



TOWN REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQP)

**PROJECT: BROADBAND FIBER INSTALLATION AND
CARRIER NEUTRAL LOCATION (CNL)
CONSTRUCTION**

Town of Mt. Crested Butte
P.O. Box 5800
911 Gothic Road
Mt. Crested Butte, Colorado 81225
Office: (970) 349-6632

Released to the Public
February 1, 2024

Proposals Submission Deadline
March 1, 2024

REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQP) FOR BROADBAND FIBER INSTALLATION AND CNL CONSTRUCTION

Town of Mt. Crested Butte, Colorado

Proposal Submittal Deadline: **March 1, 2024 at 3:00 pm** (Mountain Time Zone)

I. RFQP Overview

Project Purpose

The Town of Mt. Crested Butte, Colorado (“Town”) is requesting proposals from licensed professional firms (“Bidder”) to provide broadband fiber installation and Carrier Neutral Location (CNL) construction services (“Project”). The Town desires to contract with a qualified, financially stable, and outside plant cabling installer and construction firm with extensive Colorado experience.

Project Background

The Town is seeking to improve and expand its broadband fiber communications network infrastructure for middle mile connectivity between the proposed Carrier Neutral Locations (CNL) in the Town of Mt. Crested Butte Transit Center and the existing CNL in the Town of Crested Butte. This Project would increase broadband capacity, reliability, and foster last-mile competition to keep costs low. Portions of the Town, particularly in the developing north end, are currently underserved and experience a poor level of broadband service. This Project would provide infrastructure to allow one or more ISP providers of last mile service to deploy high performance broadband throughout Town.

Project Description

This Project involves the construction of a new CNL facility located in the existing Town Transit Center building and the installation of an open-access middle mile line connecting the new CNL with the existing CNL in the Town of Crested Butte. The Town seeks to construct and own both the broadband fiber line and CNL, as opposed to leasing or creating an Indefeasible Right of Use (IRU) of dark fiber from or through the Bidder. This RFQP does not involve ‘Fiber-to-the-Home.’

The Town has partnered with Region 10 for coordination on all aspects of this Project. The Town is also coordinating with the Town of Crested Butte, Gunnison County, and other public entities on this Project.

II. Town Characteristics and Structure

The Town of Mt. Crested Butte, at 9,375 feet in elevation and covering approximately 2.05 square miles, is within the majestic Elk Mountains in northern Gunnison County. The Town operates under a Council-Manager form of government. The Town Manager oversees all Town Departments, reporting to the seven-member Town Council that includes the Town Mayor. Capital projects are overseen by the Town’s Capital Projects Manager, who coordinates among the Town Maintenance, Parks, and Community Development Supervisors, including project budgeting through the Town Finance Department.

III. RFQP Project Services

The services solicited by this RFQP include a full range of basic and specialty professional services. The Bidder shall provide the professional design and construction services (labor, materials, equipment, tools, installation equipment) necessary to successfully implement the Project broadband fiber improvements and CNL installation.

Bidder Project Team Qualifications:

- Broadband and CNL architectural, design and construction services
- Broadband and CNL materials and equipment procurement and installation
- Broadband and CNL performance and quality control-assurance testing / inspection / certification
- Broadband and CNL turnkey operations, including operating maintenance and training
- Public communication and outreach

Bidder must hold a Professional Engineer license in Colorado.

Bidder must hold appropriate Electrical and Plumbing licenses/certifications in Colorado.

Bidder, if applicable, must hold a General Contractors license in Colorado, and appropriately registered.

Project Coordination and Responsibility

The Bidder, without additional expense to the Town, shall be responsible for obtaining necessary permits, certificates, and licensing for this Project, and for adhering and complying with municipal, county, state, and federal regulations, codes and laws applicable to this Project. The Bidder shall consult and provide necessary documentation to the appropriate officials and authorities having jurisdiction as part of this Project.

The Bidder will be responsible for:

- Ascertaining all necessary industry trades and resources.
- Developing final plans and specifications to implement all Project contract/scope tasks.
- Providing construction management and administrative support services.
- Meeting Project quality, schedules, and budget.

The Town will be responsible for:

- Coordinating property owner consent and construction agreement(s)
- Facilitating Town excavation and building permits
- Facilitating coordination and application approval of Fire district permits
- Facilitating coordination and application approval of MTCB Water & Sanitation utility permits
- Submitting funding grant(s)
- Coordinating Traffic Control plans

The Bidder shall coordinate, through reoccurring meetings and site visits, with the Town to ensure the most public-feasible and beneficial improvement designs are considered and incorporated into the Project.

IV. Project Proposed Scope and Work Plan

This Project involves two (2) major tasks:

TASK 1: CNL construction – located in the Town Transit Center building.

TASK 2: Broadband fiber installation connecting new CNL to the existing Town of Crested Butte CNL.

The following describes the **TASK 1** components:

TASK 1: Construct New Carrier Neutral Location (CNL) in Existing Town Transit Center Building

The CNL located in the Town Transit Center building will require demolition and new construction (reconfiguring and remodeling) of internal building structures, involving bearing and non-load bearing walls, to re-purpose space for a dedicated and secured CNL facility.

Task 1 - Sub-Tasks:

Task 1-A: CNL design:

Task 1-A.1: Operational feasibility

Task 1-A.2: Concept, preliminary, and final (stamped) plan drawings and specifications.

Task 1-A.3: Costs

Task 1-B: CNL equipment and material fabrication/procurement

Task 1-C: CNL new construction / facility equipment installation

Task 1-D: CNL performance testing, certification and occupancy readiness

The following is the proposed work plan to implement Tasks 1-A to 1-D:

CNL Construction Tasks:

- Reconfigure walls (drywall/paint), ceiling, and flooring
- Upgrade east door (must be a commercial steel door with security device)
- Close-off south hallway doorway
- Bore fiber conduit in floor from garage level ceiling
- Install and reconfigure utilities (electric, communications, fire suppression, security)
- Install/replace lighting (LED lighting is anticipated)
- Upgrade/refinish floor (sealed concrete or epoxy finish to minimize dust)
- Upgrade fire suppression system
- Install IP security video camera monitoring
- Install alarm monitoring
- Install signage - security access and electrical/fire warning
- Install gas line connection for electrical generator
- Install exterior AC venting with appropriate landscaping

CNL Equipment Installation Tasks:

- CNL Server Racks and Support Bracing (3 to 5)
 - Fiber tray – conduit routing and wires
 - Ladder rack – conduit routing and wires

- Shelving
- IT Cabinet
- Electrical meter / panel connection / Power sub-panel breaker box / Electrical outlet(s)
- Electrical Lines – 120v/15A and 204v/30A
- HVAC with exterior cooling fans and thermostat control (2 wall mounted high efficiency units)
- Electrical generator backup power supply (gas operated)

Exhibit 1: Town Transit Center Proposed CNL – Proposed Location and Fiber Routing

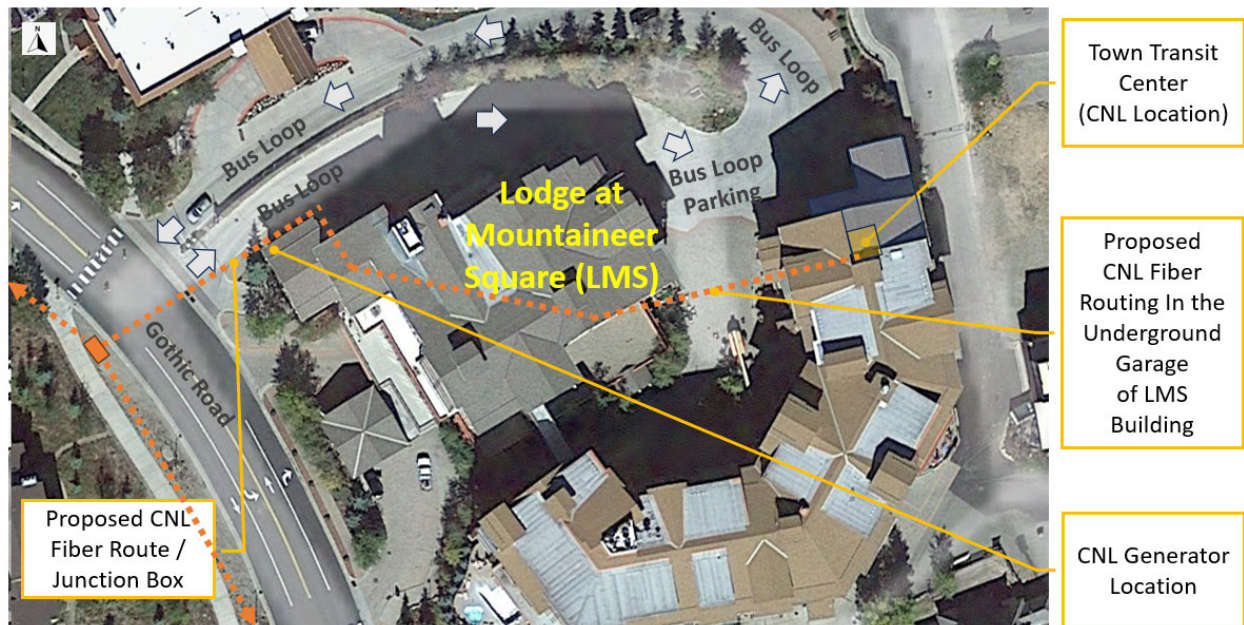


Exhibit 2: Town Transit Center Proposed CNL – Space Location (Option A – Minimal Space)

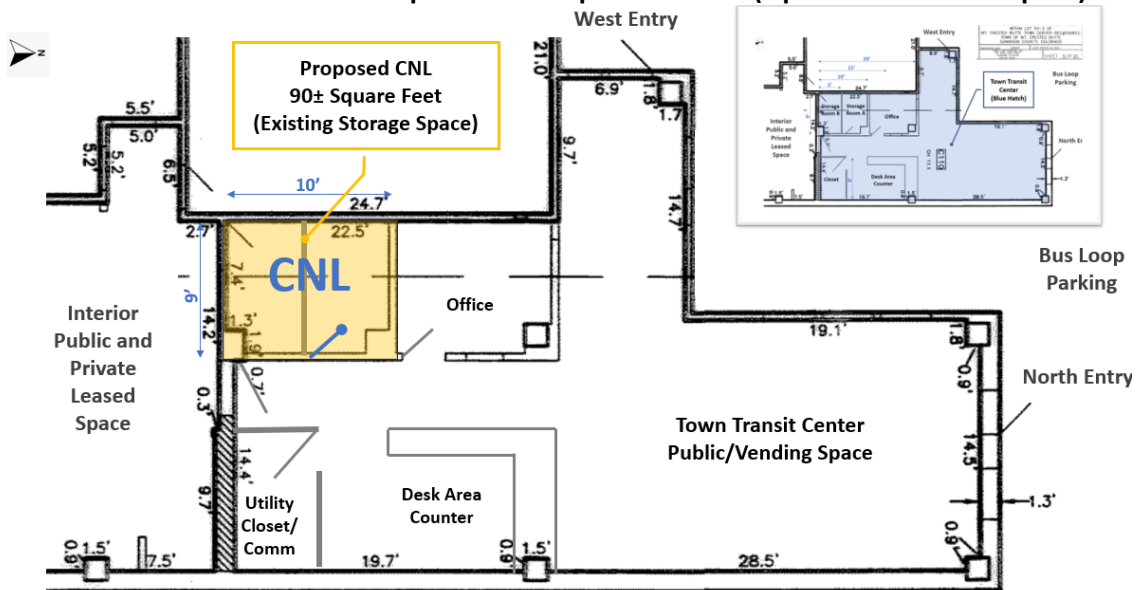


Exhibit 3: Town Transit Center Proposed CNL – Space Location (Option B – Minimal Space)

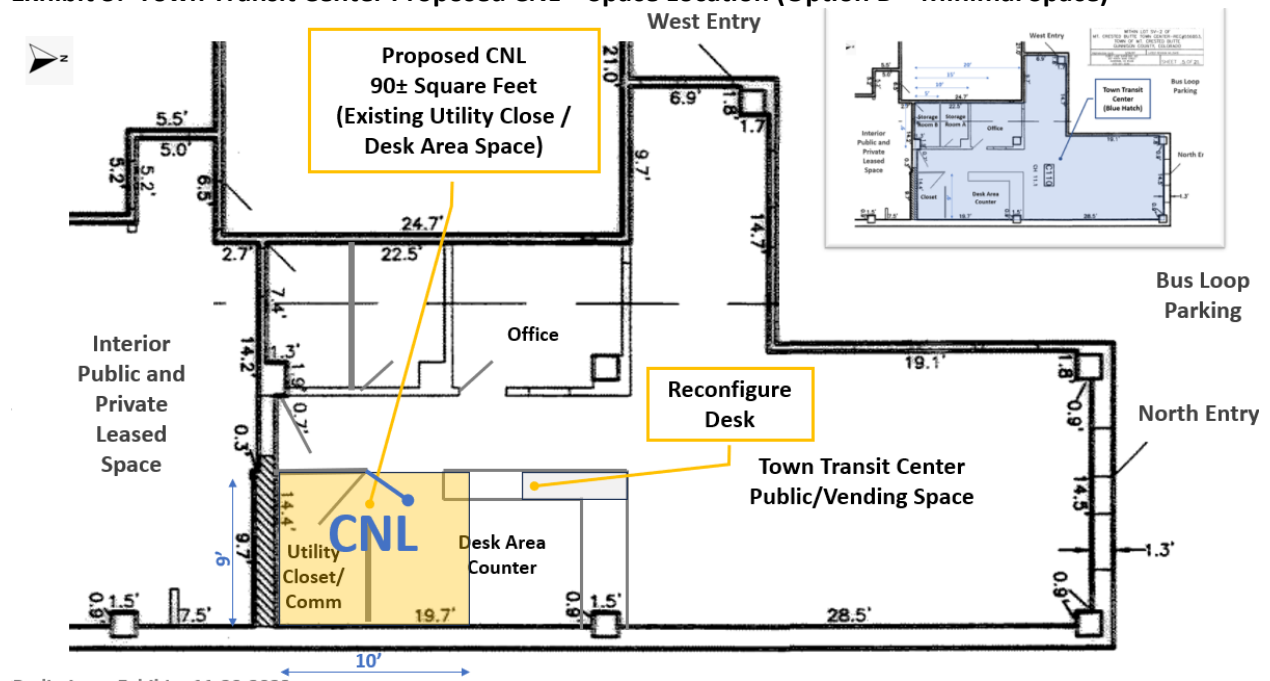
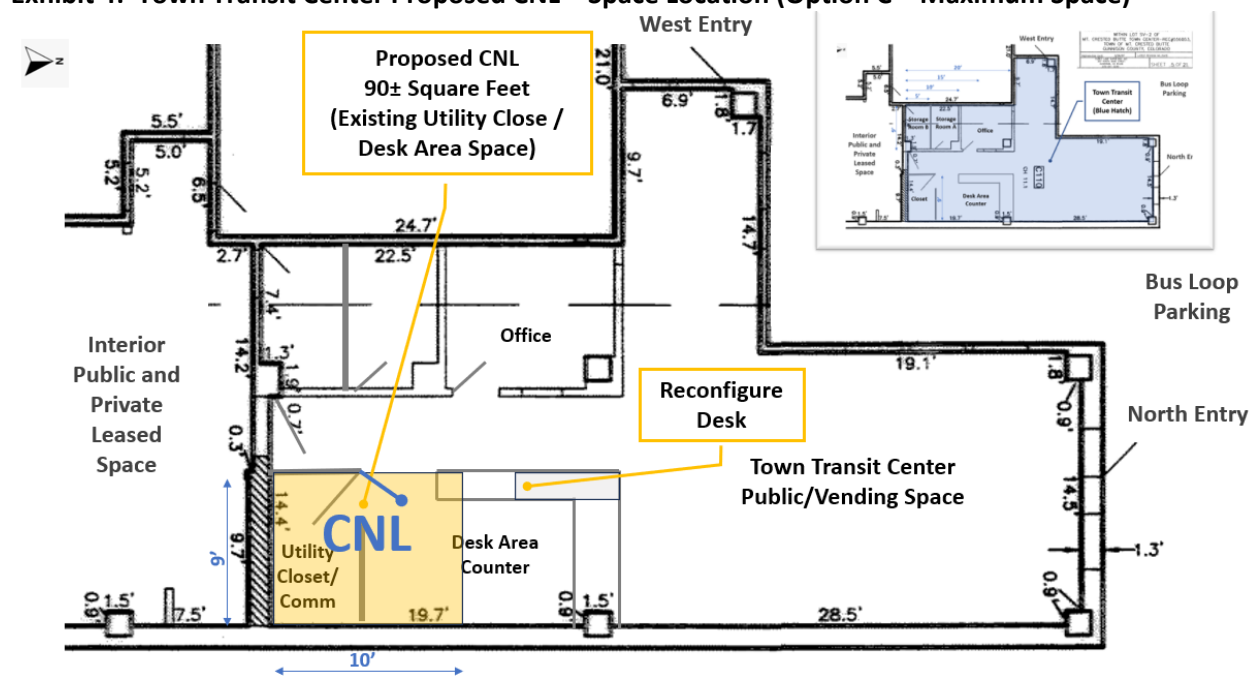


Exhibit 4: Town Transit Center Proposed CNL – Space Location (Option C – Maximum Space)



CNL Fiber Line Equipment Connection Installation (Routing Segments):

Segment 1: Install interior CNL fiber line @ 300± linear feet (conduit, brackets) in garage upper ceiling

Segment 2: Install exterior CNL fiber line @ 150± linear feet (junction box, bored conduit)

Segment 3: Install exterior junction box (connects exterior and interior CNL fiber line)

Note: In the event the Town Transit Center building is found not to be a viable CNL location, then the Town will initiate a site selection for another candidate site. The Town would rely on the Bidder to assist with this process, to ensure that the CNL, as part of the larger broadband fiber Project, is consistent and conforms with necessary operational specifications.

Note: The Bidder shall prepare all drawings and specifications to obtain the required approvals and permits from the authority having jurisdiction to construct and allow approved carriers to occupy these facilities.

Note: All electrical components must meet Underwriters Laboratory (UL) product certification.

The following describes the **TASK 2** components:

Task 2: Install Broadband Fiber Between New Town CNL and the existing Crested Butte CNL

This task involves installing/replacing new broadband fiber connecting the CNL in the Town Transit Center with the existing CNL located in Crested Butte (Marshall's Office at 508 Maroon Avenue, Crested Butte, CO 81224).

Task 2 - Sub-Tasks:

Broadband Fiber Route Feasibility Study:

- Conduct Corridor Plan and Site Feasibility Impact Plan
 - Inventory existing broadband and CNL infrastructure/service conditions – Gap Analysis
 - Infrastructure Materials and Sizing:
 - Hand Holes
 - Buffer Tubes
 - Fiber Strands
 - Optical Capacities
 - Property
 - Impact Study (Transportation, Utilities, Facilities and Services)
 - Regulations
 - Environmental clearance (analysis, permitting, certifications)
 - Agreements
- Property Authorizations and Agreements
- Property Survey/Mapping – Trenching and Boring
- Topographical Survey/Mapping
- Utility Markings
- Geotechnical Services
- Permitting

Project drawings and plan set submittals shall be phased for review at 30% (concept schematic), 50% (preliminary design), and 90% (final design), and final construction. Review submittals shall be submitted as needed for design and engineering questions and responses. The Professional Engineer seal indicating such license shall appear on the final construction documents. The engineer whose seal is shown will be known as the Engineer of Record.

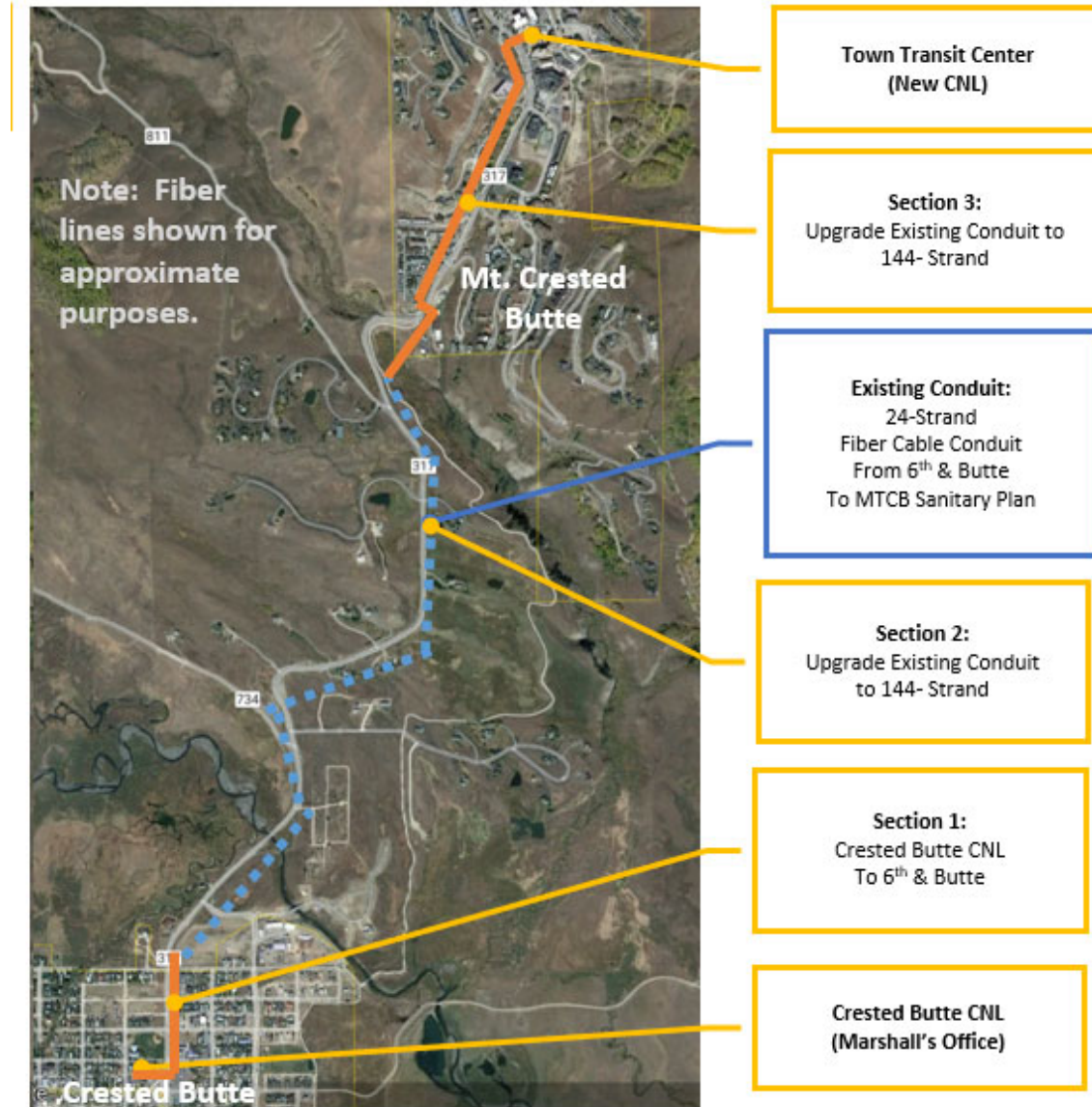
Broadband Fiber Installation (Construction/Installation/Testing/Certification):

Section 1: Install from Crested Butte CNL to Existing Fiber Junction Box (6th and Butte)

Section 2: Re-Install from Junction Box to MTCB Sanitation Facility

Section 3: Install from MTCB Sanitation Facility to the new MTCB CNL connection point

Exhibit 5: Fiber Route and Town Transit Center Proposed CNL



Town Exhibit: 11-20-2023

Broadband Design and Implementation Plans:

- Final Plans and Specifications (Professionally Stamped)
- Final Project Costs
- Final Project Schedule

- Work Plan / Construction Phasing and Safety Plan
- Project Financial Feasibility and Revenue Plan [As Applicable to Implementing Project]
- Project Line Maintenance and Emergency Repair Costs Per Foot [As Applicable]
- Final Coordination/Communication Plan/Emergency/Contingency Plan
- Traffic Control Plan
- Testing - Optical Time Domain Refectory (OTDR)
- Project Restoration Plan

Note: Design will conform with best management practices and value-engineering.

Note: The Bidder shall prepare a Project Construction and Phasing Plan to minimize disruption and to allow access to the CNL site with minimal interaction or interruption of existing users occupying the facilities.

V. RFQP Firm Qualification Requirements

The proposal firm must have a minimum of five (5) years of similar experience with municipal clients and projects. Firms located in the Colorado mountain region and with sub-alpine mountain environment experience will be given preference. The firm must be in good standing and meet the insurance requirements for contracting with the Town of Mt. Crested Butte.

Qualifications must establish that The Bidder is “responsible” and the Proposal is “responsive” to the terms and conditions of this RFP. As defined in the Government Commercial Purpose Card (GCPC), “responsible” are: “. . . 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.”

VI. RFQP Submittal:

RFQP Content, Structure and Format:

A. Cover Letter

- Cover letter not to exceed 1 page.
- Signature of employee authorized to sign contracts on behalf of the Bidder.
- Cover letter addressed to:

Carlos L. Velado
Town Manager
Town of Mt. Crested Butte
P.O. Box 5800
911 Gothic Road
Mt. Crested Butte, CO 81225

B. Firm and Staff Capabilities, Qualifications, Experience, and Availability (Describe Key Individuals)

Bidder shall include a description of the firm, including a statement of the capabilities of the firm and key Project Team personnel, including current workload and availability on this Project. An organizational chart of the Project Team firms (contractor and subcontractors) and key Project Team personnel is preferred. Qualifications need to be specific as to what services the proposal firm is/is not able to perform per this RFQP. Provide a personnel roster that identifies the key Administrator(s) and lead Project Manager(s) assigned to this Project, including:

Name / Title:

Certifications:

Project Qualifications and Responsibilities:

Office Location:

C. Similar and Relevant Projects / Experience (Provide at Least Three Recent and Similar References)

Bidder shall provide a list of three (3) references on recent and similar projects. The reference list shall include:

Owner-Client Name / Location:

Project Name-Description:

Project Team (Prime Contractor and Subcontractors)

Project Start and End Date:

Final Project Cost:

Owner Project Manager Name and Contact Information (Address, Phone, Email)

D. Project Understanding and Approach (Means & Methods):

The Bidder must provide a comprehensive narrative statement that illustrates their understanding of the requirements of this Project. Bidders should expand on the scope of work if appropriate to accomplish the overall objectives of the project and provide suggestions which might enhance the results or usefulness of the Project. Similarly, Bidders should address unique issues and challenges the Town should consider as part of this Project. Bidders, based on the proposed RFQP timeline, is encouraged to provide as much information and insight into the proposed means and method for executing this Project (Approach, Schedule, Cost, and Construction Phasing). The Town's overarching interest is to complete this Project on-time, within budget, and to a high standard of quality.

E. Project Cost of Services

Bidder shall include a cost proposal that includes all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses associated with completing the proposed Project. The costs should align with the tasks identified in Section IV of this RFQP. Provide a total "not to exceed" lump sum cost proposal for this Project. If applicable, identify unique cost proposal factors, including cost savings and value engineering.

Note: The Town may use the "low cost ratio" method using lowest projected cost, within the competitive range, divided by the proposers projected costs, Lowest Projected Cost (LPC)/ Proposers Projected Cost (PPC) to equate fee schedule points.

F. Firm evidence of professional licensure, good standing, and certificate of insurance

The RFQP proposal shall conform with the following:

- Proposal must be labeled as “Broadband Fiber and Carrier Neutral Location”.
- Proposal body limited to thirty (30) single-sided pages (excluding cover letter, dividers, references, and license and insurance evidence)
- Proposals shall be formatted to 8 ½” x 11” paper with no pages exceeding 11” x 17” paper
- Minimum 11-point font

RFQP Proposed Schedule:

The Town anticipates the following RFQP schedule:

RFQP Public Release/Notification	February 1, 2024
Site Visit Opportunity with Town Staff	By February 23, 2024
RFQP Questions and Request for Information Deadline	February 23, 2024 at 3:00 pm (MST)
RFQP Submittal Deadline / Bid Opening	March 1, 2024 at 3:00 pm (MST)
RFQP Bid Opening	March 4, 2024 at 11:00 am (MST)
Interviews	March 11 - 15, 2024
Town Council Recommendation:	March 19, 2024
Award Contract	March 22, 2024
Contract Negotiation / Execution	April 19, 2024
Project Start Date (Notice-to-Proceed)	April 26, 2024
Project Completion Date (CNL):	September 1, 2024
Project Completion Date (Fiber Line):	September 30, 2024

RFQP inquiries and site visit request directed to:

Jeffrey Smith, Capital Projects Manager
 Town of Mt. Crested Butte
 Email: jsmith@mtcb.colorado.gov
 Office Phone: (970) 349-6632, Ext 108

Any questions or request for information about the terms and conditions of this RFP, or any addendum or attachment hereto, shall be submitted to the Town Capital Projects Manager via email by **February 23, 2024 at 3:00 pm** (MST). Inquiries received after this date may not receive a response. Please do not contact any other Town departments or personnel with questions or for information regarding this solicitation.

RFQP Addenda:

If it becomes necessary to revise any part of this RFQP, then a written “Addendum” shall be issued by the Town. The Town is not bound by any oral changes, clarifications, or representations made by Town employees, unless those oral changes, clarifications, or representations are provided in a written Addendum to this RFP.

Proposal Submittals:

Proposals must be submitted electronically by **March 1, 2024 by 3:00 pm (MST) to the Town Clerk toconnell@mtcb.colorado.gov**. Proposals will only be accepted in digital format as a single PDF file. If the file size of the email exceeds 15 MB, it will need to be submitted alternatively (Dropbox, OneDrive, thumb drive or similar). It is the responsibility of the RFQP firm to confirm Town receipt of their RFQP proposal. Late RFQP proposal submittals will not be accepted.

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 Town. Unless formalized by the Town, a Bidder may not alter or change any price or other information in a Proposal after it has been opened.

Proposal Bid Opening:

The Town Staff will oversee the proposal bid opening. Proposals will be electronically opened in the presence of one or more witnesses after the proposal closing time on March 15, 2024. The opening will occur in the Mt. Crested Butte Town Hall Building located at 911 Gothic Road, Mt. Crested Butte, Colorado, 81225. The witnesses will record each timely submitted proposal in accordance with CRS §24-72-201, with the record available for public inspection by appointment only.

VII. RFQP Proposal Review and Evaluation

The contract(s) will be awarded based on the following factors. Each factor will be rated based on the merits of the proposal and under typical circumstances the contract will be awarded to the bidder receiving the highest number of points. The Town reserves the right to award the contract in the best interest of the Town regardless of score.

The RFQP proposal will be evaluated based on the following factors (100 points total):

- A. Firm and Key Staff Capabilities = 20 points
- B. Similar Experience and Service Performance = 30 points
- C. Project Approach / Means & Methods = 30 points
- D. Project Costs = 20 points

The Town reserves the right to reject any/or all proposals. Failure of the applicant to provide the minimum RFQP prerequisites or any of the information requested in the RFQP, may result in the disqualification of the submittal, regardless of proposal evaluation or scoring. Additionally, any firm(s) who is in the opinion of the Town, is not in a position to perform the RFQP capabilities or who has previously failed to perform similar projects may also be disqualified.

The Town reserves the right to make its selection decision after consideration of any other relevant factors it deems appropriate to that decision. The contract award shall be made to the responsible firm(s) whose proposal is determined to be most responsive and advantageous to the Town based on the evaluation factors set for in this RFQP. The Town Council reserves all other rights, whether express, implied, or inherent, that it may have as a political subdivision of the State of Colorado.

VIII. RFQP Firm Selection

Award:

The Town is intending to select and award one (1) Bidder under this RFQP process.

Contractual Arrangement:

The Bidder must state in their RFQP Proposal their service delivery model, project contracting, and delivery methods. The Bidder statement/scope of work will be defined by a master contract with the Town. The Town prefers to contract with a sole-source firm in which all sub-consultants are contracted through the prime firm. If utilizing sub-consultants, please be specific about what services the sub-consultant(s) would perform, the names of the sub-consultant(s), and the qualifications of those sub-consultants. Sub-consultants may not exceed 25 percent of the on-call engineering project effort.

IX. RFQP Terms and Conditions

The following statements address the Terms and Conditions set forth in this Town RFQP process.

Proposal 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 a Bidder and the award of a contract. Any Bidder 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 Bidder's asserted justification(s) for the request. It is not acceptable to label an entire Proposal as "proprietary" or "confidential".

Proposal Error and Irregularity:

Any error in a Proposal that is not withdrawn prior to the award of a contract shall not relieve the submitting Bidder from any obligation to provide the goods or services to be acquired through this RFP at the prices stated in that Proposal. The Town reserves the right to waive any minor informality or irregularity in a Proposal if it is in the best interests of the Town or fair competition.

Proposal Withdrawal:

A Bidder may request in writing to withdraw a Proposal it has submitted at any time prior to the date a contract award is made. If a Bidder claims that it has made an error in its Proposal, then clear and convincing written proof of that error must be submitted to the Town before that Proposal may be withdrawn.

Binding of Proposals:

Proposals shall be binding for a period of not less than sixty (60) calendar days following the Proposal opening date. The Town may request a Bidder to extend this period of time if necessary to complete the solicitation and contract award process.

Determination of Non-Responsibility:

If a Bidder who otherwise would have been awarded a contract is found to be “not responsible” by the Town, then the Town shall make a written determination of its findings and promptly send a copy of those findings to the non- responsible Bidder. 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.

Protests:

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

Additional Terms and Conditions:

1. A bid bond (guarantee) is required for this Project bid proposal in the amount of five percent (5%) of the Bidder’s bid schedule amount. Payment is allowable by surety bond or cashier check. Personal or business checks will not be accepted.
2. No minimum or maximum amount of work is implied or guaranteed under this RFQP invitation.
3. Any conflicts of interest whether real or perceived by the firm/individual submitting a proposal should be fully disclosed and explained within the RFQP proposal document.
4. The need for Bidder interviews, whether in-person or video conference, will be at the discretion of the Town prior to and following the RFQP proposal submittals.
5. Any costs incurred or expenses associated with the preparation and submittal of the RFQP proposal shall be borne solely by the submitter. All RFQP proposals upon submittal to the Town, will become a Town record and therefore a public record.
6. The Town reserves the right to award the contract on the merits and in the best interests of the Town, as a consideration of RFQP submittals and possible interviews, regardless of score.

7. The Town reserves the right to revise the RFQP scope of work through the contract negotiating process.

X. Insurance

The selected Bidder (Contractor) shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

- A. **Workers' Compensation:** Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.
- B. **General Liability:** Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - i. \$1195,000 each occurrence;
 - ii. \$1,195,000 general aggregate;
 - iii. \$1,195,000 products and completed operations aggregate; and
- C. **Automobile Liability:** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,195,000 each accident combined single limit.
- D. **Additional Insured:** The Town shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.
- E. **Primacy of Coverage:** Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the Town.
- F. **Cancellation:** The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on nonpayment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the Town in accordance with §14 within seven (7) days of Contractor's receipt of such notice.
- G. **Subrogation Waiver:** All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the Town, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- H. **Certificates:** Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven business days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage

required under this Contract within seven (7) business days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven business days following Contractor's execution of the subcontract. No later than fifteen (15) days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven (7) business days following the request by the Town, supply to the Town evidence satisfactory to the Town of compliance with the provisions of this section.

End of RFQP
January 30, 2024