



Request for Proposal

RFP-4137-15-SDH

DOWNTOWN BROADBAND PILOT PROJECT

RESPONSES DUE:

January 22, 2016 prior to 3:00 p.m.

250 N. 5th Street

City Clerk's Office, Room #111

Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Scott Hockins, Project Manager

scotth@gjcity.org

970-244-1484

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

RFP-4137-15-SDH

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction on behalf of the Downtown Development Authority. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Scott Hockins, Project Manager

scotth@gjcity.org

- 1.2 Purpose:** The City of Grand Junction is committed to seeking partners in an initiative to bring world-class, high speed Internet infrastructure initially to its downtown core and eventually to the remaining areas of the City. In collaboration with the Grand Junction Downtown Development Authority, the City of Grand Junction seeks innovative private-sector business partners interested in building, operating and maintaining a high speed network capable of offering up to Gigabit Internet services in Grand Junction.
- 1.3 The Owner:** The Owner is the City of Grand Junction and/or the Downtown Development Authority, and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on CD or USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside **“RFP-4137-15-SDH Downtown Broadband Pilot Project.”** THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC DOCUMENT. For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive.

- 1.6 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 **Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 **Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.11 **Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at www.gjcity.org by selecting the Bids link, and Bidnet at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 **Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.13 **Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be

reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

1.14 Response Material Ownership: All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.14 "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.15 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.16 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.17 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner

shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.

- 2.8. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.9. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.10. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.11. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.12. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

- 2.13. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

2.20.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.22. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.23. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.24. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.25. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.26. Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages. Offeror shall include coverage for explosion, collapse, and underground (SCU) hazards.

- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.33. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.

- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.37. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.39. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.40. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.41. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.42. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.43. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.44. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.45. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.46. Definitions:**
- 2.46.1.** "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
 - 2.46.2.** "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
 - 2.46.3.** The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
 - 2.46.4.** "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if

the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.46.5. "Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.46.6. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.46.7. "High speed Internet" is a dynamic term that generally describes Internet access to the business or residence that is reliable, capable of meeting current needs and scalable to meet future needs. The "gold" standard for high speed Internet is currently measured as capable of synchronous gigabit data transfer speeds.

- 2.47 **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 **Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The

Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The City of Grand Junction is committed to seeking partners in an initiative to bring world-class, high speed Internet infrastructure initially to its downtown core and eventually to the remaining areas of the City. In collaboration with the Grand Junction Downtown Development Authority, the City of Grand Junction seeks innovative public- or private-sector business partners interested in building, operating and maintaining a network capable of offering Gigabit Internet services in Grand Junction.

The DDA was established in 1981 by the City of Grand Junction after receiving approval through a special election of the Downtown property owners and businesses. The Authority was the first such organization in the State of Colorado and this private-sector initiative exemplifies the strong dedication and support which has helped to shape Downtown Grand Junction. The primary responsibility of the DDA is to support and facilitate economic development efforts to enhance the vitality of the Downtown community through capital investment and construction.

The initial project will be in the downtown core and will serve as a pilot for further expansion within the City of Grand Junction. A map of the downtown core area ("Pilot Project") is shown on the following page. The following locations are priorities for the Pilot Project and Offerors should address these areas as such, providing information in the response to these specific locations.

- Quick Wins, (shown in green)
- DDA Owned properties, (shown in yellow)
- Redevelopment Areas, (shown in blue)
- DDA Broadband Pilot Study Area

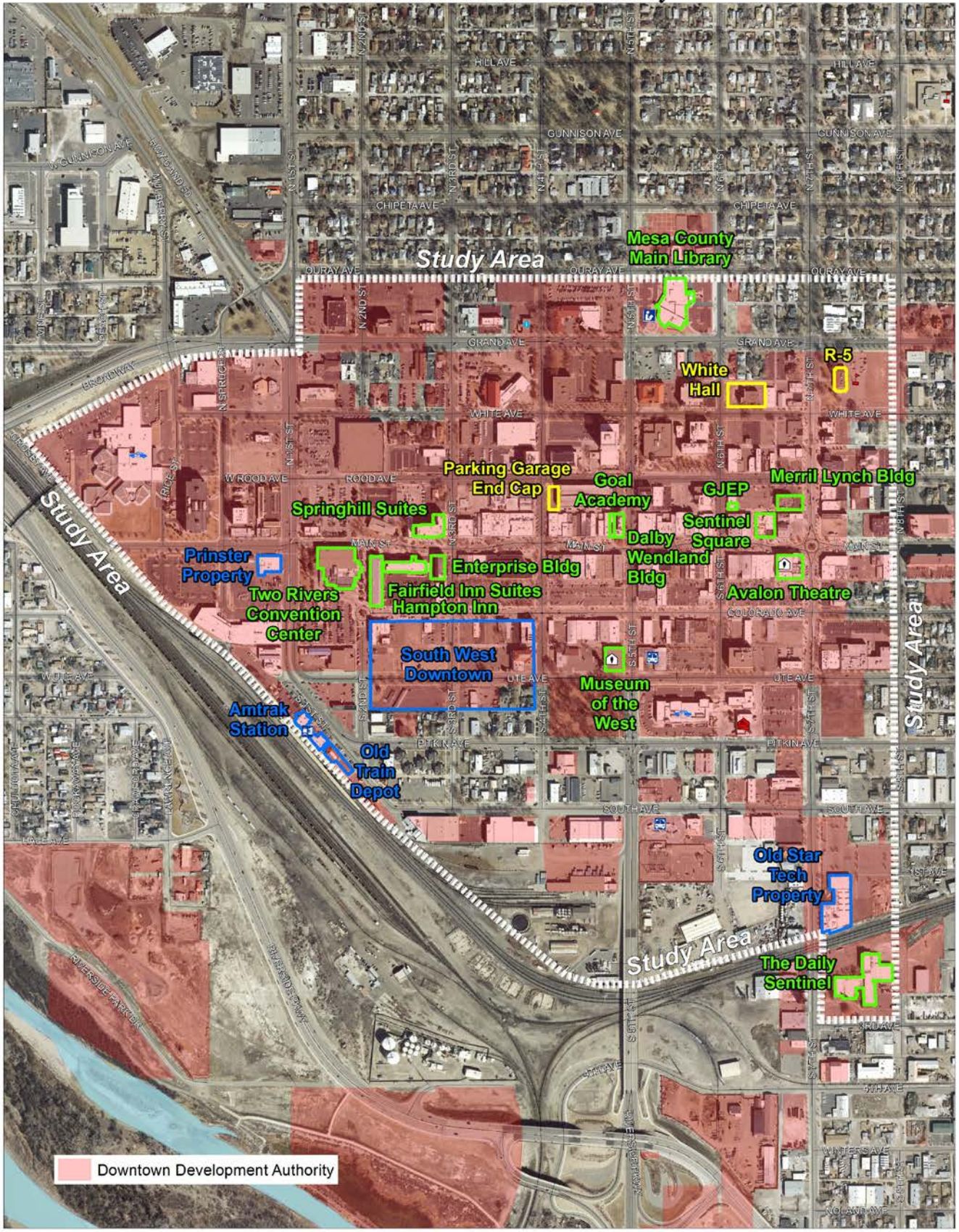
The specific location information for these priority areas includes:

Quick Wins	
Mesa County Library	443 N 6TH ST
Daily Sentinel	734 S 7th ST
Museum of the West	462 UTE AVE
Two Rivers Convention Center	159 MAIN ST
Spring Hill Suites	236 MAIN ST
Fairfield Inn Suites Marriott	225 MAIN ST
Hampton Inn	205 MAIN ST
Goal Academy	454 MAIN ST
Avalon Theatre	645 MAIN ST
Grand Junction Economic Partnership	122 N 6 th ST
Sentinel Square	634 MAIN ST
Merrill Lynch Building	123 N 7 th ST
Dalby Wendland Building	524 MAIN ST
Enterprise Building	101 S 3 rd ST

DDA Owned Properties	
White Hall	600 WHITE AVE
Parking Garage End Cap	130 4th ST
R-5 High School	310 N 7th ST

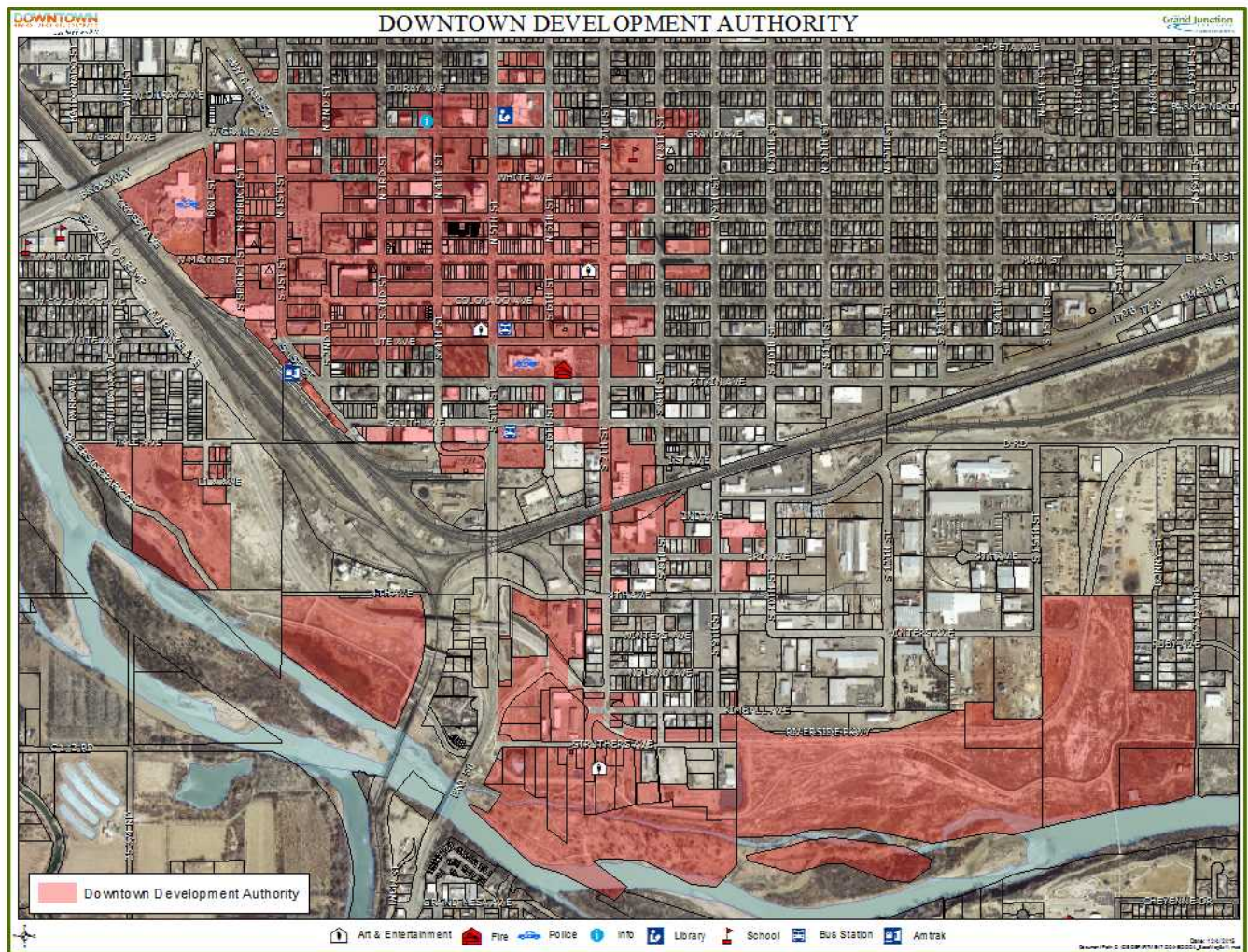
Redevelopment Areas	
Southwest Downtown	
Prinster Property	105 W MAIN ST
Amtrak Station, Historic Train Depot	337 S 1st ST
Old Star Tech Building	630 S 7th ST

DDA Broadband Pilot Study



Downtown Development Authority

0 0.125 0.25 0.5 Miles



In April 2015, Grand Junction voters approved a city-sponsored ballot initiative exempting the city from Colorado Senate Bill 05-152 (SB-152). SB-152 limits local governments from building telecommunications infrastructure to its citizens and restricts local governments in providing telecommunication services to residences and businesses. As the voters approved opting out of SB-152, the City of Grand Junction is interested in evaluating all possible business models for providing broadband services in the future, with a particular interest in public-private partnership alternatives.

In addition, the City's Economic Development Plan, adopted May 2014, includes a goal and specific strategies to support and facilitate access and expansion of technological infrastructure.

Interested private and public sector businesses are encouraged to respond to this RFP. Responses from incumbent service providers, competitive service providers and public cooperatives will be considered. Responses will also be considered from all potential parties interested in offering innovative construction and operation financial models.

4.2. Options for Consideration: The City of Grand Junction seeks input from potential partners regarding the terms and conditions under which partners would collaborate in offering a high-speed broadband data network to residents and businesses in the downtown core area of the City of Grand Junction. Possible options might include:

1. Responses to design, build, own, operate and finance a high speed Internet network.
2. Responses to jointly finance a high speed Internet network in collaboration with the City of Grand Junction.
3. Responses to operate and maintain a high speed Internet network on behalf of the City of Grand Junction. The network would be owned by the City of Grand Junction. Operations and maintenance activities must be defined by the respondent.
4. Responses to provide high speed Internet services to end users on a network that is owned by the City of Grand Junction and available on an open access basis to multiple service providers.
5. Responses to provide either dark fiber leases or Indefeasible Rights of Use (IRU) for the City of Grand Junction to acquire from the Offeror for fiber and/or conduit.
6. Other responses that are not described above.

4.3 Objectives: There are several objectives central to the City of Grand Junctions pilot project. Respondents to the RFP should indicate how they can help the City of Grand Junction meet these objectives:

1. Provide high-speed Internet network connectivity to business and residential customers in the Pilot Project area based on an architecture that will scale to meet access demands for the next twenty years and allow extension of the network to additional locations.
2. Offer appropriately scaled Internet services (i.e., transfer rates meeting the current and future needs as determined by the customer) to any customer connected to the high-speed Internet network.
3. Provide a highly reliable, scalable and available network.
4. Provide competitive pricing for high speed Internet services to include synchronous gigabit transfer rates.
5. Provide excellent customer service.

The City of Grand Junction is committed to providing its potential partner(s) with support and facilitation of the Pilot Project in compliance with any applicable laws, and within the framework of any necessary agreement(s). This support may include, but is not necessarily limited to, the following: (i) developing and facilitating grant opportunities; (ii) creating a streamlined permitting process; and (iii) providing access to the City of Grand Junction-owned fiber optic and/or conduit assets, other community assets such as towers, land, and access to the public rights-of-way.

4.4 Demographics: Grand Junction, Colorado is a community of over 60,000 residents in an urban area of over 120,000 and countywide population of 150,000 situated in a valley at the confluence of the Colorado and Gunnison Rivers. Grand Junction is the largest City between Denver, Colorado and Salt Lake City, Utah and serves as the regional center for Western Colorado and Eastern Utah. The community is accessed by rail, Interstate 70, U.S. Highway 6 & 50 and regional air service. Grand Junction is the health and educational center for the region with two major hospitals, a Veterans Administration hospital, Western Colorado Community College and Mesa State University, with an enrollment of approximately 10,000 students. The abundance and diversity of surrounding public lands provides opportunities for natural resource development as well as a wide range of year-round outdoor activities.

4.5 City of Grand Junction Maps: The City owns approximately three miles of fiber and conduit located within the Pilot Project area. The City of Grand Junction may negotiate access to, a lease for or an IRU of its existing assets with successful Bidder(s). The Offeror should outline in the proposal response any consideration for use of the City of Grand Junction’s existing fiber and/or conduit with specific information regarding the location and end-points of the existing asset, pricing for access to or a dark lease of the asset, and/or acquisition costs for an IRU of the asset with the number of fiber counts desired.

4.6 Anticipated Schedule

- Request for Proposal available December 8th, 2015
- Non-mandatory Bid Meeting December 17th, 2015, 2:00 p.m. MST
- Inquiry deadline, no questions after this date December 24th, 2015
- Submittal deadline for proposals January 22nd, 2016, 3:00 p.m. MST
- Owner evaluation of proposals March 4th, 2016

The non-mandatory bid meeting will be held at the City of Grand Junction’s offices located at 250 North 5th Street in Grand Junction, CO. Offerors may also participate remotely via GoToMeeting using information provided when the party registers for the event. Interested parties may register for the Bid Meeting by contacting scotth@gjcity.org.

Registering Offerors will be sent a non-disclosure agreement. After acceptance of the non-disclosure agreement the City of Grand Junction will provide a GIS link that will show City owned fiber and conduit.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside **“Downtown Broadband Pilot Project”**. **The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE ELECTRONIC DOCUMENT (pdf format preferred).** Offerors are required to indicate their interest in this Project, show their specific experience and address their

capability to perform the Scope of Services in the Time Schedule as negotiated. For proper comparison and evaluation, the Owner requests that proposals be formatted **A to I**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a potential partner to the City of Grand Junction and include prior experience in similar projects. Provide a description of your company's experience in providing high-speed city-wide or county-wide networks. Describe any similar projects where your company entered into a public private partnership with a government agency.
- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The narrative should describe which options described in the Introduction would be considered under a public private partnership with the City of Grand Junction. The narrative should address the each of the following priority areas:
- Quick Wins,
 - DDA Owned properties,
 - Redevelopment Areas,
 - DDA Broadband Pilot Study Area
 - The strategy for using the experience gained from the pilot area to provide high speed Internet to the remaining portions of the City of Grand Junction

The narrative should discuss leveraging these initial locations to serve the remaining portions of the City of Grand Junction would be addressed.

- D. Network Maps.** Provide a description and maps of your company's existing fiber optic facilities and/or conduit located within the Pilot Project area and the remainder of the City of Grand Junction. Provide a description of and maps of your company's existing fiber optic facilities and/or conduit to other communities and Internet access points (i.e. network facilities from Grand Junction to Salt Lake City or to

Denver). An electronic .kmz file is preferred. Maps and other proprietary information presented in the proposal can be marked as “Proprietary and Confidential” and will not be available to the public.

- E. General Plan.** Provide a general plan for building out a high-speed network in the Pilot Project area. Provide a general plan for building out a high-speed network in the entire City of Grand Junction.
- F. Detailed Description of the Structure of the Proposed Partnership.** Provide a description of how your company can help meet the City of Grand Junction’s objectives listed above. Describe which options your company would be able to provide, how and under what conditions, with a description of the pricing model, potential revenue share, capital costs, terms and considerations. Provide a detailed description of how your company would enter into a public private partnership with the City of Grand Junction and what would be required from the City. Several options may be submitted. Please provide as much information as possible of the structure of the proposed partnership.
- G. Services and Pricing.** Provide a detailed description of the services that will be provided with bandwidth speeds described and monthly access pricing for residential and business customers. Provide information regarding installation costs per residential and business customer.
- H. References:** A minimum of three (3) **references** with their names, addresses, email and telephone numbers that can attest to your experience in projects of similar scope and size.
- I. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm’s ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Proposed Structure of Partnership
- References
- Services and Pricing

Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

Award: Firms shall be ranked or disqualified based on the criteria listed. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor(s).