

# Town of Halifax, Vermont – Invitation to Bid Sealed Bids Due on or before June 18, 2024

## **Bid Process:**

Sealed bids for the provision of telecommunications conduit construction, repair, and refurbishment will be accepted as follows:

- **If hand delivered:** Any time prior to 3:00pm on [June 18, 2024](#) in the Halifax Town office (246 Branch Road Halifax, VT) OR bidder may bring sealed bid to the 6:00pm Selectboard meeting. Bids may be placed in the secure box next to the town office door if the office is closed.
- **If by mail:** Please send to Town of Halifax, PO Box 127 Halifax VT 05358 to assure delivery at any time prior to 3:00pm on the bid due date.
- All sealed bids must be clearly marked:

Attention: Town of Halifax - Selectboard

Fiber Conduit Project Administrator

Telecommunications conduit construction, repair and refurbishment

Sealed Bid Opening: June 18, 2024, 6:00pm

The bids will be read publicly at the Selectboard meeting at 6:00pm on [June 18, 2024](#).

The Town reserves the right to reject any and all bids, and waive any minor or non-material formalities, if deemed to be in the Town's best interest.

The Town will advertise in the town agreed newspaper (Deerfield Valley News), as well as the Town website ([halifaxvt.com](http://halifaxvt.com)).

Please see Attachment A (pages 2-4), Project description and specifications, for providing your bid. Please note any exceptions or additions made to bid specifications.

Please see Attachment B (pages 7-8), Halifax Purchasing Policy, for providing your bid.

Please complete and return the Town of Halifax, Vermont – Bid Form (pages 5-6) .

## **Questions and Answers**

Any questions please reach out to the project administrator David Jones by email at [David@ConsultingInDetail.com](mailto:David@ConsultingInDetail.com) or by phone or text at (917) 538-4649 not later than June 10, 2024.

If you would like to be informed of all questions received and the answers given, please email [David@ConsultingInDetail.com](mailto:David@ConsultingInDetail.com) not later than June 10.

Answers to all questions received by June 10 will be provided on June 11 to the questioners and others who have requested to be informed.

# Attachment A

## Specifications for Bid

### Overview

The Town of Halifax, VT (“Town”) requests bids for the construction of new underground conduit and modification, refurbishment, and repair of existing underground conduit leading from utility poles or pedestals to residential locations that require an underground path for a wired internet connection.

Town will select the locations to be included in the program, pre-approve the scope of work at each location, assemble locations into efficient phases, verify completion of pre-approved work at each location, and authorize payments of invoices for this work by the regional municipal entity that holds custody of the funds. The specifications for the conduit will conform with requirements set by the Deerfield Valley Communications Union District d.b.a. DVFiber as set forth in the Customer Connections section of its website at <https://dvfiber.net/customer-connections/>

Work is expected to begin in the summer of 2024 and finish in the summer of 2025. No work will be expected from mid-November until mid-April in order to avoid conditions of snow, frozen ground, and mud.

Prospective bidders are asked to propose unit costs for a standardized set of tasks. The scope for work at each location will be the tasks necessary at that location. The selected bidder will be required to execute one Master Agreement with Town and one Work Agreement for each project site. The Master Agreement will include the unit costs proposed by the winning bidder. The Work Agreement for each project site will include a Total Estimated Cost based on the unit costs proposed by the winning bidder and the units of the standardized tasks required at the location. The number of locations to be served will depend on the mix of work required at the selected locations and the unit costs established through this bid for the work. The maximum budget for the program is \$50,000. The town expects that demand for the program will exceed the limit of available funds.

### Scope of Work

The selected bidder will construct new underground conduit and/or modify, refurbish, and repair existing conduit. The standardized tasks and units of cost are:

1. Site survey: Visit each site to determine the services required there, enter the information into a standard Work Agreement form, and gain signature approval to begin from both Town and customer. Unit Cost: No charge, bundled into other unit costs.
2. Construct new conduit: Dig a trench between endpoints of communications drop, build conduit, attach to endpoints, and install pull string / mule tape. Note: minimum dimension of pull box where required is 8” x 8” x 4”. Contact DVFiber to confirm specifications before construction. Unit Cost: Cost Per Ft. between endpoints for options A-F below.
3. Clear existing conduit, verify angles, and install pull string or mule tape: Ensure a clear path exists to pull new fiber optic drop cable. Verify that changes in direction include no 90 degree angles but instead are curved with a radius of at least 6 inches. Place pull string /mule tape within this path, leaving at least 2 feet of slack at both ends. This scope element does not include work described in scope elements 4 or 5 below. Connect Unit Costs: Cost per homesite and/or cost per ft. for options A-F below.

4. Connect 2 adjacent conduit sections: Where two sections of conduit meet at a pedestal, post, or wall but are separated, connect them while maintaining sufficient bend radius for fiber optic cable, e.g., using long sweeps (not 90-degree elbows or “L” shaped angles). Where two sections of existing conduit are best joined by constructing an underground connection between them, expose the existing conduits and construct a connection between them. Install a pull box if the total distance between endpoints exceeds 400 ft. Refer to DVFiber website for required specifications. Above-ground connections should have structural rigidity, e.g., schedule 40 or secure attachment of HDPE. Unit Costs: Per hour for labor and at margin over cost for materials.
5. Repair section(s) of existing conduit. Where an obstruction is found when clearing and installing pull string on otherwise usable conduit, expose the damaged section and connect a replacement section. Where the termination of existing conduit at either end does not meet DVFiber standards, construct and connect a compliant termination. Install one or more pull boxes if the total distance of both sections exceeds 400 ft. Per hour for labor and at margin over cost for materials.
6. Restore asphalt above trench. Where trench must be dug through existing asphalt, make a permanent repair to the section dug up. Cost per linear foot.
7. Contingency. Where conditions are unusually challenging (e.g., steep slope, swampy area, overgrown, etc.), add a surcharge for cost per foot.

<b>New Conduit Specifications *</b>			
<b>Conduit Type</b>	<b>Conduit Length:</b>		
	Up to 400 Ft.	401-600 Ft	601 Ft +
Rigid Schedule 40, NEMA TC-2	<b>A.</b> At least 1.5” diameter with pull string or tape having 210-250 lbs tensile strength	<b>B.</b> At least 2” diameter with pull string or tape having 210-250 lbs tensile strength and intermediate pull boxes spaced not more than 400’ apart.	<b>C.</b> At least 2” diameter with pull string or tape having 210-250 lbs tensile strength and intermediate pull boxes spaced not more than 600’ apart
Flexible NEMA TC-7	<b>D.</b> At least 1.25” diameter with pull string or tape having at least 210 lbs tensile strength	<b>E.</b> At least 1.5” diameter with pull string or tape having 210-250 lbs tensile strength and intermediate pull boxes spaced not more than 400’ apart	<b>F.</b> At least 1.5” diameter with pull string or tape having at least 250 lbs tensile strength and intermediate pull boxes spaced not more than 400’ apart
* Contractor is responsible to fulfill all specifications found at <a href="https://dvfiber.net/customer-connections/">https://dvfiber.net/customer-connections/</a> . This table summarizes the size elements of those specifications.			

## Contracts and Payments

The successful bidder will execute one Master Agreement with Town and many Work Agreements with Town and individual homeowners, one for each project site.

The Master Agreement will include the following provisions:

- A general description of Work Agreements governed by the Master Agreement.
- Reference to the schedule of standard unit costs to be used in calculating the cost of each Work Agreement.
- A requirement for Town's signature authorization on each Work Agreement before the bidder begins work at each project site.
- A commitment by Town to coordinate the contracted services so that the successful bidder's resources can be deployed efficiently across project sites.
- A requirement for the successful bidder to issue one monthly invoice for all work completed under this program during the previous month and to attach records of completed work to each monthly invoice.
- Responsibility of Town to review and approve invoices and track disbursement of funds so that the cost of authorized work does not exceed the \$50,000 limit.
- Affirmation that Town has arranged with DVFiber to pay timely each invoice approved by Town.
- Protection of privacy and confidentiality of homeowners' personal information and property addresses.
- Minimum insurance requirements including property, liability, and workers compensation.

Each Work Agreement will include the following provisions:

- Site survey map showing start and endpoints of conduit path and all other underground facilities.
- Authorization by the homeowner for the successful bidder to access and perform work at the project site.
- Agreement by the successful bidder that its completed work will conform to the standards for conduit construction set by DVFiber.
- Agreement by the successful bidder to apply the schedule of standard unit costs provided in bidder's response to this Request for Bids when invoicing for completed work.
- Limitation of the successful bidder's responsibility for site restoration after work is performed to include turf grass and exclude stonework, flowers, and ornamental plantings.
- Option for the homeowner to pay in advance any portion of the contracted cost that Town does not approve.
- Requirement to obtain the homeowner's verification that work has been completed.
- Use of a Premises Code to identify property in invoice records.
- Option to obtain Town's verification that work has been completed if customer withholds authorization unreasonably in Town's opinion.

Bidder agrees to execute Master Agreement and Work Agreement contracts substantially similar to the draft agreements posted at these links:

[Master Agreement Draft v3 22May2024](#)

[Work Agreement Draft v2 22May2024.docx](#)

## **Proposal**

Please propose unit costs that will apply uniformly across all sites for each of the following scope elements. The proposed unit costs will be incorporated into the Master Agreement and Work Agreements. Note: n/a indicates unit cost that should not be proposed. "Per Location" means a one-time charge for setup if any in addition to or instead of a per-foot cost. In your bid, state any exceptions to the specifications.

# Town of Halifax, Vermont – Bid Form

Sealed Bids Due on **June 18, 2024**

Date Bid Submitted: \_\_\_\_\_  
 Name of Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Authorized Contact Name: \_\_\_\_\_  
 Authorized Contact Title: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Attention:**

Town of Halifax Selectboard  
 PO Box 127  
 Halifax, VT 05358

Dear Halifax Selectboard,

Having examined the documents provided with the subject invitation, the undersigned proposes to provide the Town of Halifax the following Vehicle in accordance with the subject documents.

**Project Specifications:**

Perform scope described in specifications above.

Scope Elements	Units			
	Per Homesite	Per Foot	Per Hour	Materials*
1. Site Survey	n/a	n/a	n/a	n/a
2. Construct New Conduit				
Rigid A	n/a		n/a	n/a
B	n/a		n/a	n/a
C	n/a		n/a	n/a
Flexible D	n/a		n/a	n/a
E	n/a		n/a	n/a
F	n/a		n/a	n/a
3. Clear existing conduit, check angles, and install pull string / mule tape				
Rigid A			n/a	n/a
B			n/a	n/a
C			n/a	n/a
Flexible D			n/a	n/a
E			n/a	n/a
F			n/a	n/a
4. Connect 2 adjacent conduit sections				
Rigid	n/a	n/a		
Flexible	n/a	n/a		
5. Repair section(s) of existing conduit				
Rigid	n/a	n/a		
Flexible	n/a	n/a		

Scope Elements	Units			
	Per Homesite	Per Foot	Per Hour	Materials*
6. Restore asphalt	n/a		n/a	n/a
7. Contingency	(Describe)			

\* Indicate margin over invoiced cost if any, zero if provided at cost.

I understand the Town of Halifax, VT reserves the right to reject any and all bids, and waive any minor or non-material informality, if deemed to be in the Town's best interest.

I certify, under penalties of perjury, that (1) I have had the opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterment or other municipal charges that I owe to the Town of Halifax or have payment agreement in place or have filled an appeal over the same.

Signature of Bidder: \_\_\_\_\_

Title of Bidder: \_\_\_\_\_

Date Signed (MM/DD/YYYY): \_\_\_\_\_

**PURCHASING POLICY**  
**Town of Halifax, Vermont**

**#1. PURPOSE**

The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Halifax at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

**#2. PURCHASING AUTHORIZATION**

No purchase over \$24,999.99 or the limit of their budget, shall be made by any Town officer or employee without prior approval of the Selectboard. When making any purchase not subject to the bid process described below, officers and employees must solicit quotes from at least three vendors unless the Selectboard has approved a sole source vendor. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Town.

**#3. BID PROCESS**

A. All purchases of \$25,000.00 or more shall be subject to a formal bid process- The bid process shall be initiated by the issuance of a request for bids prepared by the Selectboard. Notice of the request for bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Town, and advertisements placed in a newspaper of record for the town of Halifax.

B. There shall be a single contact person authorized for bidding procedures. Any additional bid information shall be issued to all bidders. Any information disseminated by an unauthorized person shall be invalid.

C. Commodities.

1. Purchases of commodities shall include sand, gravel, fuel and heating oil. These purchases will be made from an approved vendor list by verbal or written communication. A minimum of three vendors will be contacted for bids. Newspaper ads are not required for commodity purchases.
2. Salt, tires, culverts, and plow cutting edges are purchased through a State bidding process.

**#4. BID SPECIFICATIONS**

Bid specifications shall include:

- Bid name
- Bid submission deadline
- Date, location, and time of bid opening
- Specifications for the project or services including quantity, design, and performance features Bond and/or insurance requirements
- Any special requirements unique to the purchase
- Delivery or completion date

Once a request for bids has been issued, the bid specifications will be available for inspection at the Town Office.

**#5. BID SUBMISSION**

All bids must be submitted in sealed envelopes, addressed to the Town in care of the Selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Emailed or faxed bid submissions will not be accepted.

Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligations to any undisclosed person or firm.

**#6. BID OPENING**

Every bid received prior to the submission deadline will be publicly opened and read aloud by the Selectboard. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total if stated; and the nature and the amount of security furnished with the bid if required.

**#7. CRITERIA FOR BID SELECTION**

In evaluating bids, the Selectboard will consider the following criteria:

- Price
- Bidder's ability to perform within the specified time limits.
- Bidder's experience and reputation, including past performance for the Town.
- Quality of the materials and services specified in the bid.
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
- Bidder's submission of proof of worker's compensation insurance coverage for self and all employees.
- Bidder's inclusion in bid packet of required certifications for all contractors, subcontractors, and suppliers.
- Bidder's financial responsibility.
- Bidder's availability to provide future service, maintenance, and support.
- Nature and size of bidder.
- Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service.

The Selectboard reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its

sole and absolute judgment will best serve the Town's interest. The Selectboard reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

**#8. PERFORMANCE**

The Selectboard reserves the right to terminate any contract for poor performance, inadequate quality of product or service, or failure to meet timely delivery dates.

**#9. CHANGE ORDERS**

If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the Selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town must sign the change order.

**#10. EXCEPTIONS**

- Sole Source Purchases. If the Selectboard determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source.
- Recurring Purchases. If the total value of a recurring purchase of a good or service is anticipated to exceed \$25 000.00 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Selectboard votes to initiate a new bid process.

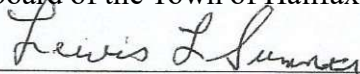
**#11. EMERGENCY PURCHASES**

The Selectboard may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.

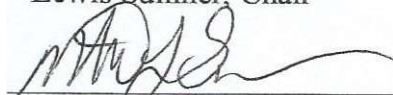
**#12. PROFESSIONAL SERVICES.**

The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, engineering, risk management, and insurance services. The foregoing Policy is hereby adopted by the Selectboard of the Town of Halifax, Vermont, this 21<sup>st</sup> day of October, 2014 with amendments approved on the 7<sup>th</sup> day of October 2014 and is effective as of this date until amended or repealed.

Amended and approved by the Selectboard of the Town of Halifax <sup>16<sup>th</sup></sup> August, thi

  
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Lewis Sumner, Chair

  
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Mitchell Green, Vice Chair

  
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Bradley Rafus