

Request for Proposal

MANAGEMENT OF EXISTING FIBER

RESPONSES DUE:

November 26, 2021 prior to 4:00 p.m.

Montezuma County

109 West Main, Room 100

Cortez, CO 81321

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REQUEST FOR PROPOSAL for MANAGEMENT OF EXISTING FIBER

Located in Southwest Colorado, Montezuma County encompasses approximately 2200 square miles, as well as having four municipalities. These are; City of Cortez, Town of Dolores, Town of Mancos and the Tribal town of Towaoc. The rural geography of Montezuma County makes it the ideal location to bridge the Rural/Urban Digital Divide and build a state of the art Broadband FTTH Project.

Currently Montezuma County and the City of Cortez has constructed what is to be the first phase of the Fiber buildout. The City of Cortez and Montezuma County are not in a position to manage a large portion of said Fiber at this time.

SECTION 1: INTRODUCTION AND BACKGROUND INFORMATION

A. General/Background

In July of 2021, Montezuma County and the City of Cortez successfully completed a fiber buildout that encompasses the following:

- 1728 count of Express Ribbon Fiber running from the 2210Cortez Neutral Carrier Hotel located at 2210 East Main Street, Cortez, CO and following a route that ends at 7th Street and Sligo within the City Limits Boundary.
- 864 Count of Express Ribbon Fiber running from 7th Street and Sligo in Cortez, and following a route that takes it to G.2 2210Cortez FiberHut South of Cortez, located in the Montezuma County Boundaries.

B. Current Fiber Allocations

The Express Fiber Cable is allocated in the following manner:

- 432 Count – Montezuma County
- 432 Count – City of Cortez

C. Scope of Fiber Management

The proposal is for management of 620 Count of Fiber that runs from 2210 Main Street, Cortez, Colorado, to a fiber hut that is located on Montezuma County Road G.2. The following are non-negotiable areas:

- Fiber is currently spliced at head-end, herein referred to as 2210Cortez, and all cross-connect is done there.

- Cortez2210 Fiber Hut on G.2 is the meet-me location for the end of the Express Cable, and all cross-connect is completed there.
- All Fiber Splicing that is to take place, must be done by an authorized splicer of Montezuma County's choosing.
- Fiber must remain open to multiple providers. (No exclusivity is accepted)

SECTION 2: SCOPE OF WORK

Interested private sector businesses are encouraged to respond to this RFP **Responses do NOT need to include offering services to all areas within the Region; however, preferences for responses are to address all communities and counties.** We do realize that the technology solution or financial model may differ for various communities and counties.

A. Options for Consideration:

1. Marketing of Fiber to the community.
2. managing dark fiber strands and distributing Indefeasible Right of Use Agreements (hereinafter "IRUs") to third-party service providers.
3. Identify key routes, entrances, and redundancy options, and sell IRUs to future Carriers, Service Providers, Network Providers, Small Cell Backhaul Providers, Connectivity and other customers.
4. Maintain and make any necessary repairs to the 2210Cortez Inside Plant and the 2210Cortez Fiber Hut.
5. Revenue Sharing.
6. Period Review; for the purpose of jointly evaluating the terms and conditions and the overall status of the working relationship between the parties. Both parties should notify one another if primary point of contact change.
7. Equitable Pricing for equal fairness to Providers.
8. Work with 2210Cortez on Cross-Connect Fees.

SECTION 3: PREPARATION AND SUBMITTAL OF PROPOSALS

Anticipated Schedule

- Request for Proposal available November 17, 2021
- Inquiry deadline, no questions after this date November 23, 2021
- Submittal deadline for proposals November 26, 2021
by 4:00 p.m. MST

Submission: Each proposal shall include **One (1) hard copy** placed in a sealed envelope and marked clearly on the outside **"FIBER MANAGEMENT PROPOSAL.** Offerors are

required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Fiber Management. For proper comparison and evaluation, the Owner requests that proposals be properly formatted. Proposals must contain all of the following information to satisfy the requirements of this RFP:

A. Vendor Acknowledgement.

1. Vendor Statement Document:

Please include the filled out document on the following page with the bid.



Vendor Acknowledgement.

I have read and understand the specifications and requirements for this bid and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to complete PROFESSIONAL SERVICES AGREEMENT with Montezuma County. If contract is not completed and signed within 30 days, Montezuma County reserves the right to cancel and award to the next highest rated firm.

VENDOR NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

BIDDER'S NAME: _____

SIGNATURE: _____

- B. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Vendor agrees to all requirements herein.
- C. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a potential partner to Montezuma County and include prior experience in similar projects. Provide a description of your company's experience in providing high-speed city-wide or county-wide networks. Describe any similar projects where your company entered into a Public Private Partnership with a government agency.
- D. Strategy and Implementation Plan:** Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The narrative should describe which options described in the Scope of Work would be considered under a Public Private Partnership with Montezuma County. The narrative should address the each of communities and counties. Describe any other potential arrangement where Montezuma County and its member communities could better facilitate a public private partnership to better broadband services in the region.
- E. Services and Pricing.** Provide a detailed description of the services that will be provided.
- F. References:** A minimum of three (3) **references** with their names, addresses, email and telephone numbers that can attest to your experience in projects of similar scope and size.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 4: EVALUATION CRITERIA AND FACTORS

Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

Intent: It is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein. Qualified respondents will be considered.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all proposals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Proposed Structure of Partnership
- References
- Services and Pricing

Oral Interviews: The Owner may invite qualified proposers to participate in oral interviews.

Award: Firms may be chosen or disqualified based on the criteria listed. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Vendor.

SECTION 5: DEFINITIONS

TERMS: The following terms will apply to this RFP and to any subsequent contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

1. "Contract" means the written agreement resulting from this RFP executed by Montezuma County and the Vendor;
2. "Contractor" or "Provider" means the successful Applicant to this RFP who enters into a written Contract with Montezuma County;

3. "County" means the participating jurisdictions of City of Cortez, Town of Dolores, Town of Mancos, Ute Mountain Ute tribal lands, and rural sections of Montezuma County and other public institutions; businesses, and residents within the above jurisdictions.
4. "Firm", "Proposer", "Vendor", or "Bidder" means an individual or a company that submits, or intends to submit, a proposal in response to this "RFP".
5. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
6. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
7. "Owner" is Montezuma County and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Vendor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Vendor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
8. "Vendor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Vendor or his authorized representative. The Vendor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Vendor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
9. "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

Exclusion: No oral or faxed proposals shall be considered.

Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 3. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP. Sole authority to authorize addenda shall be vested in the Owner. Addenda will be issued electronically to Montezuma County at spowers@co.montezuma.co.us Offerors shall acknowledge receipt of all addenda in their proposal.

Exceptions and Substitutions: Proposals meeting the intent of this RFP may be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.

Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

Response Material Ownership: All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in this section under **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.

Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

Sales Tax: Montezuma County, City of Cortez, Town of Mancos, Town of Dolores and Towaoc are, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with an Owner employee or Board Member, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.