

CITY OF WRAY, COLORADO



REQUEST FOR PROPOSALS (RFP-100-2017) FOR  
BROADBAND PUBLIC-PRIVATE PARTNERSHIP

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**I. INTRODUCTION**

The City is soliciting sealed proposals for the selection of a partner to work with the City of Wray to bring next generation communication services to our businesses and residents over an open access middle mile broadband backbone infrastructure including but not limited to a fiber-to-the-premise (FTTP) broadband network.

Submitted proposals should include all of the following requirements listed within this Request for Proposal (RFP) to ensure that our 2,390 residents, businesses, and community organizations have access to sustainable, leading edge broadband services.

Submittals will be accepted no later than **2:00PM (local time), January 27, 2017** to:

CITY OF WRAY  
ATTN: JAMES DEPUE, CITY MANAGER  
245 W 4<sup>TH</sup> STREET  
P.O. BOX 35  
WRAY, CO 80758  
970-332-4431

**II. BACKGROUND**

The City of Wray, Colorado (City) believes that affordable, high-speed broadband services are essential to support the needs of our residents, businesses, and community anchor organizations throughout the community. By overturning Colorado Senate Bill 05-152 in November 2014, the citizens of Wray voted in favor of removing any statutory barriers to pursue any and all legal strategies to provide broadband services, directly or indirectly. The City is requesting proposals for public-private partnership to complete a community wide next generation broadband network. The goal of the partnership is to use the strengths and assets of each entity to negotiate a balanced partnership that is equally beneficial to the network end user, the City of Wray, and the selected provider. The City of Wray adopted the Yuma County Broadband Master plan in May 2016. A copy of that plan is available at [www.cityofwray.org](http://www.cityofwray.org).

**III. PUBLIC PRIVATE PARTNERSHIP**

The City seeks a partner to design, engineer, project manage, build and operate a city wide fiber to the premise network with gigabit speeds to all addresses. The City will contribute 1.4 million dollars to the build and will own the middle mile assets including connections to middle mile backhaul routes. The partner will contribute additional funds estimated at 1.4 million dollars to build last mile connections to all premises. The partner will own these assets. The partner will lease access to the fiber to the block portion of the network. The partner will maintain, repair and provide service to customers over the network under contract to the City. The City agrees to work in good faith with the partner to resolve any issues that may arise. The City reserves the right to change partners. If a partner change is necessary, the City and/or the new partner will purchase the last mile infrastructure for an amount agreed upon at time of construction that will be pro-rated based on the age of the infrastructure.

**IV. SCOPE OF WORK (SOW)**

The City intends to invest in the design and construction of a community owned, open access middle mile broadband backbone to interconnect key City and County sites, providing high-capacity, redundant fiber for internal operations and to support future utility needs. Furthermore, the City is seeking a partner to assist with the design and engineering, build out, and maintenance of the middle mile network; and invest,

build out, and maintain the last mile to complete the fiber-to-the-premise broadband network. The City also seeks a partner able to provide customer service and technical support for future customers. The full scope of work contemplates three (3) phases; design and engineering, construction, and service to be complete within twenty-four (24) months. The breakdown of the three phases is detailed below:

**A. Design and Engineering**

The City is seeking a partner that can design and engineer a publicly owned, fiber to the block network. This network will require two path diverse connections for middle mile connectivity including a connection to the nearest Colorado Communications Transport (CCT) Ring connection as well as a secondary route to CCT or another network. Also required is an engineered design to extend fiber from said network to all addresses within the city limits to connect residents, businesses, and anchor institutions to internet services with capabilities of at 1 Gbps/ 1 Gbps symmetrical dedicated internet service. Responsibilities of the partner will include activities required to undertake and accomplish a full and complete project design, including, but not limited to, the following:

1. Conducting and attending meetings and design conferences with the City to coordinate or resolve design matters.
2. Preparing detailed design and construction plans, technical specifications, and documents.
3. Developing design schematics, sketches, environmental and esthetic considerations, project recommendations, preliminary layouts and cost estimates.
4. Recommending methodologies for conduit placement such as boring, trenching, micro trenching, or plowing and should include estimated cost for each option.
5. Providing strategy for connecting residential properties. (i.e. neighborhood microwave technology or direct connections)
6. Providing copies of plans, specifications, and contract documents for review.
7. Preparing necessary engineering reports.

**Design Phase Expectations**

1. The City shall remain fully engaged in the design process, able to provide input, able to understand the design approach and rationale, and able to adjust the approach as the project proceeds.
2. Network design must include local and backhaul redundancy.
3. The design specifications should contemplate aerial vs buried and should be designed in the most cost effective manner for both the short and the long term. The partner shall make a recommendation regarding construction method.
4. Drawings should be provided in both paper format and an electronic format compatible with City's GIS system.
5. Intelligent expansion and extension of the fiber pathways and counts should be addressed to include running enough capacity for future expansion of the fiber network beyond the municipality to outer lying residential areas within the County.

**B. Construction**

This phase includes all basic services of a construction contract, including, but not limited to the following:

1. Acting as project manager for all construction phases.
2. Preparing construction management plan and reviewing of contract construction schedule.
3. On site construction inspections and management, involving the services of a residential engineer, inspector or manager, fulltime or periodically during the construction or installation phase of the project as required by the city.
4. Observing or reviewing performance test(s) required by specifications.
5. Making final inspections and submitting a final construction report for the completed project to the city.
6. Assist City with project closeout document.

The network construction includes five (5) phases and are shown in order of importance, those include:

1. Constructing fiber to the block network.
2. Construction of or acquisition of a connection to the CCT Ring and an additional middle mile provider or path diverse route to CCT.
3. Business district
4. Industrial park
5. Residential neighborhoods

**Construction phase expectations:**

1. Construction should commence as quickly as possible after receiving notice to do so, and work should be done in a timely manner as to fully support the completion of the project within the construction timeline.
2. As available, fiber drops should be installed, and fiber should be lit to expedite service to end users.
3. The City may, from time to time, during the progress of construction, make changes, additions to, or subtractions from the plans, fiber placement locations, and sequence of construction as conditions may warrant.

**C. Service**

This phase includes the partner assuming the operations and maintenance functions of and delivery of services to the residents and businesses. The service phase includes but is not limited to:

1. Funding the drops, wireless distribution, and equipment needed provide retail broadband services to residents, businesses, and community organizations.
2. Operating and maintaining functions of the network by taking over all management functions of the community owned infrastructure.
3. Providing an estimated maintenance schedule for fiber network to the City.
4. Providing competitively priced retail services.
5. Providing a physical location to provide personal customer service support in Wray, CO.
6. Providing billing and provision assistance.
7. Ability to provide 1 Gbps service to all end users with future enhancement capabilities.

Service expectations:

1. The City expects to meet or beat the gold standard set by the industry, which is Gigabit to the home at a cost of \$70 or less per month.
2. The selected provider will be the face of the project to the customer. They will install equipment and services into the customer premises, maintain the equipment and services, provide end customer service, provide equipment and service upgrades, and generally be responsible for customer service and satisfaction.

**D. Timeline**

The complete project timeline proposed by the City of Wray is as follows:

May 2016.....Adoption of Yuma County Broadband Master plan  
December 2016.....Anticipated DOLA EIAF Grant Award  
December 2016-February 2017..... Partner Negotiations  
February 2017-August 2017.....Design and Engineering Phase  
September 2017- September 2018..... Construction Phase  
September 2018 .....Completion of project

Through the engineering and design process, the project timeline is subject to change. Any submitted timeline proposals should include a timeline for the design and engineering and construction of the project broken down into a number of major milestones. It is the expectation of the City that a substantial amount of construction to be completed within 10 months of start date.

**E. Partnership Considerations**

The City of Wray is investing in this project in order to enhance the infrastructure of the City and to cater to the needs of our businesses, community organizations, and residents. The partner will not be obligated to pay a percentage of profits to the City however the City will require the partner to submit an annual revenue to be placed into a special fund for future enhancements and maintenance of the network.

In the event that the City enters into a lease agreement with more than one provider that offers services substantially equivalent to the services offered by the identified partner, it shall not be made to be on more favorable or less burdensome terms. If partner finds that the agreement granting said provider contains provisions imposing lesser obligations in the company therefore than are imposed by the provisions of this agreement, partner may petition City for a modification of agreement.

Partner Contributions

City contributions include:

1. Access to City Street and Alley Right-of Ways
2. Access to City Infrastructure and Utility Poles
3. Ability to expedite right-of-way permitting for identified partner
4. Ability to expedite pole attachments for identified partner
5. Financial contribution of \$1.4 Million
6. Authorization to negotiate rates for leased bandwidth

Partner assets should include:

1. Design and engineering expertise and capabilities
2. Construction experience, expertise, and capabilities
3. Financial and other resources necessary to complete the build out and operate
4. Ability to act as service provider
5. Maintenance capabilities for broadband/fiber network
6. Other assets not included to be identified by partner

**V. CONTRACT LIMITATIONS**

All parties are advised that some of the services listed may not be required and the City reserves the right to initiate additional procurement actions for any services not included in the initial procurement.

The following table illustrates the ideal roles of each party in the proposed private-public partnership.

Function	Partner	City of Wray	Owner’s Representative
Funding	X	X	
Project Management	X	X	X
Permitting & ROW	X	X	X
Design/Engineering	X	X	X
QA/QC on Design/Engineering	X		X
Warranties on Design/Engineering	X		
Construction	X	X	X
QA/QC on Construction	X		X
Warranties and Construction	X		
Network Operations & Upgrades	X	X	
Customer Service	X		
Billing & Provisioning	X		

*The fourth column labeled “Owner’s Representative” is an independent third party agent working on behalf of the City of Wray to ensure that their interests are represented in the construction of the network.*

**VI. SELECTION PROCESS**

A short list will be developed from submittals received. Upon review each company will be asked to attend an interview for the City to hear proposals, and to make a final partner selection. A schedule of fees will then be negotiated with the selected partner for services to be performed.

**VII. CONTENTS OF PROPOSALS**

1. Proposals must be no more than five (5) pages, exclusive of cover letters or letters of transmittal containing introductory language only. The Proposals should include:
  - a. A cover letter.
  - b. A business and technical plan describing its approach to the project described in this RFP. The business plan shall describe the Provider’s approach to design, construction, operation and management of the Network and the services to be provided over the Network in sufficient detail to allow the City to effectively consider the proposal.
  - c. A discussion of the anticipated middle and last mile deployment strategy, last mile phases, scope and timing of the proposed rollout. The discussion should identify the levels of committed demand necessary to trigger rollout obligations and any factors likely to influence the scope or timing of the rollout, and explain how those factors impact the strategy.

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- d. Establish timelines for project milestones including middle mile design and engineering completion, middle mile construction start date, middle mile completion date, last mile phases design and engineering, last mile phases construction start date, last mile phases construction completion. Broadband service offerings and monthly services rates (type of broadband service, speed tiers, differences between business and residential offerings).
  - e. Complete list of partner assets.
2. The City invites interested parties to submit proposals to perform the above described services. Respondents should submit seven (7) copies of Proposals no later than **Friday, January 27, 2017 2:00PM** (local time) to:

CITY OF WRAY  
ATTN: JAMES DEPUE, CITY MANAGER  
245 W 4<sup>TH</sup> STREET  
P.O. BOX 35  
WRAY, CO 80758  
970-332-4431

3. Any submittal received after the identified date and time will be returned unopened.
4. All packages must be submitted in a sealed envelope and clearly marked on the outside: **"PROPOSAL FOR BROADBAND PARTNERSHIP"**.
5. All submittals must be received at the address and by the date and time specified herein. Submittals must contain the name, address, and daytime telephone number for the individual authorized to enter into a contract with the City.
6. Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that the Proposer has requested, in writing, to remain confidential under applicable law.

**VIII. REQUESTS FOR CLARIFICATION**

All questions about the meaning or intent of this request are to be submitted to the City Manager in writing and addresses to James DePue. Interpretations or clarifications considered necessary by City Manager in response to such questions will be issued by Addenda and made available to all parties upon request. Questions received less than seven (7) calendar days prior to the date for submission deadline will not be considered.

Direct contact with City officials or City staff (with the exception of City Manager or other appointed authorized staff) during the selection process, except when and in the manner expressly authorized by the Request for Proposals documents is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

**IX. SELECTION CRITERIA**

The following topics will be considered in the selection of a partner:

<u>CRITERIA</u>	<u>POINTS POSSIBLE</u>
1. Capability to perform all aspects of project.	25
2. Ability to meet schedules within budget.	25
3. Proximity and availability of key personnel to City’s project facilities and/or creation of local jobs such as local staff exists.	15
4. Demonstration of desire and commitment to developing a successful partnership.	10
5. Degree to which the response accomplishes the project’s goals.	10
6. Demonstration of collaborative approach to project.	5
7. Familiarity with the project location and understanding of the City and proposed project.	5
8. Strong sense that Proposer is genuinely interested in the Wray community and providing quality services now and in the future.	5
TOTAL POSSIBLE POINTS	100

The City herein expressly reserves the following rights:

1. To negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City does not intend to award a contract solely on the basis of any response made to this request for proposals or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the City.
2. To consider the competency and responsibility of proposers and of their proposed sub consultants in awarding any contract.
3. To make the award based on the City’s best judgment as to which proposal best meets the City’s expectations of a project of the highest quality and innovation.
4. To negotiate the terms and conditions of the contract, including but not limited to the statement of work and contract price, in order to meet the City’s project expectations.
5. To make such changes or correction in plans, specifications or quantities of the RFP as City may deem necessary or desirable during the RFP process. It is Proposer’s responsibility to monitor the RFP throughout the RFP and subsequent processes.
6. The right to withdraw the entire project or any Project Element(s) from award consideration if it is in the best interest of the City to do so.
7. To select, assign, and remove partner(s) from the Network Operator role.
8. Besides retaining ownership of initial and future infrastructure, City will maintain suggestion and approval rights.