



COEUR D'ALENE TRIBE
INFORMATION TECHNOLOGY DEPARTMENT

111 N. 8th Street
P.O. BOX 229
PLUMMER, IDAHO 83851
(208) 686-1800 • FAX (208) 686-1182

January 6, 2014

Request for Proposal
Fiber Optic Splicing and Testing Services
Coeur d'Alene Reservation Fiber-to-the-Home Project
Project Number: IDAHO 1103-A40

BACKGROUND

The Coeur d'Alene Tribe applied and was awarded a Round 1 Broadband Initiatives Program (BIP) grant/loan under the USDA Rural Utilities Service to build a FTTH network on the Coeur d'Alene Indian Reservation. The Tribe is deploying a FTTH Gigabit Passive Optical Network (GPON) to offer advanced services to our customers that will include voice, video and data.

This project includes backbone and middle mile fiber optic lines. The backbone fiber runs along Highway 95 from the northern end of the reservation in Kootenai County to the southern end of the reservation in Benewah County. The backbone will tie in the main population centers of Worley, Plummer, Tensed, DeSmet, and outlying areas to our NOC, our North Re-Gen site, and our South Re-Gen site along Highway 95. The middle mile connects our Network Operations Center (NOC) in Plummer, Idaho to Tier Point in Liberty Lake, WA.

BIDDING INFORMATION

The Tribe is seeking bids from qualified bidders to perform outside plant fiber optic cable splicing and testing in connection with the middle mile and backbone fiber optic network.

Proposals shall be submitted in accordance with the Plans, Specifications, and Construction Sheets and Special Drawings therefore, indicated below, and by this reference made a part hereof, and to furnish all materials, machinery, tools, equipment, labor, transportation and other means necessary therefore, for the prices hereinafter stated.

Complete sets of bidding documents consists of the following forms and documents which become(s) a part of the awarded Contract by this reference:

- 1) Splicing Schematic Dated January 6, 2014
- 2) Splicing Quantities worksheet
- 3) RUS Form 515a - Specifications and Drawings for Construction of Direct Buried Plant (RUS Bulletin 1753F-150). Dated: September 29, 2010
- 4) RUS Form 515c - Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152). Dated: September 17, 2001
- 5) RUS Form 515d - Specifications and Drawings for Service Installations at Customer Access Locations (RUS Bulletin 1753F-153). Dated: September 17, 2001

- 6) RUS Bulletin 1753F-201 (PC-4) Acceptance Tests and Measurements of Telecommunications Plant. Dated: August 26, 1997
- 7) RUS Bulletin 1753F-401 (PC-2) Standards for Splicing Copper and Fiber Optic Cable. Dated: Feb 27, 1995
- 8) RUS Bulletin 1753F-601a Minimum Performance Specification for Fiber Optic Cables (For Backbone, Feeder and Distribution Plant)(PE-90a) Dated: December 22, 2009
- 9) RUS Bulletin 1753F-601b Minimum Performance Specifications for Filled Fiber Optic Cables (Subscriber Drop Cables) Dated: December 22, 2009
- 10) RUS Bulletin 1753F-801 (PC-5A) Service Installations at Customer Access Locations (PC-5A). Dated: Sept 17, 2001
- 11) Agreement Regarding Sovereign Immunity
- 12) Davis-Bacon Addendum
- 13) Lobbying Certification
- 14) Debarment Lower Tier
- 15) RUS Form 213 Certificate (Buy American)
- 16) RUS List of Acceptable Materials Contract Addendum for new contracts

BONDS

Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Tribe, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check, in consideration of the Tribe's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Tribe until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder and such acceptance has been approved by the USDA RUS Administrator, or for a period not to exceed ninety (90) days from the date hereinbefore set for the opening of Proposals whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

The successful Bidder will be required to enter into a Contract with the Tribe and to furnish a Contractor's Bond, in one of the forms attached hereto, with sureties listed by the United States Treasury Department as Acceptable Sureties in a penal sum not less than the Contract price.

TAXES

Each Bidder shall include and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each Assembly Unit, the amounts which it is estimated will be payable by the successful Bidder or by the Owner on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment, or services or labor or installation thereof, to be incorporated in the Project as part of such Assembly Unit. All taxes of the foregoing descriptions shall be payable by the Bidder which shall be awarded the Contract for the construction of the Project. Materials to be used on Tribal projects are exempt from taxes when materials are delivered to the reservation.

TERO

Contractors and any subcontractor(s) shall have a tribal business license and comply with Coeur d'Alene Tribal Code, Chapter 41, Tribal Employment Rights Ordinance (TERO) (Attachment 5). All bidders

should contact the TERO Office to obtain full information before bidding. The point of contact for TERO information is:

Jim Nilson, TERO Director
850 A Street, PO Box 408
Plummer Idaho 83851

Contractors and/or subcontractors shall be properly licensed to do business in the State of Washington, the State of Idaho, and with the Coeur d'Alene Tribe.

PREVAILING WAGE RATES

On all projects and contracts with the Owner, Contractor and all subcontractors shall pay for all labor employed the standard prevailing rate of wages (Davis-Bacon) as prescribed by the U.S. Department of Labor. The standard prevailing rate of wages as used herein means that standard prevailing rate of wages in the locality where the work is to be performed.

Bidders are invited to submit bids based on labor costs, materials, capabilities, technologies, systems and equipment as described in this RFP. The currency used for all bids shall be in United States dollars.

AWARD

Before submitting a bid, each bidder shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Bidders are responsible for familiarizing themselves with the sites and project requirements. Bidders should include in their bids all costs necessary to perform the work, including all equipment, materials, supplies, labor, tools, and any incidental work reasonably inferable as required and necessary to complete the project in accordance with applicable codes and standards. A cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon by the Tribe in writing. . No allowances for cost adjustments will be made if bidders fail to adequately examine the service area before submitting a bid. No claims for compensation will be considered or allowed for extra work resulting from misinterpretation of any existing conditions on the part of the bidder

The Tribe reserves the right to accept any bid or, at its discretion, reject any or all bids for whatever reasons it deems appropriate. Receipt of a bid response does not obligate the Tribe to pay any expenses incurred by the bidder in preparation of the bid response or obligate the Tribe in any other respect.

The Tribe reserves the right to modify the specifications contained herein at any time during the bidding period. No modification or interpretation of the specifications other than through the issuance of an addendum will be binding upon the Tribe. Bidders shall notify the Tribe as soon as possible of any omissions or errors in the specifications so that corrective addenda may be issued. Such notification must be received by the Tribe at least five (5) days before the deadline for submission of bids.

Questions shall be submitted to Rhonda Lozon at rlozon@cdatribe-nsn.gov. Rhonda will forward all questions to our engineers and then send the questions & answers to all bidders so everyone will have the same information. Any new information or changes to the RFP will be provided to all bidders as an addendum.

Bids will be accepted for review and consideration until 4:30 PM (Pacific Standard Time) on January 17th, 2014. Bids received after this deadline will be returned unopened. Bids shall be submitted to:

Valerie Fast Horse, Director, IT
Coeur d'Alene Tribe
P.O. Box 229
111 N. 8th Street
Plummer, Idaho 83851

All information in this RFP is confidential, and should not be disclosed except to those responding to this RFP.

All proposals submitted will be considered property of the Tribe and may be released in part or in total for third party evaluation; unless other arrangements are approved by the Tribe at the time of bid submission. Neither the transmission of the RFP nor acceptance of a reply shall imply any obligation or commitment on the part of the Tribe.

All bidders will be notified of the selection of the successful bidder by letter as expeditiously as possible.

No public mention of this RFP, the award of any contract related to this RFP or the Tribe for publicity purposes will be allowed without the Tribe's prior written approval.

The selected bidder will be considered the primary contractor and will assume total responsibility to provide the Tribe with all material and services needed to make the system fully operational by the agreed upon date. The Tribe will require references, names of the officers, and names and responsibilities of those to be assigned to this project, including subcontractors.

If the primary contractor decides to use the services of one or more subcontractors, the following applies: the Tribe reserves the right to select and approve subcontractors; the primary contractor must agree to be responsible for the actions and quality of workmanship of the subcontractor(s). The primary contractor, at all times during performance and until work is completed and accepted, shall have on the premises a competent supervisor, satisfactory to the Tribe, and with authority to act for the primary contractor; and the primary contractor will comply with all union rules (as applicable) and regulations in force at the project site.

Bidders must submit at least three Splicing and Testing Fiber Optic Cabling references for projects of similar size and scope.

The Tribe shall require the successful bidder to sign an agreement drafted by the Tribe including all the requirements, deliverables and remedies agreed to and negotiated by both parties. The agreement shall be governed by and construed according to the laws of the Coeur d'Alene Tribe, without regard to the choice of law provisions of any jurisdiction.

Bidders should not submit contracts as part of their proposal.

The successful bidder may not assign the rights nor delegate the duties described under the awarded Contract.

All appropriate details should be specified in the implementation schedule.

The dates for commencement and completion of the specified work are essential conditions of the contract. The successful bidder shall be required to proceed with the work at a rate of progress that will ensure full completion within the contract time, subject to delays caused by Tribe. The Bidder agrees to commence work within two weeks (14 days) after written notice of contract award and approval by the Tribe. Each bidder shall be required to submit with its bid response a detailed implementation schedule outlining major milestones and associated time frames and methods of project control. The number of work days to complete the project shall be no more than 60 days. It is expressly understood and agreed by and between the successful bidder and the Tribe that the contract time for completion of the work as stated above is reasonable time.