




connect

REQUEST FOR PROPOSALS

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

DATE	4/22/2022
APPROVED BY	(signature):  4/22/2022
TOTAL PAGES	19
REVISION	A

DOCUMENTATION DATA	
COMPANY NAME	(PRINT)
TITLE or POSITION	(PRINT TITLE or POSITION) (SIGNATURE)
ADDRESS OF FIRM OR INDIVIDUAL	(PRINT)
COMPANY CONTACT PERSON	(SIGNATURE) (DATE) -----/-----/-----
TELEPHONE NUMBER #	(PRINT)
FAX. NUMBER #	(PRINT)
STATE INCORPORATED IN	(PRINT)

***Note: Contractor shall supply information in the areas at right.**



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 2 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

CONTENTS:

1.0 Invitation to Bid.....	3
2.0 Proposal Contacts.....	3
3.0 Submission of Proposals.....	4
4.0 Contractor Information.....	4
5.0 Statement of Work.....	4
6.0 Scope of Work.....	4
7.0 Defense of Suits.....	5
8.0 Quality Control.....	5
9.0 Qualifications of Workers.....	6
10.0 Equipment.....	6
11.0 Newport Utilities Provided Support.....	7
12.0 Worker and Vehicle Identification.....	7
13.0 Prevention and Damage from Work.....	7
14.0 Insurance and Proof Thereof.....	8
15.0 Payment/Taxes.....	8
16.0 Construction Requirements.....	9
17.0 General Requirements.....	9
18.0 Sequencing and Scheduling.....	9
19.0 Conflict of Laws, Assignment & Integration Clauses.....	9
20.0 Contract Pricing.....	10
21.0 Standards Adherence.....	10
22.0 Construction Sheets (1).....	11
23.0 Construction Sheets (2).....	12
24.0 Construction Sheets (3).....	13
25.0 Construction Sheets (4).....	14
26.0 Bid Form.....	15
27.0 Bid Form Price Authorization.....	16
28.0 Summary of Experience.....	17
29.0 References.....	18
30.0 Business Description.....	19



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 3 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

1.0 INVITATION TO BID:

- 1.1 In order to meet the demand of the customers of Newport Utilities we are seeking a construction contractor to assist in the installation of Fiber Optic Infrastructure including but not limited to aerial and underground fiber optic subscriber drops as indicated on each work order. Construction may include, but is not limited to, aerial attachment to existing electric poles (electric space and/or communications space), underground plow, trench, or boring.

1.2 **THE PROJECT:**

Project Name: RFP-FY22-APR004 Fiber Optic Support URD and Aerial Drop Contract

Project Address: Various sites as outlined in the bid documents

1.3 **THE OWNER:**

Name: Newport Utilities
Address: 170 Cope Boulevard
Newport, TN 37821
Contact: Donna Cureton
Contact Phone: 423-625-2843
Contact E-mail: dcureton@newportutilities.com

2.0 PROPOSAL CONTACTS:

- 2.1 Any questions concerning this RFP, and all correspondence must be submitted in writing via fax or e-mail to the following contact:

Name: Newport Utilities
Address: 170 Cope Boulevard
Newport, TN 37821
Contact: Donna Cureton
Contact Phone: 423-625-2843
Contact Fax: 423-613-9786
Contact E-Mail: dcureton@newportutilities.com

Questions may not be submitted by telephone. All questions must include: Contractor's name, e-mail and address; Reference to the specific section of the RFP in questions; Contact name, telephone number, fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid date and time. Questions submitted after that time shall not be addressed.



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 4 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

3.0 SUBMISSION OF PROPOSALS:

3.1 In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. **All proposals must be received Monday, May 16, 2022 at 2:30 pm (local time).** Bids will be received at 170 Cope Boulevard, Newport, TN 37821 prior to the time and date indicated above. **The bids shall be sealed.** Bids that are not sealed will not be considered. The bid opening is public and interested parties are invited to attend the bid opening.

3.2 All proposals must remain in effect for at least 60 days from submittal. Newport Utilities has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interest. There is no guarantee, either expressed or implied, that bid will be awarded to any firm.

4.0 CONTRACTOR INFORMATION:

4.1 Newport Utilities may request additional information, samples, or presentations in support of proposals. Additionally, Newport Utilities may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

5.0 STATEMENT OF WORK:

5.1 Installation of Fiber Optic Infrastructure including but not limited to aerial and underground Fiber optic cable and subscriber drops as indicated on each Work Order. Construction may include, but not be limited to, aerial attachment to existing electric poles, underground plow, trench, or boring. All installation shall be at the lowest cost method possible where multiple methods could be applied to complete the same work order as specified. Subscriber's drops must follow electric service at all times unless verified with a Newport Utilities Representative.

6.0 SCOPE OF WORK:

6.1 Newport Utilities' request the assistance with installation of Fiber Optic work in accordance with this RFP and the Construction Contract as long as necessary to complete the desired work or a maximum contract amount has been reached.

- Bid response and pricing should be based on the following assumptions:
 - On-call basis for each URD and aerial install
 - On-call basis for service calls as needed



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 5 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

7.0 DEFENSE OF SUITS:

7.1 In case any action in court is brought against Newport Utilities or any officer or agent thereof for the failure, omission, or neglect of the Contractor to perform any services, acts, matters, or things by the Contract undertaken: or for injury or damage caused by the alleged negligence of the Contractor or its agents; the Contractor shall indemnify and save harmless Newport Utilities and its officers and agents from all losses, damages, costs, expenses, attorney's fees, Judgements, or decrees whatsoever arising out of such action.

8.0 QUALITY CONTROL:

8.1 Work covered shall be performed by a single firm experienced in installation of fiber optic URD and Aerial Drops and construction associated with such work. **The Contractor may NOT subcontract any Work to be performed under this Contract without written permission from Newport Utilities.**

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years, a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of three (3) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the Bidder has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor shall be licensed by the State of Tennessee as a Contractor. **A copy of the Contractor's Tennessee License must accompany bid for Contractor to be considered for bid award.**
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 6 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

9.0 **QUALIFICATIONS OF WORKERS:**

9.1 Contractor shall comply with all local, state, and federal regulations and all workers must have sufficient skill and experience to perform properly and safely the work assigned to them. Newport Utilities shall have the right to require removal from responsibility for any work under the Contract any employee of Contractor who in the opinion of Newport Utilities, does not perform his/her work in a proper, safe and skillful manner or is disrespectful, intemperate, disorderly, or otherwise objectionable to Newport Utilities.

Bidders must warrant that their equipment, facilities, manpower, and financial resources are sufficient to meet the requirements of the Contract on a timely basis.

The Contractor shall be licensed appropriately. Awards will not be made to any person, firm, or company in default of a contract with Newport Utilities, Newport, TN, the State of TN, or the Federal Government.

The Contractor must comply with the immigrant labor provisions of all applicable laws, including Tennessee Code Annotated Section 12-4-124. Accordingly, Contractor agrees that it will not knowingly Utilize the services of illegal immigrants in the performance of the Work.

9.2 Newport Utilities is an EEO entity and as such requires the following: **If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. This subcontract may also be subject to Executive Order 13496 and implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.**

10.0 **EQUIPMENT:**

10.1 Transportation, equipment, tools and materials furnished by the Contractor shall be of high quality in every respect. Any equipment provided by the Contractor shall be kept in good working condition and shall comply with applicable local, state, and federal standards and regulations. Manufacturer installed safety devices such as; kill switches, disengaging devices, guards, shields etc., shall be maintained to protect Contractor employees and members of the Public from the hazards associated with the type of equipment used. All vehicles shall be equipped with adequate first-aid and safety supplies and traffic control devices that comply with applicable safety standards.



FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

11.0 NEWPORT UTILITIES PROVIDED SUPPORT:

11.1 Newport Utilities will provide a detailed work order for each project which will contain at a minimum staking sheet and a material sheet as needed.

11.2 Newport Utilities will provide all materials shown on the material sheet.

11.3 Newport Utilities will provide access to company facilities as required by the project scope.

11.4 All coordination will be through Newport Utilities' identified personnel.

12.0 WORKER AND VEHICLE IDENTIFICATION:

12.1 The Contractor's employees shall at all times wear clothing, badges, or other apparatus, approved by NU, identifying them as employees of the Contractor. Contractor's employees shall identify themselves by name and position at any time requested by the public or a Newport Utilities Representative. NU, at its own discretion, may furnish and require Contractor employees to wear identification badges.

Each vehicle shall be marked with Contractor's insignia, name, and number designating it as property of the Contractor. NU, at its own discretion, may furnish and require the contractor to display on their equipment signs identifying them as contracted to NU.

13.0 PREVENTION OF DAMAGE FROM WORK:

13.1 Contractor shall be solely responsible for prevention of damage from work undertaken pursuant to the Contract and for all injury, damage, or loss arising out of the work all reasonable precautions shall be taken at all times to protect the work and to protect against injury, damage, or loss arising out of the work. NU reserves the right to specify additional actions to prevent injury, damage, or loss arising out of the work. Contractor shall, at its own expense, reimburse injured parties for all injury, damage or loss arising out of the work under this Contract. Contractor shall take all necessary precautions to avoid damage to NU facilities. Contractor shall reimburse Newport Utilities for any injury, damage, or loss to NU or its employees or contractors arising out of the work.



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 8 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

14.0 INSURANCE AND PROOF THEREOF

14.1 Throughout the term of this Agreement, the Contractor shall maintain at his/her sole expense effective insurance covering his/her activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this minimum insurance coverage with bid.

- 1. Personal Injury** - \$100,000.00 Each Person/\$500,000.00 Each Occurrence
 - a. The Contractor will be held solely responsible for any personal injury to their employees that may occur while performing the services outlined in this contract.
 - b. It is understood and agreed that Newport Utilities will not be held responsible for any injuries of the Contractor's employees, but will still inform Newport Utilities of any incidents that may occur on their property.
- 2. General Liability Insurance** - \$100,000.00 Each Occurrence/\$500,00.00 Aggregate
 - a. The Contractor shall be held solely responsible for any property damage that their employees may cause and will take immediate action to process any claims and/or to proceed with any repairs and replacements that are necessary.
- 3. Scope of Insurance and Special Hazards**
 - a. The insurance required shall provide adequate protection for the Contractor against claims that may arise from operations under this Contract, whether such operation be by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

14.2 Contractor shall **provide a certificate of insurance** from a company licensed to do business in the State of Tennessee indicating coverage is in place to cover the limits set forth in this Article. The insurer shall give Newport Utilities a thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

15.0 PAYMENT/TAXES:

15.1 Contractor shall submit an Application Payment/Invoice, to Newport Utilities for services on a monthly basis upon completion of services. Payment will be made within thirty (30) days of the completion of services in an acceptable condition, to Newport Utilities and receipt of invoice, whichever is later.

15.2 Newport Utilities is exempt from all sales tax. Please bill less these taxes.



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 9 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

16.0 CONSTRUCTION REQUIREMENTS:

16.1 The awarded contractor shall comply with the provisions as specified within this bid document.

17.0 GENERAL REQUIREMENTS:

17.1 See below:

- The Newport Utilities broadband supervisor will be the main point of contact and shall be notified of all project-related communication. Direct contact with other relevant Newport Utilities personnel is acceptable provided the Newport Utilities broadband supervisor is also notified. Similarly, the contractor shall provide a main point of contact for addressing Newport Utilities communications.
- Newport Utilities will provide access to its engineering and design standards, specification, and drawings relevant to the project scope.
- Newport Utilities will provide access to company facilities, as required, in order to perform the specified work.
- Newport Utilities will reserve the right to inspect the work specified in this project scope at any time and may stop any work that it deems unsatisfactory.
- Contractor must supply its own safety equipment.
- Contractor must meet or exceed all Newport Utilities provided safety standards and safety manual.

18.0 SEQUENCING AND SCHEDULING:

18.1 Upon acceptance of the Bid, the Contractor shall coordinate with Newport Utilities to arrange a schedule of services and shall continue coordination at intervals set forth by Newport Utilities. Newport Utilities shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas.

19.0 CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

19.1 Unless otherwise specified, this Agreement shall be governed by the law of the locale of this Project. Newport Utilities and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither Newport Utilities nor the Contractor shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other. This Agreement represents the entire and integrated agreements between Newport Utilities and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both Newport Utilities and the Contractor.



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 10 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

20.0 CONTRACT PRICING:

20.1 Pricing shall be broken down into per unit pricing on the Bid Sheet supplied with this document. Owner shall only pay Contractor items listed in the Bid Sheet or agreed upon in Contract Addendum. The units in this contract are listed below:

Details:	Unit Code	EA./FT.	Price (\$\$)
Install Aerial Flat Drop	SEA01(x)	FT.	
Install URD Flat Drop	SEB01(x)	FT.	
Install Microduct and Flat Drop	SEB02(x)	FT.	
Install Conduit and Flat Drop	SEB03(x)	FT.	
Mounting NID (includes splicing in NID, strapping, conduit, drop, etc. to side of house)			

**X = number of fibers*

21.0 STANDARDS ADHERENCE:

21.1 Contractors must adhere to the following standards:

- **Aerial Services Entrances:**
 1. Aerial service wires shall be installed in accordance with RUS Service Installation Standard Bulletin 1753F-801(PC-5A), and the Construction Sheets.
 2. All clearances shall comply with the applicable requirements of the NESC, and NEC, or local laws, or ordinances, whichever are most stringent.
- **Buried Services Entrances:**
 1. Buried service entrances shall be installed at the depth listed below unless otherwise specified by the Engineer:
 - Min Depth in Soil: 12 inches [305 millimeters]
 - Min Depth in Ditches: 24 in. [914 millimeters]
 - Min Depth in Rock: 3 inches [76 millimeters]
 2. Buried services shall contact the building as near as practicable to the NID or proposed NID location.
 3. Buried services shall be located to avoid damage from lawn mowers, animals, etc., and, where deemed necessary by a Neport Utilities's Representative, shall be guarded.
 4. The method of installation is shown on the Construction Sheets.
 5. The buried fiber optic drop shall be terminated in the NID, when specified by the Engineer, as shown on the Construction Sheets.



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

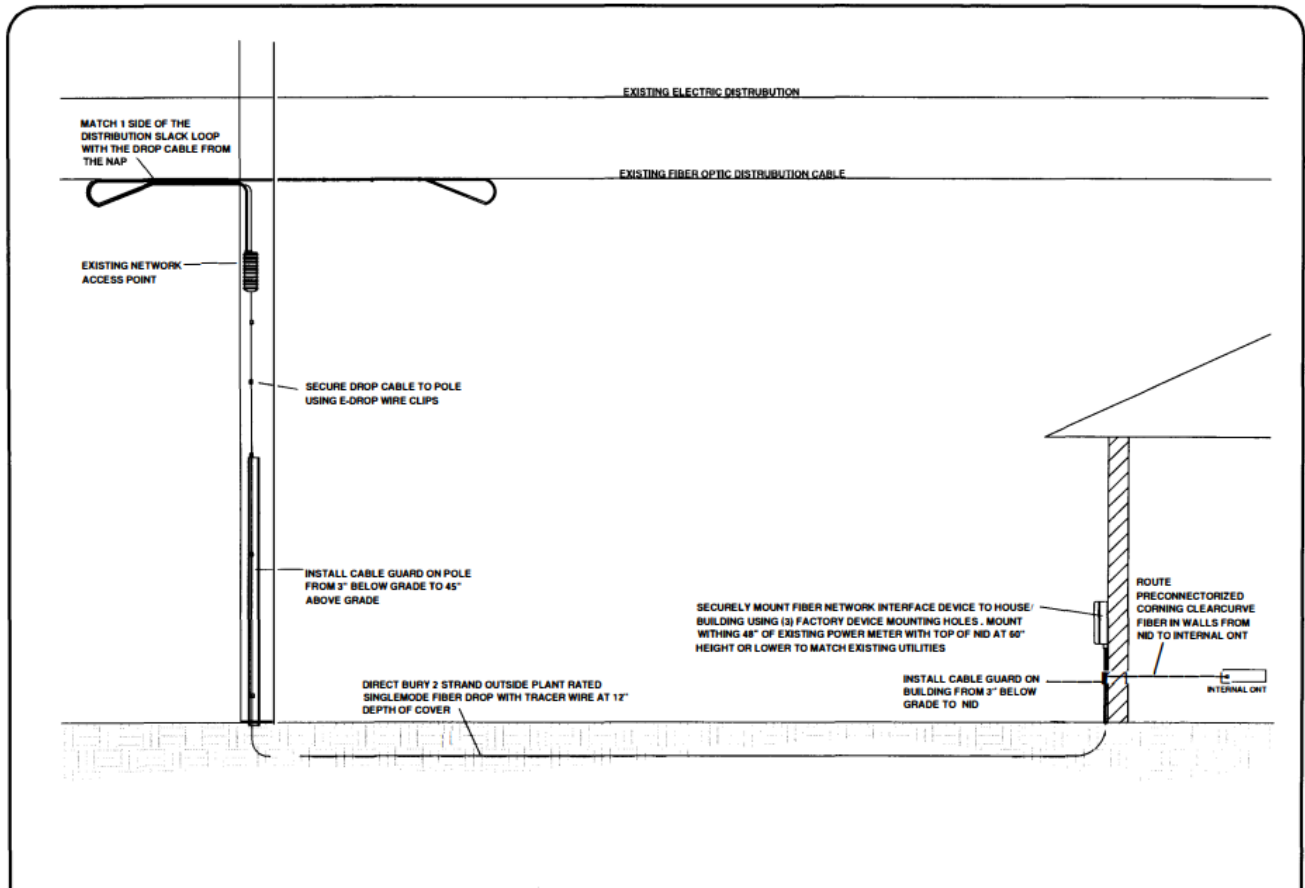
Revision No. A

Page: 11 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

22.0 CONSTRUCTION SHEETS:

Figure 1 Buried Drop Installation Typical



TITLE:	REV	DATE	DESCRIPTION
BURIED DROP INSTALLATION TYPICAL			

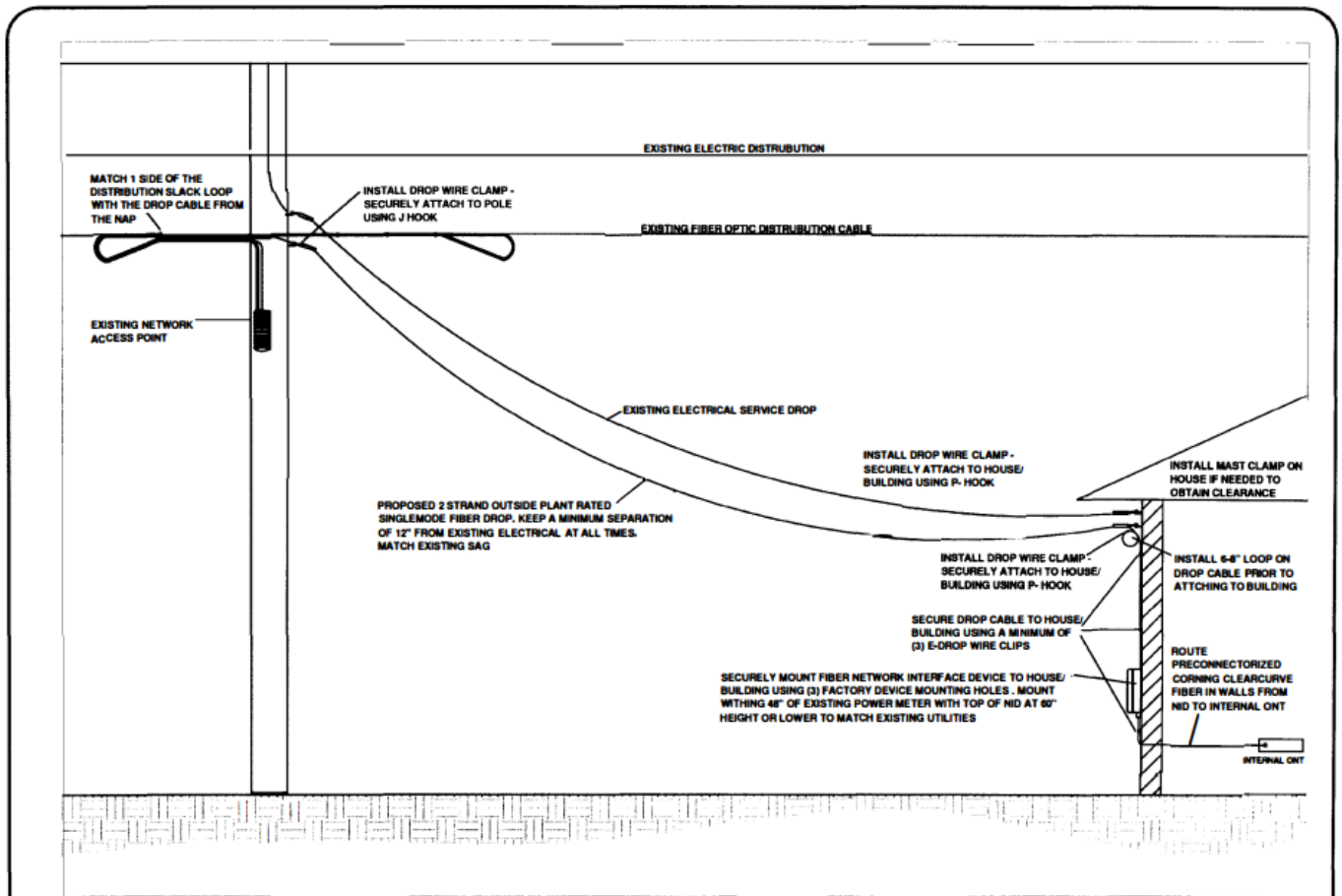




FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

23.0 CONSTRUCTION SHEETS CONTINUED:

Figure 1 Aerial Drop Installation Typical



TITLE:	REV	DATE	DESCRIPTION
AERIAL DROP INSTALLATION TYPICAL			

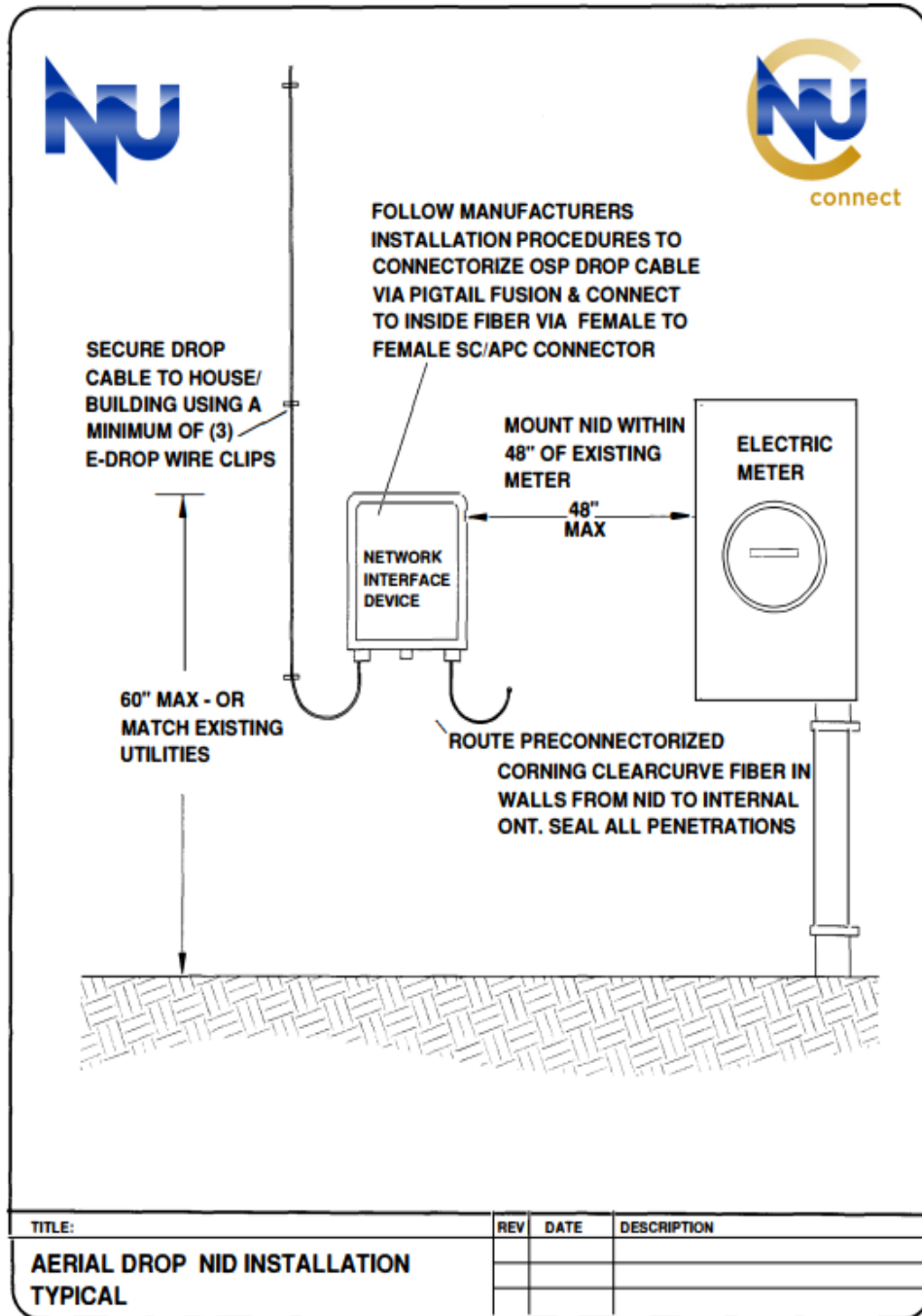




FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

24.0 CONSTRUCTION SHEETS CONTINUED:

Figure 3 Aerial Drop NID Installation Typical

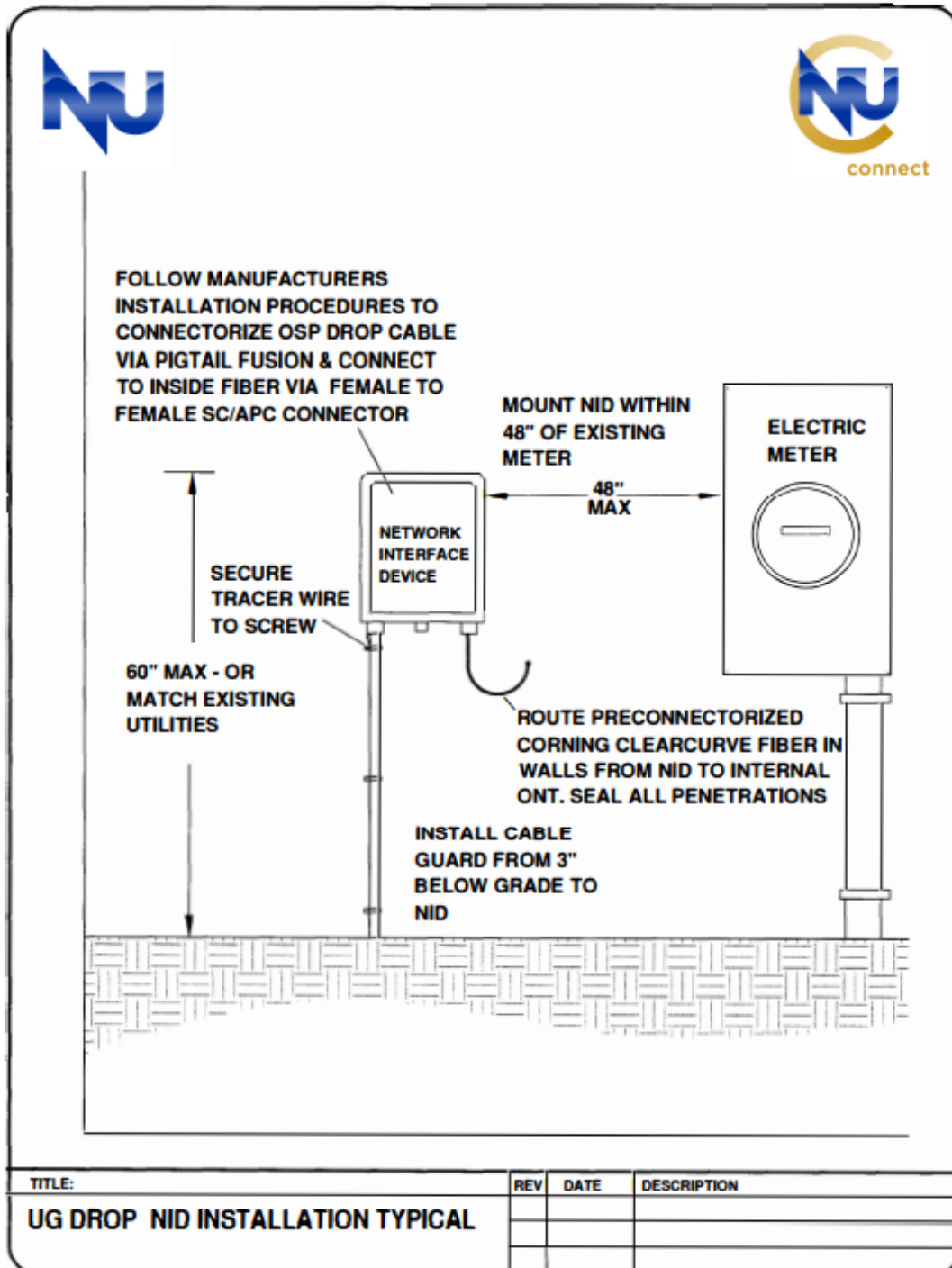




FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

25.0 CONSTRUCTION SHEETS CONTINUED:

Figure 4 UG Drop NID Installation Typical





STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 15 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

26.0 BID FORM:

Proposals must adhere to the format of the bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Include **2 (two) copies** of all bid forms with submitted bid proposal.

Firm Name

Address

City, State, Zip

Telephone

Date



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 16 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

27.0 BID FORM PRICE AUTHORIZATION:

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

Type of Organization: Corporation,
Partnership, Proprietorship



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 17 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

28.0 SUMMARY OF EXPERIENCE:

Company Name: _____

Main Office Location: _____

Contact Name: _____

Phone #: _____

FAX# _____

Email _____

Year Company founded _____



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 18 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

29.0 REFERENCES:

Complete and submit the following for three (3) projects of similar complexity as the project specified.

Name of Project: _____

Address of Project: _____

Management Company: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Monthly Contract Amount: less than \$500 \$501 - 1,000 \$1,001-\$2,000 \$over 2,000

Years Serviced: less than 1 year 1-3 years 3-5 years 5-10 years over 10 years

Description of Work: _____

Other Remarks: _____



STANDARD BID SPECIFICATION

Bid Number: RFP-FY22-APR004

Revision No. A

Page: 19 OF 19

FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT

30.0 BUSINESS DESCRIPTION:

Newport Utilities is a municipal electric, water, wastewater, and broadband service provider providing services in Newport (Cocke County), TN and parts of surrounding counties. Newport's service area is approximately 600 square miles.

INSTRUCTIONS TO BIDDERS

Two (2) copies of your response, which must include **all required supporting documents** must be submitted to:

Via U S Postal Service:

Newport Utilities
Attn: Donna Cureton
Manager of Purchasing, Logistics & Fleet
P. O. Box 519
Newport, TN 37822

Via overnight delivery service or hand delivery:

Newport Utilities
Attn: Donna Cureton
Manager of Purchasing, Logistics & Fleet
170 Cope Blvd.
Newport, TN 37821

All bids shall be clearly labeled on outside of envelope – SEALED BID RFP-FY22-APR004 – FIBER OPTIC SUPPORT URD AND AERIAL DROP CONTRACT, CONTRACTOR'S NAME, TN CONTRACTORS LICENSE NUMBER

Proposals will be received until Monday, May 16, 2022 at 2:30 pm (local time), after which they will be opened and read. Bids received after that time will be returned to the bidder unopened. No questions concerning the bids will be accepted after the first bid has been received. Newport Utilities reserves the right to disregard all nonconforming or conditional bids or counterproposals. NU shall be the sole arbiter of the conformity of bids to this Specification.