website, and/or direct solicitations distributed.

### Mandatory Pre Bid Conference (February 27, 2020)

Project overview held in Glenwood Springs.

### Prequalification documents due (March 6, 2020)

### Last Day for Questions (March 10, 2020)

All questions must be submitted in writing or via email to the purchasing manager by this date/time.

### Questions, Comments, and Responses (March 11, 2020)

The City will post responses to all questions and comments to the City website at [www.gwscogov/Bids.aspx](http://www.gwscogov/Bids.aspx).

### Proposals Due (March 17, 2020, by 4:00 pm)

All proposals must be delivered to City Hall by.

### Evaluation Committee Review

(tentative)

The Evaluation Committee will review and grade all responses. One or more finalist will be determined, notified, and interviews will be scheduled (TBD).

### Evaluation Committee Interviews

The Evaluation Committee will conduct interviews with qualified firms (TBD).

### Anticipated Notice of Award (May 15, 2020)

## Terms and Conditions of the Request for Qualification

### Method of Payment, Monthly Invoices:

The successful Firm shall submit monthly invoices by the tenth day of each month. These invoices shall be submitted to the City's Finance Department. The invoice shall reflect the appropriate Purchase Order, the service location(s) and the type of service provided to the City in the prior month. Contractor's application for payment attached.

Response to Questions:

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Manager, Purchasing Department, City of Glenwood Springs, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado 81601, bidresponse@cogs.us, fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Manager by March 10, 2020.

Any official interpretation of this Solicitation must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

Respondent Due Diligence:

Each respondent shall judge for themselves as to all conditions and circumstances having relationships to the RFP, and become informed about the unique challenges of working in the City of Glenwood Springs. Failure on the part of any respondent to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its RFP.

Confidential or Proprietary Information:

All submittals in response to this RFP become public record and therefore become subject to public inspection. Any confidential information contained in your submittals must be clearly identified as such or it will not be treated as confidential or proprietary by the City and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of proprietary or confidential information by the respondent places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. Submittals in their entirety cannot be specified confidential or proprietary.

Amendments

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the respondent to make an adequate interpretation of this RFP, a supplement to the RFP will be provided to each potential Respondent who has obtained a RFP and registered with the City's Purchasing Manager. Amendments to this RFP may be issued at any time prior to the time set for receipt of Qualifications. Respondents are required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed RFP submittal.

Withdrawal or Modification of RFP

Any respondent may modify or withdraw a RFP in writing at any time prior to the deadline for submission of the RFP. Any request for withdrawal of a RFP must be signed by the individual who signed the initial RFP.

Acceptance

- A. Any RFP received shall be considered an offer, which may be accepted by the City of Glenwood Springs based on initial submission without discussions or negotiations.
- B. Acceptance time. By submitting an offer in response to this solicitation the respondent agrees that any offer it submits may be accepted by the City of Glenwood Springs at any time within 90 days from the closing.
- C. The City of Glenwood Springs reserves the right to reject any or all offers received in response to this solicitation and to waive informalities and minor irregularities in offers received, and/or to accept any

portion of the offer if deemed in the best interest of the City of Glenwood Springs.

- D. Failure of the respondent to provide in its RFP any information requested in the RFP may result in rejection for non-responsiveness.

#### RFP Preparation Cost

Expenses incurred by prospective respondents in preparation, submission, and presentation of this RFP are the responsibility of the respondents and cannot be charged to the City.

#### Award

It is the intent of the City of Glenwood Springs to select the firm or team best qualified and technically able to provide the required services. Selection of a firm or team will be made on the Qualifications received as set out in the Selection Criteria.

#### Submittal Ownership

- A. All materials submitted with regard to this solicitation become the property of the City and will only be returned at the City's option. The City shall have the right to use all ideas or adaptations of the ideas contained in Qualifications received, subject to the confidential or proprietary limitations contained herein. Disqualification of any document does not restrict or eliminate this right.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response requests otherwise and specific parts of the response can be shown to be exempt from public information. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Glenwood Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.
- C. This is not a public bid opening, therefore, the City of Glenwood Springs will not release any information except for a list of vendors who submitted qualifications. The City of Glenwood Springs will confirm receipt of your RFP if requested.

City of Glenwood Springs  
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_