

Utah Telecommunication
Open Infrastructure Agency



Request for Proposal for
OSP Locating Services
RFP # 2018OSPL-001

November 19, 2018

Checklist

UTOPIA RFP# 2018OSPL-001

To be considered as a potential participant for the UTOPIA project you must:

- Submit your RFP Acknowledgement Form by **December 10, 2018**
- Submit questions IN WRITING by **December 17th, 2018**
- Deliver proposal **NO LATER THAN 5:00 PM, MDT, January 8th, 2019 to:**

Keith Perkins, OSP Construction Manager
UTOPIA
5858 S 900 E
Murray, UT
(801) 613-3800

Submission must include:

- Signed letter of Transmittal
- One electronic copy containing the entire quote, including any supplemental information. Submission shall be through email to kperkins@utopiafiber.com.

The Utah Telecommunication Open Infrastructure Agency (UTOPIA) invites you to submit a proposal to provide OSP location services for UTOPIA fiber optic network construction projects. The attached Request for Proposal (RFP) describes the requirements that contractor(s) must meet to be eligible to respond. It includes questions regarding the organization of your proposed UTOPIA project team, location processes, company financial stability and production capacities, and successful project histories.

This RFP outlines format and content requirements for your proposal and includes a listing of critical dates. Of those dates, it is most important to note that all proposals must be received by **5:00 P.M. Mountain Time on January 8th, 2019 via email** to kperkins@utopiafiber.com. **PROPOSALS SUBMITTED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** Proposals will be submitted in an approved electronic format with a letter of transmittal.

Please use email to direct all questions to Keith Perkins (kperkins@utopiafiber.com). Questions received prior to the close of business on **December 17th, 2018** will be answered by a follow-up email to all known prospective respondents and posted on the website.

We look forward to receiving your response.

Very truly yours,

Roger Timmerman
Executive Director
UTOPIA

UTOPIA

Request for Quote

Table of Contents

Contents

SECTION 1: SECTION 1: General Information	6
1.1 The Entity.....	6
1.1.1 Creation/History	6
1.1.2 Membership/Organization/Governance	6
1.2 Philosophy and Goals	7
1.2.1 Open Access.....	7
1.2.2 Standards Based Architecture	7
1.2.3 Scalability.....	7
1.2.4 Carrier Class Reliability	8
1.3 The Network	8
1.3.1 Physical Description	8
1.3.2 Service Delivery.....	8
1.4 Purpose / RFP Process Overview	8
1.4.1 Award Period	8
1.4.2 Addendums, Supplements or Amendments to Request for Proposal	8
1.5 Calendar of Events.....	10
SECTION 2: SECTION 2: Proposals	11
2.1 Proposal Organization.....	11
2.2 Electronic Proposal Format.....	11
2.2.1 Letter of Transmittal	11
2.2.2 Table of Contents	12
2.2.3 Executive Summary	12
2.2.4 Demonstration of Understanding of Project Goals and Expectations.....	12
2.2.5 Qualifications and Experience	12
2.2.6 Client References	12
2.2.7 Supplemental Information.....	13
2.2.8 Detailed Response to OSP Location Services.....	13
2.2.9 Cost/Pricing.....	13
2.2.10 Terms and Conditions/Bonding/Insurance.....	13
SECTION 3: SECTION 3: OSP Location Services	14
3.1 Assumptions.....	14
3.1.1 Number of Units Passed.....	Error! Bookmark not defined.
3.1.2 Subcontracting	14
3.1.3 Warranty.....	14
3.2 Specifications.....	14
3.2.1 Engineering Response Requirements.....	Error! Bookmark not defined.

3.2.2	Permitting and ROW Response Requirements	Error! Bookmark not defined.
3.2.3	Final Inspection and As-built Documentation Response Requirements.....	Error! Bookmark not defined.

SECTION 4: SECTION 4: Costs/Pricing 15

SECTION 5: Terms and Conditions 16

5.1	Response Material Ownership	16
5.2	Proprietary Information	16
5.3	Conflicts of Interest.....	16
5.4	Incurring Costs.....	17
5.5	Contract/Negotiations	17
5.5.1	Contract Negotiations	17
5.5.2	Type of Contract	17
5.5.3	Contractor Responsibility	17
5.6	Payment/Delivery/Deployment Schedule.....	18
5.7	Miscellaneous	18
5.7.1	No Discrimination in Employment	18
5.7.2	News Releases/Advertising.....	19
5.7.3	Insurance	19

Appendix A 20

	RFP Acknowledgment Form	20
--	-------------------------------	----

Appendix B Error! Bookmark not defined.

SECTION 1: GENERAL INFORMATION

1.1 The Entity

The Utah Telecommunication Open Infrastructure Agency (UTOPIA) is a political subdivision of the State of Utah created by an interlocal agreement among 15 municipalities for the purpose of solving the last mile challenge in advanced communications for its member cities. UTOPIA's goal is to provide every household and every business access to advanced communications infrastructure, and to enable choice among services and service providers. To accomplish this objective, UTOPIA is building an open-access fiber optic network providing wholesale transport for retail service providers. Currently, the 15-member cities account for a population base of more than 500,000 individuals, 150,000+ households, and 30,000+ businesses.

1.1.1 Creation/History

UTOPIA is a separate legal entity and political subdivision of the State of Utah. UTOPIA was created under the Utah Interlocal Cooperation Act and is governed by the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency, dated as of June 1, 2004, (the "Interlocal Cooperative Agreement").

The Interlocal Cooperation Act authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on the basis of mutual advantage to provide services and facilities that will best accommodate the needs and development of local communities. An entity so formed is a political subdivision of the state with power to, among other things, (i) own, acquire, construct, operate, maintain and repair, or cause to be constructed, operated, maintained, and repaired, any facility or improvement provided for in its organization agreement, (ii) borrow money, incur indebtedness and issue revenue bonds or notes for the purposes for which it was created, and (iii) assign, pledge or otherwise convey as security or improvement within or without the State on terms deemed in the best interest of its participants.

In addition to the specific powers enumerated above, which UTOPIA possesses by virtue of being a separate legal entity created under the Interlocal Cooperation Act, UTOPIA's members may contract with UTOPIA to perform any governmental service, activity or undertaking which the members themselves are authorized to perform.

1.1.2 Membership/Organization/Governance

UTOPIA currently has 15-member cities: Brigham City, Cedar City, Cedar Hills, Centerville, Layton, Lindon, Midvale, Murray, City of Orem, Payson, Perry, Riverton, Tremonton, Vineyard, West Valley City (collectively, the "Members"). UTOPIA is governed by a Board of Directors (the "Board").

All of the Members except Riverton, Cedar City, Cedar Hills, and Vineyard have entered into a Pledge Agreement to partially guarantee debt service on UTOPIA's capital borrowing. Non-Pledging Members are not participating in the initial construction of the network, however, UTOPIA may, at its discretion, install the Network within their boundaries.

The UTOPIA Board consists of directors representing each Member. The Board holds at least one regular meeting annually but may call other meetings as necessary. Each Member is entitled to one vote for each one-thousand (1,000) residents, rounded to the nearest one thousand. Only Pledging Members are entitled to vote with respect to all

decisions related to: (i) the construction of the Network financed with proceeds of the Bonds relating to that Member's Pledge Agreement, and (ii) the use of discretionary revenues generated from the portion of the Network constructed with proceeds of the Bonds secured by that Member's Pledge Agreement. There must be a quorum present at each meeting in order to take any action. A quorum consists of the presence of the Board members entitled to cast a majority of the votes of the entire Board (which is not a simple majority of Board members since the voting is weighted based on population).

The Board also elects from among its members a Chair, a First Vice Chair, a Second Vice Chair, a Third Vice Chair and a Fourth Vice Chair. The aforementioned officials serve as the Executive Committee of the Board.

The Executive Committee has oversight of the operations of UTOPIA as delegated by the Board. The Board appoints an Executive Director, who has general supervision, management, administration, direction, and control of the business and employees of UTOPIA and such other related duties as may be prescribed by the Board and the bylaws. The Executive Director is authorized to perform any function required of UTOPIA by the Interlocal Cooperative Agreement and the bylaws.

To help facilitate growth, the cities have formed another inter-local entity, called UIA (The Utah Infrastructure Agency) as a separate entity to grow the UTOPIA network and provide more oversight on the growth of our community-owned fiber optic network in our cities. It also makes it easier for other cities that are interested in having this kind of network to join down the road. The UIA is a political subdivision of the State of Utah and was created in June 2010.

1.2 Philosophy and Goals

The member communities of UTOPIA have taken the initiative to assure world-class digital connectivity for their residents based on the following principles:

1.2.1 Open Access

Like a public airport, the UTOPIA network has been designed for use by several service and content providers. We believe that a single open network allows more providers to competitively offer more services at lower cost.

A "neutral" network owner and "neutral" system operator is expected to encourage open access and a significant number of service providers, which will contribute to long term growth and stability for the benefit of the community.

1.2.2 Standards Based Architecture

The network is dependent, from a technical standpoint, on an open, standards-based architecture for broadband media content services. This assures flexibility of service, modularity, and interoperability in access, interconnection, and transport. Although the special needs of service providers can be accommodated, the principle of open standards must be preserved.

1.2.3 Scalability

UTOPIA's fiber optic network has the capability of delivering significantly higher bandwidth than the networks of incumbent last mile carriers. Its architecture has the inherent flexibility to accommodate future bandwidth demands of residential, business,

educational, governmental, and other customers without major re-design or construction.

1.2.4 Carrier Class Reliability

UTOPIA's network strives to offer carrier class reliability enabling service providers to offer products that can compete with those available from incumbent carriers. All contracts with system operators and service providers must support this commitment.

1.3 The Network

1.3.1 Physical Description

UTOPIA is continuing the process of constructing a wholesale advanced communications network. The Network uses fiber optic technology, which provides transmission of voice, data and video at speeds that are significantly faster than existing copper, cable, or satellite systems. Fiber is currently used for the backbone of the Internet and other high-demand applications but has not been widely implemented over "the last mile" into homes and businesses. UTOPIA is laying the fiber optic cable necessary to connect each Member city and the homes and businesses within each Member city. The fiber optic cable is being laid both underground and overhead aerial. Other elements of the Network include conduits, innerducts, fiber cables, splices, switches, transmitters, terminals, internal power sources and all other items necessary to operate the Network.

The Network is divided into footprints (neighborhood service areas) and interconnecting rings with design and construction partially complete in eleven Members cities.

1.3.2 Service Delivery

UTOPIA currently delivers services on a wholesale model in an open access environment. When a Service Provider customer signs up for a fiber connection to UTOPIA we provision a transport circuit over dark fiber from the customer edge to a service distribution location inside a hut or cabinet.

1.4 Purpose / RFP Process Overview

This RFP is soliciting proposals from qualified contractors to bid on locate services for the UTOPIA network.

Contractors must respond to all sections listed in Section 2.

1.4.1 Award Period

UTOPIA intends to award one locate firm.

1.4.2 Addendums, Supplements or Amendments to Request for Proposal

If it becomes necessary to revise any part of this RFP, an addendum, supplement, or amendment to this RFP will be provided only to respondents who returned their Acknowledgement Form (see Appendix A).

1.5 Calendar of Events

The following table outlines UTOPIA's planned calendar of major events related to the RFP distribution, proposal submission, evaluation, and selection processes.

1. RFP released to prospective respondents	Nov 19 th , 2018
2. RFP Acknowledgment Form returned to UTOPIA	Dec 10 th , 2018
3. Last date for submission of written questions	Dec 17 th , 2018
4. Responses to Questions	Jan 2 nd , 2019
5. Proposal submission deadline	Jan 8 th , 2019
6. Review Proposals	Jan 14 th , 2019
7. Select preferred respondent(s)	Jan 18 th , 2019
8. Notify selected respondent(s)	Jan 18 th , 2019
9. Finalize contract(s)	Jan 21 st -Feb 13 th , 2019

UTOPIA reserves the right to amend the above schedule as necessary.

SECTION 2: PROPOSALS

Proposals must follow the format prescribed below and must include the requested information and the enclosed Proposal Response Forms. **Failure to complete and furnish all information requested in the form and format specified could result in disqualification. Proposals will not be accepted from any Vendor or Manufacturer that did not submit an Acknowledgement form as specified in paragraph 1.4. If you intend to partner with another Vendor or Manufacturer in making a proposal, the submission must be by the Vendor or Manufacturer that submitted the Acknowledgement form.**

2.1 Proposal Organization

Your proposal must be organized and indexed in the following format and must contain all items listed below.

- a. Letter of Transmittal
- b. Table of Contents
- c. Section 1: Executive summary
- d. Section 2: Project Goals
- e. Section 3: Qualifications and Experience
- f. Section 4: Client references
- g. Section 5: Supplemental information
- h. Section 6: OSP Location Services
- i. Section 7: Cost / Pricing
- j. Section 8: Terms and Conditions / Bonding / Insurance

Respondents will be required to organize their proposals in the order outlined in this RFP.

Any proposal that does not adhere to these requirements may be deemed non-responsive and may be rejected on that basis.

Respondents may attach other materials that they feel may improve the quality of their responses. These materials must be included as items in a separate appendix with a cross-reference provided.

2.2 Electronic Proposal Format

Respondents must submit their entire proposal electronically via email including text, spreadsheets, graphics and diagrams, and other materials submitted in the Appendices. Electronic files must be submitted as follows: word processing documents and graphics/diagrams in Microsoft Word and Adobe Acrobat (.pdf); spreadsheets in Microsoft Excel. The email or package and files must be clearly marked with the Vendor's name and the RFP number.

2.2.1 Letter of Transmittal

A single letter of transmittal must accompany any proposal. The letter must accompany the proposals as a standalone page or file and must:

- a. Identify the submitting organization.

- b. Identify the name and title of the person authorized to contractually obligate the organization.
- c. Identify the name, title and telephone number of the person authorized to negotiate the contract.
- d. Identify the names, titles, and telephone numbers of persons to be contacted for clarification.
- e. Be signed by the person authorized to contractually obligate the organization.

2.2.2 **Table of Contents**

The table of contents must be placed immediately after any cover page and before the Executive Summary.

2.2.3 **Executive Summary**

Label this section “Section 1: Executive Summary” in your proposal. In two pages or less, highlight the significant aspects of your proposal including an outline of your organization, your management processes, financial strength and production capacities, qualifications and experience, client references, and anything else that is pertinent.

2.2.4 **Demonstration of Understanding of Project Goals and Expectations**

Label this section “Section 2: Project Goals” in your proposal. Proposals must indicate your understanding of project goals and expectations, specifically regarding the section to which you are responding. This section should explain, at a high level, how your proposal addresses the key project goals and criteria

2.2.5 **Qualifications and Experience**

Label this section “Section 3: Qualifications and Experience” in your proposal. Provide information on relevant personnel from your company with whom UTOPIA would work, should you win a contract; this is essentially the proposed team that UTOPIA would work with. Include also their general availability – will they be dedicated to UTOPIA and where will they be located. We require that you include resumes for these proposed personnel.

Additionally, in a subsection, provide information regarding the financial stability, track record, and support capabilities of your company. We require that you include the following:

- The two most recent audited financial statements
- Ownership of your company
- Number of years in business
- Number of support employees in Utah and adjacent states

2.2.6 **Client References**

Label this section “Section 4: References” in your proposal. Please provide a list of **at least five** paying customers of your company. The list must provide a customer name, description of the services provided, and a brief description of the project history (timelines, challenges, etc.). For each customer reference, include contact names, phone numbers, and email addresses for staff in executive, project management, and financial positions

2.2.7 Supplemental Information

If included, label this section “Section 5: Supplemental Information” in your proposal. Company brochures, maps, and other supplementary and marketing materials may be included in this section of the proposal.

2.2.8 Detailed Response to OSP Location Services

Label this section “Section 6: OSP Location Services” in your proposal.

2.2.9 Cost/Pricing

Label this section “Section 7: Cost/Pricing” in your proposal.

2.2.10 Terms and Conditions/Bonding/Insurance

Label this section “Section 8: Terms and Conditions/Bonding/Insurance” in your proposal.

SECTION 3: OSP LOCATION SERVICES

This RFP does not define all requirements; rather, it identifies fundamental specifications with goals/practices and high-level assumptions regarding the location of underground infrastructure. Responses to this RFP must present a proposal addressing these goals and assumptions. Within those parameters, UTOPIA is open to any workable and cost-efficient proposal.

3.1 Assumptions

Along with the goals listed in Section 1 above, UTOPIA has made these various high-level assumptions/requirements regarding OSP Location services.

3.1.1 Subcontracting

The winning respondents, when awarding contracts to subcontractors, may be required to provide copies of all bid responses to UTOPIA. This includes, but is not limited to, temporary staffing firms. See section 5.5.3 for more information regarding subcontractors.

3.1.2 Warranty

The winning respondent(s) shall warranty all OSP Location Services for a minimum period of one (1) year after UTOPIA's acceptance of ownership.

3.2 Specifications

This portion of the RFP lists goals and practices that UTOPIA would like respondents to weigh in on and express how these will be handled if chosen.

3.2.1 Goals and Practices

- Common Ground Alliance (CGA) Best Practices guidelines direct how locate services should be handled including:
 - APWA uniform code for color marking
 - Use of recommended practices for tolerance zone
 - Identification and documentation of potential hazards
 - Documentation of work performed
 - Documentation of errors or omissions and notification issue in timely manager
 - Proper safety precautions
 - Damage investigation and response
- Forecasting/planning and scalability
- Quality assurance
- Cost/pricing

SECTION 4: COSTS/PRICING

As you prepare pricing and cost estimates for locate service, be aware that ***your proposal must provide price commitments for the duration or term of the contract.*** And, if performance and/or deliverables meet or exceed expectations, UTOPIA may extend the contract(s).

Based on responses to the information requested in section 3.2, UTOPIA will select the solution(s) **that satisfy the goals, address the assumptions, and deliver the functionality required for the UTOPIA network.**

Pricing should include but not limited to:

- Single per Ticket Rate
- Double per Ticket Rate
- Triple per Ticket Rate
- Quadruple per Ticket Rate
- Site Visit
- Hourly Rate
- After Hour Call Out Rate

SECTION 5: TERMS AND CONDITIONS

5.1 Response Material Ownership

All material submitted regarding and in response to this RFP becomes the property of UTOPIA and will only be returned to the respondent at UTOPIA's option. Any person may petition to review responses after final selection has been made. UTOPIA has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined below in "Proprietary Information." Disqualification of a respondent does not eliminate this right.

5.2 Proprietary Information

UTOPIA is subject to the disclosure requirements of the Government Records Access and Management Act ("GRAMA"), Title 63, Chapter 2, Utah Code Annotated. UTOPIA generally considers Agreements, Contract Documents and all accompanying material to be public and subject to disclosure. A written claim of confidentiality and a concise written statement of reasons supporting the claim must accompany any material considered by respondents to be proprietary. Blanket claims that the entire Agreement or Contract Documents are confidential will be denied by UTOPIA. UTOPIA cannot guarantee that any information will be held confidential. Under Section 63-2-304 of the Government Records Access and Management Act, if a respondent makes a claim of confidentiality, UTOPIA, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the respondent of such determination. UTOPIA agrees to hold all information classified as protected in confidence and protect it from public disclosure in accordance with such statutes to the greatest extent permitted by Utah law. UTOPIA may disclose such information to the extent required by law; however, UTOPIA shall provide respondents prompt notice of a request for disclosure of such protected information and shall cooperate with respondents in seeking the issuance of a protective order.

Respondents are entitled under the Government Records Access and Management Act to appeal an adverse determination regarding the classification of information. UTOPIA is not required to notify respondents of a request for non-protected information and will not consider a claim of confidentiality unless the respondent's claim of confidentiality is made on a timely basis and in accordance with the Government Records Access and Management Act.

5.3 Conflicts of Interest

Proposed solutions to this RFP must be defined in such a way as to prevent and prohibit conflict of interest between the respondent, UTOPIA, and any and all potential service providers that may offer services across the UTOPIA network. Specifically, respondents must avow that they have no intention of offering services across the UTOPIA network, either in the short term or at any point in the future, or they must acknowledge their intent. Furthermore, respondents must disclose any relationships, either formal or informal, with companies that may at any time offer competitive retail services across the network.

If respondents intend to offer competitive retail services at any point across the UTOPIA network, you must provide a complete explanation of how your proposed solution to this RFP does not advantage you in any way over potential competitors. Failure to do so will result in your permanent disqualification from offering competitive retail services across the UTOPIA network

5.4 Incurring Costs

UTOPIA is not liable for any costs you incur prior to issuance of a formally signed and executed written agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the respondent in responding to the RFP are entirely your responsibility and will not be reimbursed in any manner by UTOPIA.

5.5 Contract/Negotiations

UTOPIA will negotiate individually with each contractor, firm or vendor(s) for each selected solution.

5.5.1 Contract Negotiations

After selecting winning proposals, we will issue a letter of intent and, during the validation period, negotiate terms of the contract with the successful respondent(s). A contract must be completed and signed by all parties. You must state in your proposal that the terms and conditions in the proposal will remain valid and in effect for 120 days. UTOPIA reserves the right to negotiate with the respondent selected in the evaluation process for this RFP to acquire the combination of functionality, integration, and implementation assistance that best meets our needs within any limitations of available funding.

5.5.2 Type of Contract

Contracts negotiated in response to this RFP will be on a not to exceed lump sum basis as determined by a uniform set of contracted pricing units and specific scope of work. UTOPIA reserves the right to negotiate final contracts in connection with this RFP based on functionality, integration, financing, and levels of respondent implementation. Desired contract length is two years with three additional option years.

Once contract has been executed, addendums to said contract can be initiated by both parties.

5.5.3 Contractor Responsibility

UTOPIA will contract with a single primary respondent for each proposal. If you propose a multi-respondent or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer, and then indicate which company will serve as the primary contractor. The primary contractor will be responsible, and must take responsibility, for the entire contract performance whether or not subcontractors are used.

In contractor/subcontractor arrangements involving more than one firm, it does not matter to UTOPIA which firm assumes the lead role. However, the primary contractor must assume full responsibility for the performance of all products and services contracted for, for integration between and among all products and services, and for implementation, ongoing maintenance, and support as delineated in the contract to be negotiated with UTOPIA.

Unless provided for in the contract negotiated and entered into in connection with this RFP, no contract may be made by the contractor with any other party for furnishing any

of the work or services requested in this RFP without the prior consent, guidance and approval of UTOPIA. Any subcontract entered into in connection with this RFP subsequent to the execution of the contract with the primary contractor, must be annotated "approved" by UTOPIA.

If use of subcontractors is planned, your proposal must include specific designation of the tasks that the subcontractor is to perform. Failure to provide information for subcontractors will disqualify the proposal. Under this RFP, UTOPIA retains the right to approve all subcontractors. Once a contract has been executed, subcontractors may not be added, substituted, replaced, or eliminated without the written approval of UTOPIA.

UTOPIA retains the right to require the removal of any subcontractor at their discretion; examples include but are not limited to safety and permit violations, poor practices, and unacceptable community interactions. The primary contractor will be responsible for all costs associated with removal and replacement of said subcontractor.

The contractor will be required to provide a payment bond with a surety company acceptable to UTOPIA to insure payment of all subcontracts and taxes including, but not limited to, unemployment insurance taxes.

Subcontractors may participate in more than one proposal submitted in connection with this RFP.

5.6 Payment/Delivery/Deployment Schedule

As part of the contract negotiation process, UTOPIA will work with the winning respondent(s) to determine an anticipated payment and delivery schedule.

5.7 Miscellaneous

5.7.1 No Discrimination in Employment

In connection with the performance of work for this project, the respondent(s) agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, sex, age, national origin, ancestry, or sexual orientation; and further agrees to insert the foregoing provision in all subcontracts hereunder.

5.7.2 Compliance

The winning respondent(s) agree to abide by all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required in the performance of work for this project.

5.7.3 Status Verification System

If a Contract is awarded through this RFP for the physical performance of services within the State of Utah, the winning respondent or the winning respondent's agent, contractor, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of the winning respondent's or the winning respondent's agent's, contractor's, subcontractor's or service provider's employees hired on or after July 1, 2009 and employed in the State of Utah, in

accordance with UCA Section 63G-12-302.

5.7.4 News Releases/Advertising

News releases and/or advertising pertaining to this procurement or any part of the subject may not be made without prior, written approval of UTOPIA.

5.7.5 Insurance

The winning respondent(s) shall provide proof of insurance coverage for the duration of the project.

5.7.6 Indemnification

The winning respondent(s) shall hold harmless, defend and indemnify UTOPIA and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach by the winning respondent(s), or (b) any act, error, or omission on the part of the winning respondent(s), or its agents, employees, invitees, participants, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of UTOPIA, its officers, employees or agents.

APPENDIX A

RFP Acknowledgment Form

UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (UTOPIA)

RE: RFP No. 2018OSPL-001

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with appendix A.

The acknowledgment of receipt should be signed and received by the UTOPIA Purchasing Agent **no later than 5:00 PM on Dec 10th, 2018** (Email submissions are acceptable if the sender confirms receipt with the purchasing agent). Only potential Respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all respondents written questions and UTOPIA's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE (____) _____ FAX (____) _____ Email _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP: _____

SIGNATURE: _____ DATE: _____

Firm's intention to respond to this Request for Proposals.

Does Does Not

Return completed form to:

Keith Perkins/OSP Construction Manager
UTOPIA
kperkins@utopiafiber.com