



TOWN OF PALIASDE

REQUEST FOR PROPOSALS DESIGN BUILD RFP-PAL-IT-1-23

Broadband Middle Mile & Carrier Neutral Locations

In accordance with Chapter 4, Article V of the Palisade Municipal Code, Palisade Procurement Policy (“PPP”), Town of Palisade is soliciting competitive sealed Proposals from qualified Design/Build firms to design and construct Broadband Middle Mile & Carrier Neutral Location services at a location in Palisade, CO.

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SECTION 1 INTRODUCTION AND INSTRUCTIONS TO OFFERORS

- A. DOCUMENTS.** READ THIS REQUEST FOR PROPOSALS (“RFP”) AND ALL ATTACHMENTS TO THIS RFP TOGETHER IN ORDER TO UNDERSTAND YOUR RIGHTS, DUTIES AND OBLIGATIONS UNDER THIS RFP.
- B. TERM OF CONTRACT.** It is intended that this RFP will result in the award of a contract. The proposed initial term of that contract is February 1, 2023 through December 31, 2023. It is anticipated that a Notice to Proceed will be issued on or around February 14, 2023. Unless otherwise limited by an applicable statutory provision (e.g., §30-11-109, C.R.S., as amended), or the specific terms of the Scope of Work or Services any Purchase Order or Contract awarded as a result of this RFP may be renewed at the option of the parties for two additional terms of one (1) year each.
- C. QUALIFICATION OF OFFERORS.** Each offeror must have been primarily engaged in a business that delivers goods or provides services similar to those requested in this RFP for at least 24 months prior to the date this RFP is issued. Each Proposal must establish that the offeror is “responsible” and the Proposal is “responsive” to the terms and conditions of this RFP. For this RFP, “responsible” is defined as: potential vendors who have submitted bids or proposals and who have the capability to fully perform all contract requirements as well as the experience, integrity, reliability, capacity, facilities, equipment and credit assuring good faith performance. Past performance, financial capabilities, and business management may be included as criteria for determination of a bidder’s ability to satisfy contract requirements., Non-responsive is to mean a Proposal that does not conform in all material respects to the requirements set forth in the IFB or RFP.
- D. PRINTED FORM OF PROPOSALS.** All Proposals must state the proposed amount for the delivery of the requested services both in words and figures and be signed in ink by an individual who has actual authority to sign the Contract. If a “Price Schedule” is submitted as part of a Proposal, then it must be signed by an individual who has actual authority to sign the Contract. If a “Delivery Schedule” or “Work Schedule” is submitted as part of a Proposal, then it must also be signed by an individual who has actual authority to sign the Contract. A “Delivery Schedule” or “Work Schedule” must also state the delivery date for all goods or the commencement date for all services that are the subject of this RFP. The Delivery Schedule or Work Schedule must conform to the commencement and completion dates of the Contract. The submitted proposal must be labeled as **“Broadband Middle Mile & Carrier Neutral Location, RFP-PAL-IT-1-23”**.
- E. DELIVERY OF PROPOSALS.** Town of Palisade will only accept electronic proposal submissions. All proposals must be submitted via email to finance@townofpalisade.org. It is the responsibility of the vendor to ensure that electronic proposals are submitted prior to proposal closing time. Electronic proposals shall be uploaded as a single PDF file. All late proposals will be deemed Non-responsive and disqualified from further consideration.



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F. OPENING OF PROPOSALS. Proposals will be electronically opened after the proposal closing time of **3:00 P.M. on Thursday, January 19, 2023** in the presence of one or more witnesses in the **Town of Palisade Finance Department, 175 East 3rd Street, Palisade, CO 81526**. The name of each proposer and other relevant information, as deemed appropriate by the Finance Department, shall be recorded at the proposal opening. The record and each timely submitted proposal that was received and opened in response to this RFP are public records in accordance with §24-72-201, *et seq.* C.R.S., as amended, and shall be available for public inspection by appointment only.

G. ACCEPTANCE OF PROPOSALS. All Proposal information is subject to analysis, legal review, and other required approvals prior to the award of any contract. Therefore, all timely received Proposals shall be unconditionally accepted without alteration or correction, except as may otherwise be authorized by applicable provisions of the PPP. An offeror may not alter or change any price or other information in a Proposal after it has been opened if the Finance Director deems alteration or change prejudicial to the Town of Palisade or fair competition.

H. EVALUATION OF PROPOSALS. Proposals shall be evaluated based on the requirements set forth in this RFP, which may include, but is not necessarily limited to, the consideration of such factors or criteria as: inspection, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Prior to the award of a contract, the Finance Department may contact an offeror to: clarify any patent or latent ambiguities in a Proposal; or, to clarify that an offeror clearly understands the requirements of this RFP and that a submitted Proposal conforms to the requirements of this RFP. Proposals may, but are not required to, be judged on the basis of: (a) the offeror's qualifications, (b) the total amount of the Proposal (including any unit prices set forth in that Proposal), (c) warranties, (d) experience, (e) past performance, (f) delivery times, dates, charges, and location, (g) any long- range cost(s), and, (h) any other information that may be requested in this RFP. If a conflict exists between unit prices and total prices in a Proposal, then unit prices shall govern. The Town of Palisade may make such investigations, as it deems necessary, to determine the ability of any offeror to timely and satisfactorily perform the work described in this RFP. An offeror shall furnish the Town of Palisade all information and data that it may request. The Town of Palisade reserves the right to reject any Proposal if the information submitted by, or the investigation of, an offeror fails to satisfy the Town of Palisade that an offeror is properly qualified to deliver the requested goods or, timely and satisfactorily complete the work described in this RFP within the budget provided by that offeror. The Town of Palisade may reject any or all Proposals it receives for any bona fide reason, including but not limited to submitting a "conditional" or "qualified" Proposal. The Town of Palisade specifically reserves the right to reject any Proposal that is not submitted by a responsible offeror and/or is not otherwise responsive to the terms and conditions of this RFP.

I. BINDING EFFECT OF SUBMITTED PROPOSALS. Unless otherwise specified by applicable provisions of the PPP or the Finance Department, all timely submitted Proposals



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shall be binding upon the submitting offeror for a period of not less than sixty (90) calendar days following the Proposal opening date. The Procurement Department may request an offeror to extend this period of time if necessary to complete the solicitation and contract award process.

J. WAIVER OF MINOR INFORMALITIES OR IRREGULARITIES IN PROPOSALS.

The Town of Palisade reserves the right to waive any minor informality or irregularity in a timely submitted Proposal if it is in the best interests of the Town of Palisade or fair competition.

K. ERRORS IN PROPOSALS. Any error in a Proposal that is not withdrawn prior to the award of a contract shall not relieve the submitting offeror from any obligation to provide the goods or services to be acquired through this RFP at the prices stated in that Proposal.

L. WITHDRAWAL OF PROPOSALS. An offeror may request in writing to withdraw a Proposal it has submitted at any time prior to the date a contract award is made. If an offeror claims that it has made an error in its Proposal, then clear and convincing written proof of that error must be submitted to the FINANCE DEPARTMENT before that Proposal may be withdrawn.

M. REJECTION OF PROPOSALS OR CANCELLATION OF REQUEST FOR PROPOSALS. The Town of Palisade reserves the right to reject, in whole or in part, any timely submitted Proposal that fails to comply with the material terms and conditions of this RFP; or, is otherwise not in the best interests of the Town of Palisade or fair competition. The Town of Palisade reserves the right to cancel this RFP, in whole or in part, at any time, if it is in the best interests of the Town of Palisade or fair competition.

N. RESIDENT PREFERENCE. This acquisition is eligible under Chapter 5 **Article V Section 4-84, n BID PREFERENCE – MESA COUNTY RESIDENT BUSINESS.** A seven and a half percent (7.5%) scoring advantage during the establishment of any competitive range shall be applied to all local bidders. Firms interested in receiving a Local Vendor Designation must claim this designation in the RFP and provide compelling evidence in support of this designation.

O. DETERMINATION OF NON-RESPONSIBILITY. An offeror who otherwise would have been awarded a contract is found to be “not responsible” by the Finance Director, then the Finance Director shall make a written determination of its findings and promptly send a copy of those findings to the non- responsible offeror. The written determination shall be part of the permanent contract file and is a public record available for inspection pursuant to §24-72-201, *et seq.*, C.R.S., as amended.

P. AWARD. Purchase orders or contracts shall be awarded with reasonable promptness by written notice to the most responsive offeror whose Proposal is the best value (i.e., most advantageous) for the Town of Palisade. If all Proposals timely submitted in response to this RFP exceed the amount of funds available to the Town of Palisade, as determined by the Finance Department, then the Finance Department may negotiate an adjustment in the original scope



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of work and price with the lowest responsible and responsive offeror if time or economic considerations preclude re-solicitation.

Q. PROTESTS. An aggrieved offeror may file a written protest of this solicitation or any resulting contract award with the Town Administrator within seven (7) calendar days of the date the aggrieved offeror knew, or should have known, of the facts giving rise to the claim.

R. RESERVATION OF RIGHTS. The Board of Trustees of the Town of Palisade reserves the right to make its selection decision after consideration of any other relevant factors it deems appropriate to that decision. The Board of Trustees of the Town of Palisade reserves all other rights, whether express, implied, or inherent, that it may have as a political subdivision of the State of Colorado.



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SECTION 2 STANDARD TERMS OF THE RFP

A. SCOPE OF WORK. The Scope of Work is attached hereto as **Attachment A**, is made a part hereof and is incorporated herein by this reference.

B. EXAMINATION OF DOCUMENTS. Each offeror should thoroughly examine, and be familiar with, the specifications and any Scope of Work attached to this RFP. The failure or omission of an offeror to receive or examine any addendum, blue print, document, drawing, form, instrument, plan, specification, statement of work, or any other document shall not relieve that offeror from any performance obligation contained in this RFP.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

1. By submitting a Proposal, an offeror certifies and, in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a. the prices in the Proposal were arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other competitor;

b. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the offeror and will not be knowingly be disclosed by the offeror prior to award, either directly or indirectly, to any other offeror or to any other competitor; and

c. no attempt has been made by the offeror to induce any other person or firm to submit, or not to submit, a Proposal for the purpose of restricting competition.

2. The person signing the cover page of a Proposal certifies that:

a. that person is responsible for that organization's decision as to the prices being offered in the Proposal and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c. above; or

b. that person is not responsible for that organization's decision as to the prices being offered in the Proposal but that the person has been authorized in writing to act as the agent with actual authority for the persons responsible for that decision, by certifying that such persons have not participated, and will not participate, in any action contrary to 1.a. through above, and as the agent does hereby so certify; and that the agent has not participated, and will not participate, in any action contrary to A (1) through (3) above.

3. A Proposal may be deemed non-responsive and not considered for a contract award if 1.a., 1.c., or 2. above have been deleted or modified. If 1.b. has been deleted or modified, the Proposal may be deemed non-responsive and not considered for a contract award unless the offeror furnishes with its Proposal a signed statement that sets forth in detail the circumstances of the disclosure; and, the Finance Department determines that such disclosure was not made for the purpose of restricting competition.



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D. QUESTIONS REGARDING THIS RFP. Any questions about the terms and conditions of this RFP, or any addendum or attachment hereto, shall be submitted to Travis Boyd, Finance Department electronically or in writing by **3:00 P.M. on Monday, January 9, 2023.**

Email Questions to finance@townofpalisade.org

Questions in hard copy drop format drop off at 175 East 3rd Street, Palisade, CO

Inquiries received after this date may not receive a response.

E. INTERPRETATIONS AND ADDENDA. If it becomes necessary to revise any part of this RFP, then a written "Addendum" shall be issued. The Town of Palisade is not bound by any oral changes, clarifications, or representations made by Town of Palisade employees, unless those oral changes, clarifications, or representations are provided in a written Addendum to this RFP.

F. PROPRIETARY OR CONFIDENTIAL INFORMATION. All materials submitted in response to this RFP will become a public record and subject to inspection following final selection of an offeror and the award of a contract. Any offeror who requests that material be treated as "proprietary" or "confidential" must clearly identify that material and it must be easily separable from the rest of its Proposal. A written statement must be submitted with the Proposal that clearly states the offeror's asserted justification(s) for the request. It is not acceptable to label an entire Proposal as "proprietary" or "confidential".

1. Request for Confidential/Proprietary Classification. The Town of Palisade neither requests nor encourages the submission of "proprietary" or "confidential" information in response to this RFP. Information submitted will be open for public inspection upon completion of the RFP process and the award of a contract based on this RFP. If an offeror wants the Town of Palisade to treat certain information as "proprietary" or "confidential", then that offeror shall submit a written statement, as part of its RFP package, to the Finance Department.

The written statement must comply in all respects with the procedures listed below. Adherence to these procedures remains the **SOLE RESPONSIBILITY** of an offeror. The written request for classification of certain materials as either "proprietary" or "confidential" will be reviewed and either approved or denied by the Finance Department. If denied, an offeror will have the opportunity to withdraw its entire Proposal, or to remove the "proprietary" or "confidential" materials from its Proposal.

2. Procedures for Submission of "Proprietary" Or "Confidential" Information

a. A written request for classification of certain materials as either "proprietary" or "confidential" shall be submitted by the offeror with its Proposal documents.

b. The written request will be enclosed in an envelope marked "REQUEST FOR PROPRIETARY/CONFIDENTIALITY CLASSIFICATION" and attached to the cover of the original Proposal with the offeror's original signature.

c. The written request must specifically state and identify by page number, what elements of the Proposal are to remain proprietary or confidential. The request must also identify the basis for the claim that the information is proprietary or



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confidential. If necessary, the offeror shall include a citation to any applicable federal or state statute the offeror believes grants the offeror the right to have such information classified as either proprietary or confidential.

d. Proprietary or Confidential information must be readily identified, marked, separated, and packaged from the rest of the Proposal. Co-mingling of proprietary or confidential information and other information is NOT acceptable.

e. The Finance Department will make a written determination as to the apparent validity of any request by an offeror to classify certain information as either proprietary or confidential. This written determination will be sent to the offeror.

Proposals not following this procedure may be declared non-responsive by the Finance Department and given no further consideration.

COST, PRICING INFORMATION, NOR A TOTAL PROPOSAL WILL BE DEEMED "PROPRIETARY" OR "CONFIDENTIAL" BY THE FINANCE DEPARTMENT.

G. CONTRACT PRODUCTS - OWNERSHIP RIGHTS. All products, written or otherwise, produced as a result of any contract awarded under this RFP shall be the sole property of the Town of Palisade unless otherwise agreed to in writing by the parties. Any exceptions must be outlined in detail. Unsupported exceptions to this requirement may serve as cause to reject a Proposal. Products shall include, but are not necessarily limited to: original materials, including any applications, data, data spreadsheets, designs, documents, electronically or magnetically recorded or stored media of any kind, drawings, hardware, licenses, maps, meeting minutes, notes, reports, software, specifications, or studies that are expressly developed or created by the successful offeror for the Town of Palisade pursuant to this RFP and any resulting contract.

The purchase of licenses for use of an offeror's software shall not be interpreted to mean the purchase of the actual application or software. Ownership of the specific application and software selected under this RFP shall remain with the selected offeror. Unless expressly authorized in writing by the Town of Palisade, the successful offeror shall not be allowed use of any materials furnished by, or produced for the Town of Palisade for any purpose other than for the completion of the works described herein.

H. ASSIGNMENT AND DELEGATION. Except for the assignment of accounts receivable or antitrust claims, the successful offeror may not assign any right or delegate any duty without the prior express written consent of the Town of Palisade.

I. AUDITS. The Town of Palisade reserves the right to require the successful offeror to have an audit conducted of its program at least once every three (3) years. If the successful offeror has not had an audit conducted in the three years prior to the award of any contract hereunder, and the Town of Palisade believes in good faith that one is required, then the successful offeror must begin an audit within six (6) months of the date a contract is awarded to that offeror. The Town of Palisade reserves the right to approve the selected auditing firm. A complete copy of the audit must be provided to the Town of Palisade within five (5) working days of its completion. The Town of Palisade will negotiate directly with the successful offeror regarding any exceptions or findings from that audit.



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J. LEGISLATIVE CHANGES. The Town of Palisade reserves the right to amend any contract awarded pursuant to this RFP in response to any legislative changes which affect that contract.

K. USE OF THE TERMS “ATTACHMENT” AND “APPENDIX.” For the convenience of prospective offerors and members of the evaluation committee, the term “Attachment” will be used exclusively for any Town of Palisade provided attachments, and the term “Appendix” will be used exclusively for any offeror submitted materials.

L. CHOICE OF LAW AND VENUE. The laws of the state of Colorado shall govern the enforcement, execution, formation, interpretation, performance, and validity of this RFP and any contract that results from this RFP. The exclusive venue for any action related to this RFP or any resulting contract is the district court for the Twenty First Judicial District of the State of Colorado.

M. EXCEPTIONS TO RFP. EACH PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP SHALL LIST ANY DEVIATION(S), EXCEPTION(S), OR VARIATION(S) TO OR FROM:

THE TERMS AND CONDITIONS OF THIS RFP, THE TERMS AND CONDITIONS OF ANY ATTACHMENT(S) TO THIS RFP, THE TERMS AND CONDITIONS OF ANY ADDENDUM TO THIS RFP, AND, THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT. THE SECTION OF A PROPOSAL CONTAINING ANY SUCH DEVIATION(S), EXCEPTION(S), OR VARIATION(S) SHALL BE CLEARLY LABELED “EXCEPTIONS TO RFP”. THE FAILURE OF AN OFFEROR TO NOTE A DEVIATION, MAKE AN EXCEPTION, OR LIST A VARIATION TO THE TERMS AND CONDITIONS OF THIS RFP, ANY ATTACHMENT(S) OR ADDENDA TO THIS RFP, OR THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT SHALL BE DEEMED AN EXPRESS WAIVER BY THAT OFFEROR OF ANY SUCH DEVIATION, EXCEPTION, OR VARIATION.



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SECTION 3 STANDARD REQUIREMENTS OF THE RFP

A. AFFIDAVIT REGARDING NON-COLLUSION. Each offeror must sign and return the attached “Non-Collusion Affidavit”, attached hereto as **Attachment B**. This Affidavit **must** be signed by the same individual who signs the Proposal. This Affidavit must be signed in front of a notary public. The Town of Palisade reserves the right to reject any Proposal if evidence of collusion exists between offerors. Finance Director is required to transmit a written notice of the facts giving rise to its suspicion of collusion or other anti-competitive practices to the Office of the District Attorney for the Twenty First Judicial District and the Office of the Town of Palisade Attorney. The Town of Palisade may decline to accept future Proposals from any offeror determined to have engaged in collusive activities for a period of time not to exceed five (5) years. By submitting a Proposal in response to this RFP, each offeror certifies that it is not a party to any collusive action or any action that may be in violation of the federal Sherman Antitrust Act. The Town of Palisade may deem any Proposal that does not include a properly executed Non-Collusion Affidavit as non-responsive.

B. COMPLIANCE WITH APPLICABLE FEDERAL, STATE, COUNTY, AND MUNICIPAL LAWS. All offerors must comply with all federal, state, county, and municipal laws applicable to this RFP, including but not limited to: health, labor, and licensing laws. The laws of the state of Colorado shall govern as to the effect, enforcement, interpretation, and validity of this RFP, its award, and any contract that results from this RFP. The exclusive venue for any action related to this RFP is the Twenty First Judicial District of the State of Colorado.

C. INSPECTION AND ACCEPTANCE. The Town of Palisade reserves the right to inspect all goods and services provided pursuant to this RFP prior to accepting those goods or services. The Town of Palisade reserves the right to withhold any payment for any goods delivered or services performed that do not conform to this RFP. The Town of Palisade may require the delivery of substitute goods or the performance of substitute services if it concludes, in good faith, that the original goods or services are defective. Re-delivery or re-performance shall be at no cost to the Town of Palisade. The Town of Palisade may withhold all, or any part, of any payment because of defective tender or performance. Repeated violations of this provision may result in the unilateral termination of the purchase order or contract by the Town of Palisade for cause.

D. NON-DELEGATION AND NON-ASSIGNMENT. The successful offeror shall not delegate any duties or obligations of this RFP and any resulting purchase order or contract without the prior, express, written consent of the Town of Palisade. Except for accounts receivable, the successful offeror shall not assign any rights of this RFP or any resulting purchase order or contract without the prior, express, written consent of the Town of Palisade.

E. SAFETY WARRANTY. All offerors expressly warrant that all services that may be performed pursuant to this RFP shall conform to all applicable rules or regulations of the United States Department of Labor as codified in the Occupational Safety and Health Act of 1970 (OSHA). Failure, without good cause, to comply with any applicable OSHA regulation by a contractor may constitute grounds for termination for cause of that contractor.



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F. INSURANCE. The following provisions shall apply to each offeror who submits a Proposal in response to this RFP. To commence work and receive compensation pursuant to an awarded purchase order or contract, the terms of this paragraph must be satisfied prior to the commencement of work. Each offeror shall procure and maintain, until all its obligations under any awarded purchase order or contract have been fully discharged, including all applicable warranty periods, all insurance required under this paragraph. The insurance requirements set forth herein are minimum requirements for any awarded purchase order or contract and in no way limit the indemnity covenants contained in any awarded purchase order or contract. The Town of Palisade in no way warrants that the minimum limits contained herein are sufficient to protect an offeror from liabilities that might arise out of the performance of the work under any awarded purchase order or contract by that offeror, its agents, directors, employees, officers, representatives, or subcontractor(s) and the offeror is free to purchase additional insurance as it may deem necessary.

Minimum Types and Limits of Insurance: Each offeror shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability- Occurrence Form

The policy shall be endorsed to include the following “Additional Insured” language: “Public Entity, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as ‘Additional Insureds’ with respect to liability arising out of the activities performed by, or on behalf of [name of offeror].”

Minimum Limits:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Automobile Liability (This insurance may be waived if the awarded purchase order or contract does not involve the use of any motor vehicle to perform any of the work under that awarded purchase order or contract)

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of any awarded purchase order or contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Worker’s Compensation and Employers’ Liability



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Minimum Limits:

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$100,000
	\$500,000

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for professional services required by any awarded purchase order or contract.

In the event that the professional liability insurance required by any awarded purchase order or contract is written on a claims-made basis, each offeror warrants that: any retroactive date under that policy shall precede the effective date of any awarded purchase order or contract; and, either continuous coverage shall be maintained or an extended discovery period shall be exercised for a period of two (2) years beginning at the time work under any purchase order or contract is completed.

Minimum Limits:

Each Loss	\$1,000,000
Aggregate	\$2,000,000

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the Public Entity is named as an "Additional Insured", the Public Entity shall be an "Additional Insured" to the full limits of liability purchased by that offeror even if those limits of liability are in excess of those required by any awarded purchase order or contract.

Each offeror's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources of insurance. For the provisions of **Commercial General Liability** and **Automobile Liability** set forth above, the insurance policy must include contractual liability coverage.

All insurance required by this paragraph shall be issued by companies authorized to do business in the state of Colorado and written on forms satisfactory to, filed with, and approved by the Colorado Division of Insurance within the Colorado Department of Regulatory Agencies.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this paragraph shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Finance Director. If cancellation is due to the nonpayment of premiums, then ten (10) days prior written notice may be given. Such notice shall be sent directly to the Finance Department, at the following address: **Town of Palisade, Finance Department, PO Box 128, Palisade, CO 81526.**



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Verification of Coverage: Each offeror shall furnish the Finance Department with certification of insurance (ACORD form or equivalent approved by the Finance Department as required by this paragraph).

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Finance Department before work commences. Each insurance policy required by this paragraph must be in effect at or prior to the commencement of work under any awarded purchase order or contract and remain in effect for the duration of that purchase order or contract and for two (2) years after the completion date of that purchase order or contract, or any extension or renewal thereof. Failure to maintain the insurance policies as required by this paragraph, or to provide evidence of renewal, is a material breach of this paragraph.

Any certificate(s) and any required endorsement(s) shall be sent directly to the Office of Contract Administration at the following address: **Town of Palisade, Finance Department, PO Box 128, Colorado 81526.**

The Town of Palisade reserves the right to require complete, certified copies of all insurance policies required by any awarded purchase order or contract any time.

Approval: Any modification or variation from the insurance requirements in this paragraph shall be made by the Finance Department, after consultation with the Town Manager or Town Attorney's Office. Such action shall not require a formal written bilateral amendment, but may be made by administrative action.

G. TAXES. The Town of Palisade is a political subdivision of the State of Colorado. Accordingly, the Town of Palisade is exempt from federal excise taxes and state retail taxes. Therefore, each Proposal price must be net, exclusive of any calculations for such taxes.

H. TERMINATION DUE TO LACK OF FUNDS. The Town of Palisade may terminate any contract that results from this RFP, in whole or in part, if the Town of Palisade determines, in good faith, sufficient funds will not be available to complete the work. Termination due to lack of funds shall be effected by the delivery of a written notice of termination at least fifteen (15) calendar days before the effective date of termination. The written notice shall specify the extent to which delivery or performance is terminated and the date upon which such termination shall be effective.



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SECTION 4 PROPOSAL FORMAT

A. PROPOSAL. A “Proposal” is a responsive, conforming, unconditional, complete, legible and properly executed offer from a qualified responsible party interested in providing the services outlined in this RFP. It shall be the sole responsibility of the offeror to ensure that its Proposal is in the proper form and in the Town of Palisade’s possession at the designated location on or before the scheduled time on the due date for receipt of Proposals. Proposals will not be returned unless the RFP is cancelled prior to the submittal due date. If this RFP is canceled, then Proposals will be returned unopened, or opened for identification purposes only. Any Proposal received AFTER the submittal due date and time will be returned unopened, or opened only for identification purposes to return that Proposal to that offeror.

B. PROPOSAL FORMAT. Proposals shall be formatted to 8 ½ X 11 inch paper, single spaced in no less than 12-point font. Each Proposal shall contain a table of contents to assist in the evaluation and review of that Proposal. Proposals should be thorough. However, Proposals should not contain redundant information. A Proposal may provide additional materials in appendices attached to that Proposal. Proposal sections should be tabbed, clearly identifiable, and contain the following Parts:

PART I – MAIN PROPOSAL DOCUMENT

1. Introductory Letter. The Introductory letter shall be printed on the offeror’s letterhead and addressed to:

**Janet Hawkinson
Town Manager
Town of Palisade
PO Box 128
Palisade, CO 81526
Phone: (970) 464-5602
finance@townofpalisade.org**

The Introductory Letter shall contain the following information:

- a. a listing of all firms involved in preparing and submitting the Proposal;
- b. a certification that the information and data submitted in the Proposal is true and complete to the best knowledge, information, and belief of the authorized signatory for that Proposal;
- c. the name, telephone number and e-mail address of a single contact person representing the offeror regarding the Proposal;
- d. the title, printed name and signature of the person authorized to commit the offeror for this procurement;
- e. an express statement by the offeror that it consents to the incorporation of its Proposal into any resulting contract;
- f. an express acknowledgement that the Proposal meets all terms and conditions detailed in this RFP;



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g. an express acknowledgement that the offeror has received and reviewed all addenda that may be issued as part of this RFP.

2. **Original Proposal.** A signed, original Proposal with a table of contents must be placed immediately behind the Introductory Letter.
3. **Appendices.** Supporting visuals, diagrams or other documentation or information must be appropriately referenced in the offeror's Proposal and appear at the end of that Proposal. The last appendix may contain offeror provided information not contained in other sections of the Proposal.
4. **Affidavits, Certificate of Good Standing, Licenses, and Certificate of Insurance.** A signed Certification [Regarding the Non-Employment of] Illegal Aliens, a signed Non-Collusion Affidavit, a "Certificate of Good Standing" from the Colorado Secretary of State's office, if the offeror is a domestic of foreign corporation or limited liability company, current licenses for any professional(s) licensed by the state of Colorado who will perform work if a contract were awarded, and a current Certificate of Insurance (ACORD 25 or equivalent) shall be placed at the end of this Part.

PART II – COSTS AND PRICE

Part II of the Proposal shall contain the cost and pricing information for that Proposal. In accordance with paragraphs C. and D. of Section 2 of this RFP, this Part of the Proposal shall include a complete description of all costs associated with the provision of the services described in this RFP.



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SECTION 5 EVALUATION OF PROPOSALS

A. SELECTION COMMITTEE. An evaluation of each timely submitted Proposal will be made by an appointed, impartial selection committee utilizing the evaluation criteria defined in this RFP. The objective of the selection committee is to select the Proposal that clearly demonstrates that the offeror is responsible and responsive to the terms and conditions of this RFP; and, is the “most advantageous”, i.e., “best value” to the Town of Palisade taking into consideration experience, past performance, cost and price, and any other relevant evaluation factors. Numeric scoring of Proposals may be used in some aspects of the evaluation process to identify the strengths and weaknesses in a Proposal. During the evaluation phase, each selection committee member will independently review each Proposal and assign a score for each evaluation factor. The evaluation of each Proposal will be based upon a comparison between the information submitted by an offeror and the specific evaluation criteria outlined below. The selection committee will then meet to discuss the Proposals and select the Proposal which is the most advantageous to the Town of Palisade. The selection committee may modify scores if necessary based on those discussions. The scores of each selection committee member will then be averaged for each Proposal. The final decision of the selection committee will be a business decision.

B. EVALUATION CRITERIA. In making its contract award recommendation to the Board of Trustees of the Town of Palisade, Colorado, the selection committee will utilize various evaluation criteria. These evaluation criteria may, but are not required to include: delivery schedules, times, and locations, inspection, testing, quality, workmanship, functionality, suitability for a particular purpose, warranties, an offeror’s qualifications, experience, and past performance, as well as the total amount of the Proposal (including any unit prices in that Proposal), any long-range cost(s), and, any other information that may be requested in this RFP.

C. PROPOSAL SCORING. The factors listed below are designed to incorporate the specific evaluation criteria. Proposals should be submitted in the format requested in this RFP providing sufficient detail to allow the selection committee to determine whether the submitted Proposal evidences: an understanding of Town of Palisade’s needs, requirements and contract terms and conditions; an ability to meet Town of Palisade’s needs; requirements, and contract terms and conditions; the experience and resources necessary to carry out the contracted work in a timely and satisfactory manner; and all costs that are reasonable and consistent with the offered services to meet the Town of Palisade’s needs and requirements.



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PROPOSAL FORMAT AND CONTENT

The Town discourages overly lengthy and costly proposals, however, in order for the Town to evaluate proposals fairly and completely, proposers should follow the format set herein and provide all of the information requested.

Introductory Letter – No Points:

Proposals must include an Introductory Letter containing the following information:

- a. A listing of all firms involved in preparing and submitting the Proposal.
- b. A certification that the information and data submitted in the Proposal is true and complete to the best knowledge, information, and belief of the authorized signatory for that Proposal.
- c. The name, telephone number and e-mail address of a single contact person representing the offeror regarding the Proposal.
- d. The title, printed name and signature of the person authorized to commit the offeror for this procurement.
- e. An express statement by the offeror that it consents to the incorporation of its Proposal into any resulting contract.
- f. An express acknowledgement that the Proposal meets all terms and conditions detailed in this RFP.
- g. An express acknowledgement that the offeror has received and reviewed all addenda that may be issued as part of this RFP.

A proposer's failure to include these items in their proposals may cause their proposal to be determined as non-responsive and the proposal may be rejected.

Understanding of the Project – Maximum 10 Points

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Experience and Qualifications – Maximum 25 Points

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team including any subcontracted work, clearly identifying responsible parties.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [1] Title,
- [2] Job qualifications and/or resume,
- [3] Location where work will be performed,



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Proposers must include a list of a least five (5) projects within the last five (5) years which your team has provided and/or is providing design and construction which are similar to this project. References should include project name, project location/address, size and description of the project, date completed, final construction cost and the Owner contact person name and telephone number.

Price Proposal – Maximum 25 Points

Provide an overall "not to exceed" lump sum price for all design/build services proposed. It is the intent of the Town to design and construct economical facilities that achieve all of the scope of work requirements while being very cost-effective. In addition, proposers must complete Attachment B – Bill of Materials for the Town of Palisade Fiber Laterals. These total lateral costs should be included in the overall “not to exceed” price for the project.

The Town will use the “low cost ratio” method using lowest projected cost, within the competitive range, divided by the proposers projected costs, LPC/PPC to equate fee schedule points.

LPC: Lowest Projected Cost

PPC: Proposers Projected Cost

Proposed Work Plan and Approach – Maximum 20 Points

The proposer must clearly show their recommended design and construction plan that will achieve the scope of work requirements as well as accomplishing those goals within budget. The proposer shall prepare a description of their management and organizational approach and methods for performing the scope of work. This should include the proposed effort for completing the work on schedule and within budget.

Specifically, the proposer should address material supply chain issues affecting project schedules and solution to overcoming fiber optic cable availability. Provide performance “track record” showing the ability to bring similar projects successfully to completion within schedule and budget.

Project Schedule – Maximum 20 Points

The proposer shall prepare a written CPM schedule identifying major tasks, durations, critical path, etc. from the date of Notice to Proceed through the date of Final Completion. The schedule shall identify all major activities for the design and construction of onsite and offsite improvements, agency review, approvals, permits, etc. from NTP to Final Completion. **The anticipated NTP date is on or about 2/1/2023.**

Evaluation Criteria:

The Selection Committee will review and evaluate the written proposals, designs, and schedules based upon the proposer’s demonstrated experience and qualifications in the scope of services required. All proposals will be reviewed to determine if they are responsive.



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Each proposal will be awarded points for each of the categories stated, and each category will be rated from excellent to poor with a percentage attached to the rating. The maximum points will be multiplied by the percentage for each category, providing for a **maximum total score of 100**.

Presentations:

Proposers may be required to make a presentation to the Selection Committee.

D. DISCUSSIONS. After all Proposals have been evaluated, the selection committee may elect to hold discussions with those offerors the selection committee has determined are most reasonably likely to be selected for a contract award. The decision to hold discussions with offerors rests in the sole discretion of the selection committee. Offerors with whom the selection committee desires to hold discussions must come within the “competitive range” as that term is defined below. Offerors in the competitive range will be notified if the selection committee elects to hold discussions with selected offerors.

E. COMPETITIVE RANGE DETERMINATION. If the selection committee decides not to make a contract award based solely on a review of submitted Proposals, then those offerors whose Proposals are in the competitive range (those most responsive to the requirements of the RFP and reasonably susceptible of being selected for a contract award) will be provided an opportunity to enter into discussions with the selection committee. The same evaluation criteria will be employed and each selection committee member will be given the opportunity to modify the original Proposal scores of that selection committee member after discussions have concluded. To assist the Town of Palisade in making its determination of offeror responsibility, offerors in the competitive range may be required to submit: an audited financial statement, a financial statement reviewed by a certified public accountant, a financial statement prepared by a third-party, or another financial statement prepared in the routine course of that offeror's business for the previous three years.

F. OPTIONAL ORAL PRESENTATION. After evaluating the Proposals, the selection committee, in its sole discretion, may request oral presentations from offerors in the competitive range. The purpose of oral presentations and/or system demonstrations is to:

1. Allow an offeror the opportunity to present its Proposal to the selection committee in person.
2. Allow an offeror the opportunity to demonstrate its proposed business solution.
3. Allow the Town of Palisade the opportunity to obtain further clarification of various aspects of a Proposal and to resolve any uncertainties in a Proposal.
4. Resolve possible mistakes in a Proposal by calling such perceived errors to the attention of an offeror without disclosing information concerning other offerors' Proposals.
5. Allow the Town of Palisade the opportunity to ask specific questions of an offeror regarding its Proposal. An offeror should not, however, prepare its Proposal with the assumption that an opportunity for an oral presentation or revisions will be allowed. Rather, the offeror's most favorable Proposal should be



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submitted as its initial written submission. The oral presentation may include (a) discussion(s) for the purpose of clarification and to ensure full understanding of, and responsiveness to, the solicitation requirements.

After all oral presentations have been made the selection committee will again discuss their individual comments and scores.

G. BEST AND FINAL OFFERS. After discussions have been held and any optional oral presentations made, the selection committee may request all offerors in the competitive range to make a “Best and Final Offer” (“BAFO”). If BAFOs are requested by the selection committee, then a date will be set in writing by the Town of Palisade for their submission. Offerors in the competitive range will not, however, be allowed to make comprehensive Proposal revisions (i.e. a complete rewrite will not be allowed). BAFOs are not mandatory, they are only an opportunity to revise if necessary. If no BAFO is submitted, the original Proposal will be considered.



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SECTION 6 SPECIAL TERMS AND CONDITIONS OF THIS RFP

A. SUBMISSION OF WRITTEN QUESTIONS. Written questions regarding the RFP or its attachments must be submitted by email to finance@townofpalisade.org Or in hard copy in person to **Town of Palisade Finance Department, 175 E 3rd Street, Palisade, Colorado 81526** through **3:00 P.M. on Monday, January 9, 2023.**

Questions submitted should be directed to:

Travis Boyd, CPA
Finance Director
Town of Palisade
PO Box 128
Palisade, CO 81526
Phone: (970) 464-5602
finance@townofpalisade.org

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

B. OPTIONAL SOLICITATION PRE-BID CONFERENCE AND SITE VISIT.

An **optional** solicitation pre-bid conference and site visit shall be held as follows:

Date: Wednesday, January 4, 2023

Time: 1:30 PM MST

Location: Palisade Board Chambers, in the Palisade Fire Department - 341 West 7th Street, Palisade, CO 81526



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The purpose of this pre-bid conference and site visit is to give perspective offerors a forum to meet with Town of Palisade personnel to ask questions to better prepare their respective Proposals.

Offerors are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract constitute grounds for a claim of any kind after contract award.

C. PAYMENT AND PERFORMANCE BONDS. If this RFP is for the construction of a public work with a value of Fifty Thousand Dollars (\$50,000.00) or more, then a payment bond at 100% of an offeror's total cost is required as well as a performance bond at 100% of an offeror's total cost.



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SECTION 7 ATTACHMENTS TO THE RFP

A. ATTACHMENTS. The following documents are attached to this RFP:

ATTACHMENT A SCOPE OF WORK
ATTACHMENT B NON-COLLUSION AFFIDAVIT

These documents are incorporated into and made a part of this RFP and any resulting purchase order or contract.



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Attachment A Scope of Work: Design/Build Broadband Middle Mile & Carrier Neutral Locations RFP-PAL-IT-1-23

Town of Palisade is soliciting competitive sealed proposals from qualified Design/Build firms to design and construct Broadband Middle Mile & Carrier Neutral Location services in the Town of Palisade, CO.

Purpose

The Town of Palisade is seeking to improve the towns communications network infrastructure. Palisade intends to develop open-access, middle mile network and carrier neutral location (CNL) site in order to allow providers of last mile service the infrastructure needed to deploy high performance broadband to a greater number of end users.

This RFP focuses on the implementation of improved broadband capabilities in Palisade.

Summary

The Town of Palisade has identified a CNL site at the following location: (see attached maps)

1. Backroom inside the Town of Palisade Fire Department, next to the Board Chambers –
341 W 7th St, Palisade, CO 81526

The intent is to connect the CNL site to CDOT's existing fiber along the I-70 corridor. The Town of Palisade will partner with Region 10 to light up this fiber along I-70.

Description

The services solicited by this request will include a full range of basic and specialty professional services, including but not limited to fiber optic final design and engineering, permitting, turnkey fiber optic construction of the lateral fiber as well as facilitation to construct the CNL facility improvements (security/access, HVAC redundancy, electrical, fire sprinkler adjustments, lighting, security cameras, flooring, and all racking and equipment necessary for a turnkey, carrier-ready site). The selected firm will act as the owner's representative, prepare construction documents, perform all required testing, training of systems, and project closeout.

The Design/Builder shall provide all labor, materials, fiber, tools, equipment, and design services necessary for design and construction of the middle mile laterals and CNL improvements.

The Design/Builder shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits, and for complying with any federal, state, county, and municipal laws, codes, and regulations applicable to the design and performance of the work. The Design/Builder shall adhere to the pertinent requirements and regulations of the Town of Palisade, as well as all Federal, State, and local laws and regulations.

The design of the improvements shall consider and include all requirements of zoning laws, right-of-way easements, environmental and erosion control regulations, laws relating to landscaping, open space, minimum distance from property line, maximum height of building, etc.



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The Design/Builder shall fully investigate the CNL facility and coordinate with Town staff to ensure the most beneficial improvement designs. Design/Builder shall contemplate several meetings throughout the design.

All drawing and plan set submittals shall be phased for review at 50%, 90%, and final construction. Review submittals shall be submitted as needed for design and engineering questions and responses.

Carrier Neutral Locations

The CNL site should be fully inspected by the Design/Builder to determine facility access issues, engineering & design needs, permitting and construction costs, and final build-out requirements. Building improvements should include facility security/access, HVAC redundancy, electrical, fire sprinkler adjustments, lighting, security cameras, flooring, and all racking and equipment necessary for a turnkey, carrier-ready site.

The awarded Design/Builder shall be responsible for all trades and shall prepare all drawings, specifications, and calculations as required to obtain the required approvals and permits from the authority having jurisdiction to construct and allow approved carriers to occupy these facilities. The intent is to allow access to the CNL site with minimal interaction or interruption of existing employees occupying the facility.

The interior architecture should resemble a standard commercial office space and include the components mentioned above.

- Walls and ceilings – paint drywall
- Lighting – LED lighting is anticipated
- Doors/hardware – must match existing facility
- Floor finish – sealed concrete or epoxy finish to minimize dust
- Signage – room identification signage

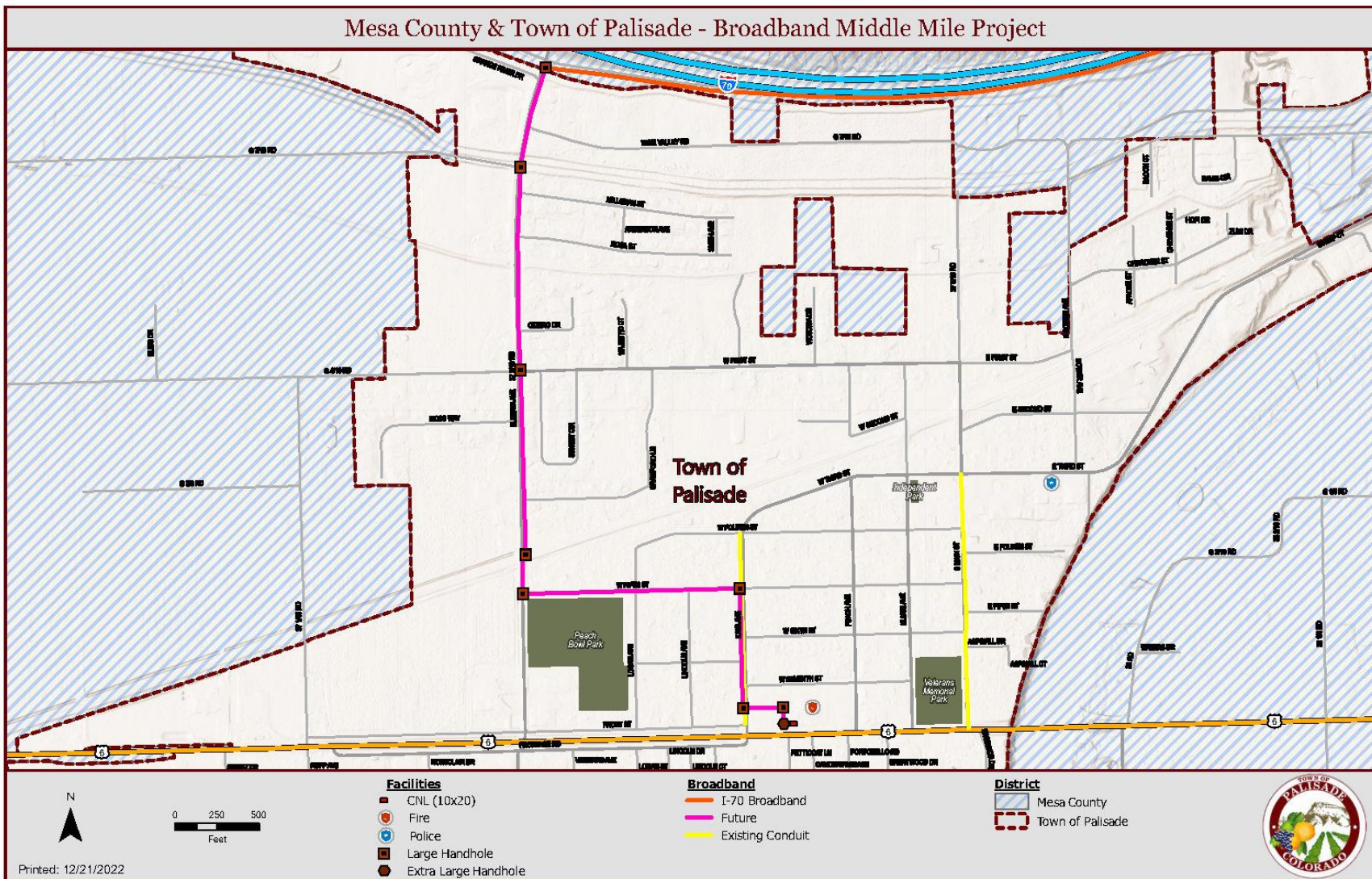
To tour the proposed CNL location inside the building please contact Town Clerk, Keli Frasier, to arrange a tour. KFrasier@townofpalisade.org

Phone: 970-464-5602



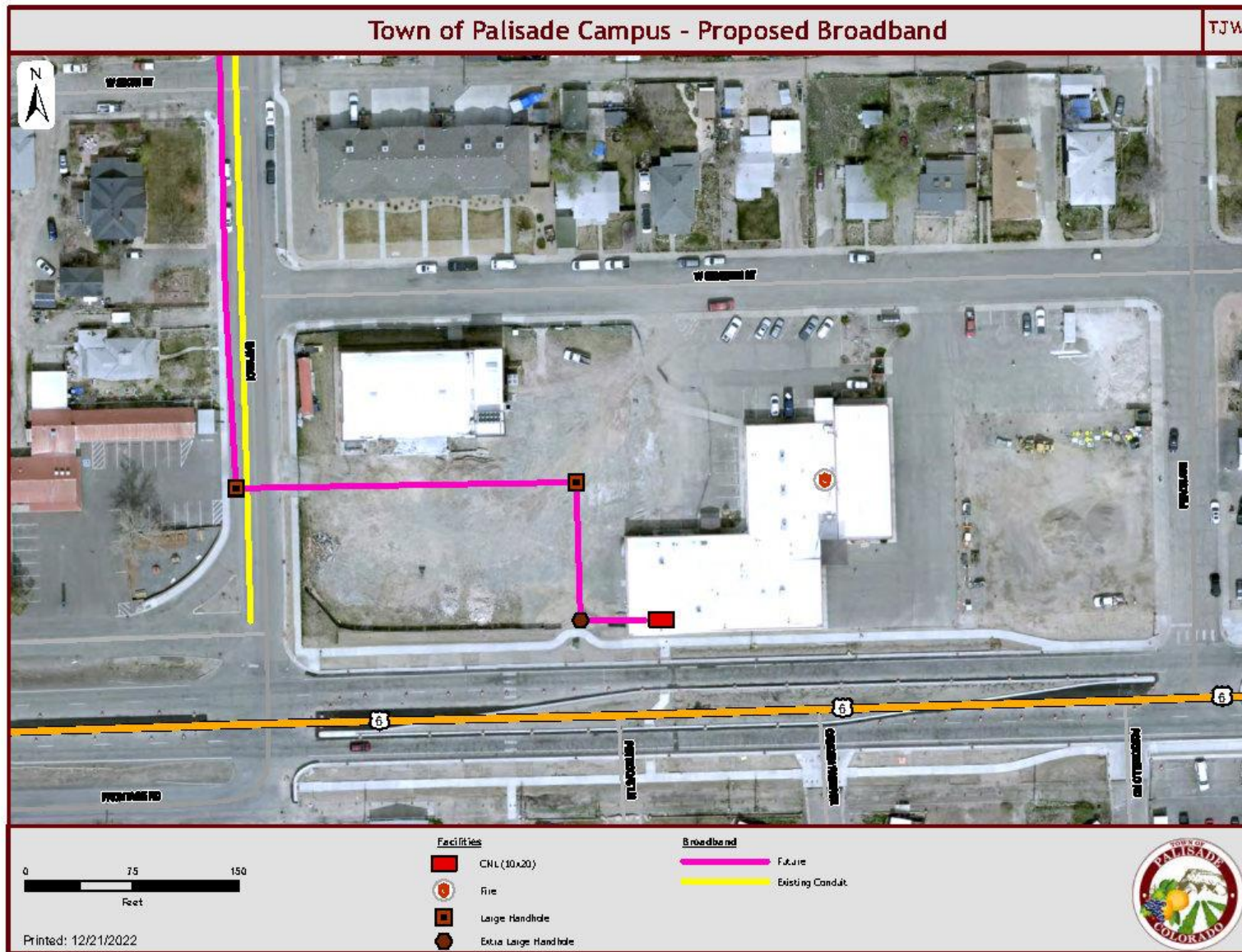
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Mesa County & Town of Palisade - Broadband Middle Mile Project





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Attachment B - Non-Collusion Affidavit

Broadband Middle Mile & Carrier Neutral Locations RFP-PAL-IT-1-23

I hereby attest that I am the person responsible for the final decision as to the price(s) and amount of my firm's bid for this project, or the person with this responsibility has given me written authorization, attached hereto, to make the following statements on his/her behalf and on behalf of my firm:

I further attest that:

1. In arriving at the price(s) and amount of my firm's bid, my firm and I acted independently and did not engage in any consultation, communication or agreement having the purpose or effect of restricting competition in the bidding for this project.

2A. My firm and I have not disclosed any price(s) or amount(s) of my firm's bid to any other prime bidder or potential prime bidder, and my firm and I will not make any such disclosure prior to the bid opening.

2B. No other prime bidder or potential prime bidder has disclosed any price(s) or amount(s) of its bid to my firm or me.

3A. My firm and I have not attempted and will not attempt to solicit, cause or induce any other prime bidder or potential prime bidder to refrain from bidding for this project, to bid higher than my firm's bid, to bid lower than my firm's bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

3B. No prime bidder or potential prime bidder has solicited my firm or me to refrain from bidding for this project. No prime bidder or potential prime bidder has solicited my firm or me to bid higher than another prime bid, to bid lower than another prime bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

4. My firm and I have not reached any understanding, made any agreement, or engaged in any consultation, communication or discussion concerning my firm's bidding higher than another prime bid, my firm's bidding lower than another prime bid, or my firm submitting any high, low, or other form of a noncompetitive or complementary bid for this project. My firm and I are submitting my firm's bid in good faith and not pursuant to any such understanding, agreement, consultation, communication or discussion.

5. My firm has not afforded to award a subcontract, has not offered to award any other agreement pertaining to the purchase or sale of services or materials, and has not offered to pay money or anything else of value in consideration of a promise from another prime bidder or potential prime bidder to refrain from bidding, to bid higher than my firm, to bid lower than my firm, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

6. No prime bidder or potential prime bidder has offered to award my firm a subcontract, to award my firm any other agreement pertaining to the purchase or sale of services or materials, or to pay my firm money or anything else of value in consideration of a promise from my firm to refrain from



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bidding, to bid higher than another prime bid, to bid lower than another prime bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

7. I have made a diligent inquiry of all the members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid for this project. I have been advised by each of them that he/she has not engaged in any communication, meeting, discussion, agreement, understanding or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Garfield County, of the true facts relating to the submission of bids for this project.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING STATEMENTS AND ATTESTATIONS ARE TRUE, ACCURATE AND COMPLETE.

(Please Type Contractor's Firm or Company Name)

DATE: _____

By: _____
Name: _____
Title: _____

(Please type name of 2nd Contractor's Firm or Company Name, if Joint Venture)

DATE: _____

By: _____
Name: _____
Title: _____

SUBSCRIBED AND SWORN TO before me in the County of _____,
State of Colorado, this _____ day of _____, 20__.

My commission expires on: _____.

Notary Public

Note: This document must be signed in ink.