

**REQUEST FOR PROPOSAL**  
**For**  
**Purchase and Installation of a Redundant Water Tower Fiber Path**

**Closing Date: July 8, 2019**

**Purpose of RFP**

**The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the purchase and installation of a Redundant Water Tower Fiber Path.**

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**1.0 PURPOSE & OVERVIEW**

The purpose of this project is to create a ring topology to create a redundant loop between our Archer Data Center and Water Tower locations. We currently have only one physical path creating the connection to the Water Tower. This ring is critical to the operations of Laramie County Public Safety Infrastructure including the Combined Communications Center, Sheriff's Office, and Police Department. The underground conduit distance is approximately 8,172 ft. or 2491 Meters and Fiber Optic Cable distance is approximately 9,622 ft or 2933 Meters. The entire fiber run will be installed on land that is owned and controlled by Laramie County Government.

**2.0 SCOPE OF SERVICES- Provide as an option the cost of one-year maintenance for the appropriate products being bid.**

- A. Each respondent shall provide a bid for the equipment, supplies, and installation that meets the minimum requirements listed below:

- a. Pull 72 strand single mode fiber optic cable that is rated accordingly for Wyoming whether conditions.
  - b. Install 22 (48x60x48) handholes and fiber marker posts near each handhole
  - c. Each handhole requires a minimum of 50 feet of additional fiber optic cable to be coiled in hand hole for future splicing. Each endpoint will have an additional 200 feet of fiber optic cable for routing and termination.
  - d. Trench and install two 2” Conduits roughly 48 inches deep. One conduit will be used for fiber optic cable during current project. The second conduit is for future use.
  - e. Warning tape installed along the entire run.
  - f. Mule Line and Fiber Plugs will be installed on secondary future conduit
  - g. Copper tracer wire to be installed and properly grounded between all hand holes.
  - h. Penetrations into Water Tower and Public Works buildings.
- B. The respondent shall provide the following information for each proposed system:
1. A complete proposal including all related costs for providing the equipment, supplies and installation as outlined in Section A.
  2. Delivery of all equipment, supplies, and installation.
- C. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- D. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- E. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- F. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County’s fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

### **3.0 GENERAL TERMS & CONDITIONS**

#### **3.1 RFP Closing Date**

Proposals must be received by the Laramie County IT Department at 310 W. 19<sup>th</sup> Street, Suite 410, Cheyenne, Wyoming, 82001, no later than **9:00 a.m., local time, on July 08, 2019**. Proposals received after this time will not be considered. Tours of the proposed sites can be arranged providing the tour has been scheduled in advance with the Laramie County IT Assistant Director.

#### **3.2 Proposed Schedule**

June 10, 2019	Release date for Request for Proposal
July 08, 2019	Closing Date, 9:00 AM
July 08, 2019	Bid Opening, 10:00 AM
July 16, 2019	Recommendation to Commission for Award
August 6, 2019	Contract to Board of County Commissioners for Approval

#### **3.3 Delivery of Proposals**

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Brad Alexander  
Laramie County Information Technology Assistant Director  
310 W. 19<sup>th</sup> Street, Suite 410  
Cheyenne, WY 82001  
307-633-4340  
[balexander@laramiecounty.com](mailto:balexander@laramiecounty.com)

Mark package(s) “RFP Redundant Water Tower Fiber Path”

#### **3.4 Pre-proposal Information**

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County IT Assistant Director to discuss the proposal with the County if needed and for tours.

#### **3.5 Public RFP/Bid Opening**

Only the names of the firms submitting proposals will be read aloud at the RFP/Bid opening. The proposals will be available for inspection during normal business hours at the Laramie County IT Office within three (3) working days of the closing date, by appointment.

Bid opening is open to the public and will occur at 310 W. 19<sup>th</sup> Street, Suite 410 on July 8<sup>th</sup> at 10 am. A complete tabulation of proposals will be available after it is completed.

Laramie County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion

of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County IT Office in Cheyenne at, (307)-633-4340 at least five (5) days prior to the date.

### **3.6 Proposal Form**

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit FOUR (4) complete sets of the proposal form, one marked "ORIGINAL" and THREE (3) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

### **3.7 Questions Concerning RFP**

Questions concerning any portion of this RFP should be directed in writing to the Laramie County IT Assistant Director named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Redundant Water Tower Fiber Path."

Submit questions to:

Brad Alexander

Laramie County Information Technology Assistant Director

310 W. 19<sup>th</sup> Street, Suite 410

Cheyenne, WY 82001

307-633-4340

[balexander@laramiecounty.com](mailto:balexander@laramiecounty.com)

### **3.8 Clarification and Addenda**

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Assistant Director named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of any/all amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

### **3.9 Award**

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

### **3.10 Contract**

Successful respondent will be required to execute a separate contract with Laramie County that is acceptable to the County. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding, including Insurance Requirements.

The Assistant Director is the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County IT Assistant Director at (307)-633-4340.

### **3.11 Disclosure of RFP Content**

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

### **3.12 Respondent's Responsibility**

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;

- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### **3.13 Payment Terms**

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

### **3.14 Conflict of Interest Disclosure Form**

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

### **3.15 Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### **3.16 Deviations**

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

### **3.17 Selection Criteria**

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
  - a. Related experience in the areas covered in the RFP
  - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
  - c. Experience, ability and overall quality of past and current projects

### **3.18 Incurred Expenses**

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

### **3.19 Presentations by Respondents**

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **3.20 Minimum Specifications**

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

### **3.21 Respondent's Personnel**

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **3.22 Claim Notice**

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

### **3.23 Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

## **4.0 SUBMITTAL REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

**Tab 1 – Respondent’s Profile**

A brief profile of the firm, including:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide a summary of equivalent services as the Scope of Work.

**Tab 2 - Completed Proposal Form (use attached form)**

**Tab 3 – References**

List at least three (3) recent references where the equivalent projects have been conducted within the past three years.

**Tab 4 – Conflict of Interest Disclosure Form**

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

**Tab 5 - Other Information**

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

**5.0 Disclosures**

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fail to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or

represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Preference will be given to materials, supplies, equipment, machinery, provisions, and/or services offered by Wyoming resident respondents, quality being equal to articles or services offered by competitors outside the State of Wyoming.

Preference will be given Wyoming respondents for any contractual service(s). The contract shall be let to the responsible resident making the lowest proposal, if such resident's proposal is not more than five percent (5%) higher than that of the lowest responsible nonresident respondent.

Resident laborers, workmen and mechanics shall be used upon all work under the contract whenever possible. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State of Wyoming (W.S. 16-6-101 *et seq.*), as amended. Respondents claiming preferential consideration shall attach appropriate proof of Wyoming residency.

### **Sovereign Immunity**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

### **Indemnification**

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

### **Termination**

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

### **Force Majeure**

Neither the respondent nor Laramie County shall be liable to perform under this RFP or

subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

**PROPOSAL FORM**

TO:

Brad Alexander,  
Assistant Director  
Laramie County Information Technology Assistant Director  
310 W. 19<sup>th</sup> Street, Suite 410  
Cheyenne, WY 82001  
(307)-633-4340

The undersigned hereby declares that [firm name] \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications to furnish: RFP Redundant Water Tower Fiber Path for which proposals were advertised to be received **no later than 9:00 a.m., local time, Monday, July 8, 2019** and further declare that [firm name]

\_\_\_\_\_ will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$ \_\_\_\_\_

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? \_\_\_\_\_ YES \_\_\_\_\_ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company \_\_\_\_\_  
By \_\_\_\_\_ (Print name)  
Signature \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
DUNS# \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (*printed name*) \_\_\_\_\_  
am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
\_\_\_\_\_  
whose address is \_\_\_\_\_

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of Notary Public)

