



Purchasing Department  
12830 S Redwood Rd  
Riverton, UT 84065  
801-208-3175

## REQUEST FOR PROPOSAL #211-18

### PURPOSE OF REQUEST:

The purpose of this Request for Proposal (RFP) is to select a partner or partners to assist the City in developing a Broadband Plan to Implement an Open Access network plan. The potential partner/partners hereinafter may be referred to by the following terms: Partner, Firm, Consultant, Contractor and/or Company. Riverton City hereinafter may be referred to as the City.

### RESPONSE DATE AND LOCATION:

**Offers must be received by 2:00 PM on August 14, 2018.**

**Offers may be turned in to the Riverton City Purchasing Office, 12830 South Redwood Rd, Riverton, Utah 84065 or may be electronically submitted at [ccalvert@rivertoncity.com](mailto:ccalvert@rivertoncity.com).** The reference number for this RFP is #211-18. Any proposal that is received after this due date and time will be returned unopened to the proposer. All proposals and communications relative to this proposal must bear RFP 211-18. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record who received the original RFP.

### ADMINISTRATIVE GUIDANCE:

The information provided herein is intended and designed to provide those interested in responding sufficient basic information regarding minimum requirements. It is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **Proposers are at liberty and are encouraged to expand upon the specification to evidence service capability under any agreement.** RLESA will not be liable for any costs proposers may incur in the preparation or presentation of this proposal.

*Proposals of the successful firm shall be open to public inspection for a period of ninety (90) days after the announcement of the selection of the auditor. Proposals of those who responded but are not awarded contracts shall not be open to public inspection.*

### PROPOSAL CONSIDERATION:

An award of a contract or contracts may be based solely upon the merits of the initial proposal, without any oral commentary. In light of this possibility, proposers should present the most favorable price and service available. The City may require an oral presentation from a short list of the top two or three proposers to make a final selection. If necessary, this presentation will be scheduled after the closing date

and prior to the award of the contract. The City reserves the right to reject any or all proposals received and to waive any informality or technicality in any proposal in the interest of the City.

TERMS OF CONTRACT:

The agreement will be in accordance with requirements set forth in the establish scope of services and the attached terms and conditions. All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions. Riverton Law Enforcement Service Area reserves the right to award multiple contracts to more than one contractor for the same or similar items

Any contract or contracts established may be terminated, with or without cause, at any time, by either party with advance written notification of at least (30) calendar days. On termination of this contract, all accounts and payments will be processed to date of termination for approved services according the financial arrangements set forth.

SCOPE OF SERVICES:

A scope of service or multiple scope of services will be established and incorporated into the contract or contracts based upon the responses that are received from this RFP.

**Introduction**

The City of Riverton is initiating a formal planning process to install fiber optic infrastructure throughout city limits for commercial, residential and municipal use. As part of its Master Planning process, the city council and mayor have determined that high speed communications infrastructure is the foundational infrastructure for cities in the 21st century and it is strategically important for the city to control its own destiny as it relates to this infrastructure. Additionally, the city seeks to be in a position to incrementally add Smart applications for economic development, public safety, emergency communications, education, health care, improved livability and other Smart City functions as needed. Further, city leadership views available, robust and affordable internet access as one of the core elements of a Smart City.

Vision

Riverton's leaders have a vision for municipally owned communications infrastructure that includes the following key ideas:

Infrastructure

High speed communications infrastructure is core to the mission of the city because it is the foundational infrastructure for cities in the 21<sup>st</sup> century. The city seeks local control of this critical infrastructure to align network use with local needs and interests. Fiber Optic Cable will be the base technology used because it is the least expensive, most robust and it is future proof. Fiber optic infrastructure will be managed as a utility for the advancement of the community.

Open Access

The city will pursue an Open Access model which encourages competition and innovation and limits the city's role to management and operation of the infrastructure. The Open Access model the city will pursue is one that establishes separation between infrastructure management and service delivery. The city or its agents will build and operate this infrastructure on behalf of the city and its residents. The city does not seek to become a service provider. Services will be hosted in an open local cloud and thereby lower the barriers to entry for service providers to foster competition and innovation. The city's goal is to have this

system work like our road system where the city operates and maintains the roads and invites open service delivery across the roads.

#### Stakeholders

Stakeholders in this system will include the city as Network Operator, Service Providers (example: Internet Service Provider) and Subscribers (customers) to the network. The city seeks to honor the interests of all networks stakeholders but the focus of the network design will be driven by the interests of subscribers – the people who fund the network.

#### Smart City

City leaders seek to position municipal infrastructure for a future which will be increasingly digital, automated and connected. To prepare for this future, communications infrastructure and technological capability is a growing priority.

#### Technology

The City seeks to collaborate with technology partners to leverage the benefits of advanced networking technologies as we pursue a network that is evolvable, flexible, reliable and will position the city to participate in a Smart City ecosystem with other cities that share a similar vision.

This RFP is a critical component in the city's planning process and has two primary purposes: 1) identify a technology platform partner for an Open Access network for residents, businesses, and community anchor institutions (CAIs) within Riverton City limits; 2) identify a partner or partners to assist the City in developing a Broadband Plan to implement an Open Access network in Riverton. The Broadband Plan should include Strategic, Tactical and Project Management elements. Preference will be given to respondents that are capable of providing solutions for both these objectives.

Riverton seeks input from potential partners regarding the terms and conditions under which a Partner would participate in the proposed project. While Riverton's main goal is to find a technology solution for an Open Access network, it is also important that the city develops a well thought out Broadband Plan that complements the technology platform the city will deploy.

Respondents may create teams which collaborate to respond to this RFP, as long as one of the respondents will be responsible for the partnership in its entirety.

#### **Vision**

Riverton envisions advanced communications infrastructure for the businesses, residents, and Anchor Institutions within city limits. Riverton views fiber-based broadband connectivity as an essential utility. Providing equal and affordable access to communications infrastructure and service is essential to promoting opportunities for all businesses, educational institutions, employers, healthcare providers, other anchor institutions and residents.

The dominant access model used in the United States does not adequately serve the interests of subscribers and fiber optic infrastructure will become an increasingly important driver of lowering business costs; attracting and retaining highly skilled residents; attracting new industries, retaining existing businesses; and creating sustainable new jobs in an entrepreneurial economy based on innovation and creativity.

Robust business, residential, and institutional connectivity will also expand opportunities for local students and enable more open government and civic engagement.

We intend to empower our citizens and local businesses to be network economy producers— not just consumers of network information and data services. Further, we intend to provide our business and CAI

stakeholders with the broadband capacity they need to compete successfully in the global marketplace,

### **Project Goals**

Riverton seeks a partnership that will meet the city's current access needs and will enable future needs.

The partner selected will work with Riverton Staff to build a full broadband plan that includes strategy, tactical and project plan elements. This will include a proposed business model for operating the network. The city seeks creative solutions and does not intend to replicate the dominant model that exists in the United States today. Proposals will be presented to the Riverton City Council for consideration. Upon successful approval from the City Council, Riverton will enter into negotiations for an agreement with the partner to begin the planning process and to move toward a Proof of Concept followed by phase one of the FTTP project.

The focus of this RFP is to identify a partnership that:

1. **Provides a State-of-the-art Open Access Platform** to foster competition and innovation among service providers and enables the city and its residents to openly innovate and implement smart applications.
2. **Can assist the city in developing a Broadband Plan which complements the technology platform and will lead to the deployment of a successful network.** This plan should include strategic, tactical and project plan elements. The city is particularly interested in moving forward with a business model designed to drive high customer demand, enables high levels of community engagement, mitigate city risk, is sustainable and evolvable into the future, and helps the city achieve its other strategic objectives.

### PROPOSAL FORMAT:

Proposals must be concise and in outline format. Please furnish one (1) original copy and one (1) committee member copy of your proposal. The original copy of the RFP may be a hard copy or an electronic copy if responding via email, and the committee member copy is to be an electronic copy only (electronic copies are to be in Adobe Reader Format and not to exceed 5MG). The committee member copy is not to include pricing, do not include anything regarding pricing in the committee member copy; the pricing will be scored by the purchasing department. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections. If they are not, they may be rejected. Each tabbed section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should be long enough to expand on the qualifications and experience; however, lengthy, encyclopedic RFPs are not encouraged. Proposals should not exceed twelve (12) pages, including covers, dividers and resumes.

Riverton asks that all respondents precisely follow the response format outlined in this Section. Riverton will use a variety of mechanisms for evaluating responses, and will review responses based on respondents' technology platform, references from live deployments in the United States, responsiveness to Riverton's objectives and vision and the proposed planning process; and other factors deemed relevant by the evaluation committee.

Riverton may request more detailed responses from finalists including the possibility of standing up the solution in a Proof of Concept.

It is anticipated that finalists will be asked to make a presentation to the Evaluation Committee prior to a selection.

If Riverton selects a partner to move forward with the planning process and a technology Proof of Concept, the selected partner will work very closely with Riverton Staff to develop a full plan, including an estimate of costs for design, construction, network operation, and Phase one FTTP deployment. It is anticipated that the Broadband Plan will be submitted to the Riverton City Council for consideration. If the Riverton City Council approves, Riverton will move into contract negotiations with the partner to carry out the submitted plans.

1. Cover Letter: Please include company name, address of corporate headquarters, address of nearest local office, contact name for response, and that person's contact information (address, phone, cell, email).
2. Open Access Technology Platform: Respond to each of the questions listed below.  
**(Keep response to six (6) pages maximum. Evaluation Weighting = 50%)**
  - Provide an overview of the functionality of your Open Access Platform including key features and elements of the platform.
  - Describe advanced networking capabilities which are included in the platform: (SDN, Virtualization, Automation, etc.).
  - Describe the standards and protocols which are integrated into your platform and their relevance for both the Open Access and ease of use nature of the platform.
  - Describe the capability of the platform to enable services beyond Triple Play (Voice, TV, Internet).
  - Describe whether your platform integrates with Active vs Passive network electronics.
  - Is the provisioning for new customers automated (i.e., is the enrollment for customers a process that requires human intervention)? Please describe the level of automation built into the system for client provisioning.
  - Is the provisioning for a new network connection automated (i.e., does network provisioning require human intervention)? Please describe the level of automation built into the system for network provisioning.
  - How long does it take to provision both a new client and a new network?
  - Can the system do automated machine to machine provisioning? i.e., can a sensor trigger network provisioning? Please describe how this functionality is being used if available:
  - Describe the edge (premise) device used in your system. Include information on the manufacturer, device name, processing capability, virtualization capabilities, whether virtual

machines and containers are integrated, and the number of services that can run simultaneously to the edge device.

- Describe Privacy & Security attributes of each of the core elements in the platform.
- Provide an overview of any patents or intellectual property associated with your platform.
- Describe the competitive advantages offered by your Open Access solution that will contribute to network success.
- What would be required in time, money and labor to stand up a Proof of Concept of your Open Access solution?
- If available, include a link to a video demonstration of your system.
- Identify key areas of risk the City should be aware of as it relates to your recommended Open Access Platform.

3. Planning Process Overview: Summarize the structure you will provide to assist the City in developing a Broadband Plan that includes the following elements:  
**(Keep response to four (4) pages. Evaluation Weighting = 20%)**

#### **Strategic Plan**

- Provide an overview of your strategic planning process.
- Describe in detail the key strategy elements and strategic principles you recommend to clients to drive network success.
- Describe how the City's vision as outline above is consistent or not consistent with the vision your organization would promote. City leadership is particularly interested in ideas it may not yet have considered for its vision.
- Describe the process you will use to educate city leadership, key anchor institutions and residents on the vision, guiding principles and significance of the network for the community.
- Provide a detailed description of the business model you will recommend to the city.
- Include a description of risk allocation, flow of funds and strategic significance of the business model.
- Describe important connections between the strategic plan and your recommended technology platform?
- Describe how your strategic vision will help the city build a network that is evolvable

into the future.

- Describe how your strategic vision will help the city build a network that is responsive to a rapidly changing technology environment.
- Describe how your strategic vision will help the city build a network that is responsive to competitive threats to network success.
- Describe how your strategic vision will help the city build a network that fosters innovation both on the network and because of the network.
- Describe how your strategic vision will help the city achieve other strategic priorities (Economic Development, Environmental Sustainability, Efficient Government, Livability, etc.).

### **Tactical Plan**

- Provide an overview of the anticipated political process for authorizing and overseeing network deployment.
- Provide an overview of the anticipated legal process for establishing authority for the city to build out network infrastructure.
- Provide an overview of the anticipated process for financing the network.
- Discuss the strengths and competitive advantages your firm would bring in terms of financing the network.
- Provide an overview of the presently owned infrastructure, such as fiber runs between intersections that are currently controlling signals, cameras etc.
- Provide an overview of the anticipated process for construction planning and network construction.
- Provide an overview of the anticipated process for Network Operations Planning, including:
  - Inside Plant
  - Outside Plant
- Will your assistance with the tactical plan include reliable cost projections that can be used by city leadership to make decisions about the feasibility of going forward with the network?
- Describe the level of detail you will provide for cost estimates for the network.
- Describe additional partnerships and suppliers that will be necessary for network success.

- What will your organization do to assist in securing those partners or suppliers?
- Describe the process and technology tools your organization will provide to drive community engagement, education and Take-Rate for the network.
- Describe the services and tools your organization will provide for each of the above as part of the fee you will charge the city.

### **Project Plan**

- Summarize the key Project Management elements you will recommend to the City to successfully execute the Broadband Plan.
- What role will your organization play in creating the Project Plan?
- Describe how your organization would interface with the Project Manager assigned by the city to oversee this project.
- Identify key areas of risk the City should be aware of as it relates to development of the Broadband Plan.

4. Professional Capabilities and References: Provide the following:  
**(Evaluation Weighting = 20%)**

Describe the technical capabilities of key members of your firm, years of experience and how they will make your firm an attractive Partner for this project.

Provide contact information for cities or counties in the United States or Canada that can attest: 1) To the capabilities and reliability of your Open Access Platform, 2) To the ability of your team to assist the city in developing a Broadband Plan with the goal of successfully implementing an Open Access network in Riverton.

5. Schedule: Describe your proposed schedule for developing the Broadband Plan and implementing a Proof of Concept system. Offer a timeline with key milestones.

6. Pricing: Provide a fee schedule for:  
**(Evaluation Weighting = 10%)**

- The technology platform recommended by your firm
- The consulting services provided by your firm to assist with developing the broadband plan.
- Provide a clear description of your responsibilities vs the responsibilities of the city as it relates to:

- Deployment of the technology in a POC and Phase 1
- Development of the Broadband Plan

EVALUATION CRITERIA:

All proposals will be evaluated and ranked by a review committee. The selected committee members will receive an electronic copy of the submitted proposal, excluding the costs section. The award of the contract shall be based upon the factors as identified in the above sections.

PROPRIETARY INFORMATION:

Proposers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A declaration must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal **will not** be considered proprietary. All materials become the property of Riverton City and may be returned only at the City's option. Proposals submitted may be reviewed and evaluated by any person, not competing proposers, at the discretion of the City.

The City will establish a question and answer sheet for this RFP. Please direct questions concerning this RFP in writing to:

[ccalvert@rivertoncity.com](mailto:ccalvert@rivertoncity.com)

**ATTACHMENT "A"**  
**STANDARD CONTRACT TERMS AND CONDITIONS**

**TERMS OF AGREEMENT**

In the event of any conflict between these standard terms and conditions and any other terms and condition included in this agreement, these standard contract terms and conditions, Attachment "A", will govern.

**INDEMNIFICATION**

The consultant agrees to defend, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments or liability including but not limited to general liability, automobile, and professional errors and omissions liability, arising out of the negligent acts, errors and omissions of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Consultant further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and, release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the consultant use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

**INSURANCE**

Riverton City requires the insurance provider to be rated an A- or better or a financial category of VII (7) or Higher as rated by AM Best Ratings.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be a required by Utah Workmen's Compensation Laws. All subcontractors are required to also carry workers compensation insurance as specified above. The City will require employees from companies who choose to not carry workers compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be a required by Utah Workmen's Compensation Laws.

Professional Liability insurance in the amount of \$1,000,000.00 must be maintained during the term of the contract.

Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00.

Commercial Auto insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00. The insurance must apply to hired, not owned and owned vehicles.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder;

Riverton City, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operation performed by or on behalf of the named insured.

Riverton City will assume no liabilities for the contractor including any of the contractor's

representatives, employees or properties, and agrees to, at all times, protect, indemnify, defend and hold harmless the City and City employees from any and all claims Insurance provided is required to be primary and non-contributory. Proof of coverage must be provided before work can begin, and agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

### **INDEPENDENT CONTRACT**

It is understood and agreed by the parties that the consultant is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Consultant's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

### **ASSIGNMENT**

The consultant shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the consultant of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the consultant and against any such assignee.

### **LICENSE**

The consultant is properly licensed for the service(s) provided, including a business license. consultant will provide all licenses before work can begin.

### **WORKFORCE**

The consultant agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the consultant new employees that are employed in the state. The consultant further agrees to have each contractor or subcontractor who works for or under main consultant, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

### **STANDARD OF CARE**

Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time consultant's services are performed. Consultant shall, at consultant's sole expense, redo any services not meeting this standard.

### **TAXATION**

It is understood and agreed that the contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed.

**NOTICES**

All notices to be given under this agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such other address as the party may provide in writing from time to time. Such notice shall be mailed, return receipt requested, to the parties as follows:

Consultant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NO OFFICER OR EMPLOYEE INTEREST**

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the consultant or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises consultant's operations, or authorizes funding of payments to the consultant.

**AFFIDAVITS**

At the time of, or prior to, commencing work, the consultant shall submit a sworn affidavit from each officer, employee or agent of the consultant who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

**NON-DISCRIMINATION/AFFIRMATIVE ACTION**

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. ***The consultant must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.***

**LAW**

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

**DEFAULT**

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the

remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

#### **ENTIRE AGREEMENT**

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.