

Utah Telecommunication
Open Infrastructure Agency



Request for Proposal for
Fiber Home Installation Services
RFQ # 2024OPS-001

November 22nd, 2024

The Utah Telecommunication Open Infrastructure Agency (UTOPIA Fiber) invites you to submit a proposal for fiber home installation for UTOPIA Fiber in our member cities.

This RFP outlines the requirements for your proposal.

All proposals must be received by **5:00 P.M. Mountain Time on January 31, 2025 via email** to Jeff Erwin (jerwin@utopafiber.com). **PROPOSALS SUBMITTED AFTER THE DEADLINE WILL NOT BE CONSIDERED.**

Please use email to direct all questions to Jeff Erwin (jerwin@utopiafiber.com). Any questions received will be answered and provided to other respondents.

We look forward to receiving your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Timmerman", with a long horizontal flourish extending to the right.

Roger Timmerman
Executive Director
UTOPIA Fiber

UTOPIA Fiber

Request for Proposals

Table of Contents

Contents

1.	Introduction and Background	5
1.1.	UTOPIA Fiber	5
1.2.	Philosophy and Goals	5
1.2.1.	Open Access.....	5
1.2.2.	Standards Based Architecture	5
1.2.3.	Scalability.....	5
1.2.4.	Carrier Class Reliability	5
1.3.	The Network	5
1.3.1.	Physical Description.....	5
1.3.2.	Installation Process.....	6
2.	RFP Schedule	6
3.	Proposal Scope and Format.....	7
3.1.	Letter of Transmittal	7
3.2.	Table of Contents	7
3.3.	Executive Summary	7
3.4.	Qualifications and Experience	8
3.5.	Detailed Information on Installations	8
3.6.	Cost/Pricing.....	8
3.7.	Client References	9
3.8.	Supplemental Information (Optional).....	9
3.9.	Warranties/Bonding/Insurance	9
4.	Evaluation Criteria.....	9
5.	Submission Requirements	10
6.	Proposal Duration	10
7.	Contact Information	10
8.	Terms and Conditions	10
8.1.	Sample Terms and Conditions	10
8.1.1.	EFFECTIVE DATE/TERM.....	10
8.1.2.	RELATIONSHIP OF THE PARTIES	10

8.1.3.	AGENCY	11
8.1.4.	UTOPIA REPRESENTATIVE	11
8.1.5.	CONTRACTOR REPRESENTATIVE	11
8.1.6.	INDEMNIFICATION	11
8.1.7.	GOVERNMENTAL IMMUNITY	11
8.1.8.	INSURANCE	12
8.1.9.	OTHER TERMS	12
8.1.10.	COMPLIANCE WITH LAWS	12
8.1.11.	CONFIDENTIALITY	12
8.2.	Partnering/Subcontracting	12
9.	Confidentiality	13
10.	Conclusion.....	13

1. Introduction and Background

1.1. UTOPIA Fiber

UTOPIA Fiber, also known as the Utah Telecommunication Open Infrastructure Agency, is an open-access fiber-optic network founded by 11 Utah cities in 2004 with the mission to bring high-speed fiber-optic connection to every resident and business in their communities. Since its inception, UTOPIA Fiber has expanded to include 20 Utah cities and 3 operational partners so far.

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.

1.2.2. Standards Based Architecture

The network is dependent, from a technical standpoint, on an open, standards-based architecture for broadband 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 can deliver much 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 offers 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). The Network is divided into footprints (neighborhood service areas) and interconnecting rings accessed through huts and cabinets where network equipment and switches are located.

UTOPIA currently operates a 100 percent fiber-based network. It is an active ethernet topology with no GPON systems within the network. Network equipment is placed in climate-controlled environments constantly monitored by our Network Operations Team.

1.3.2. Installation Process

When a resident of a UTOPIA member city wants to join the network, they first select and purchase the ISP and speeds they would like online and sign an agreement (UTOPIA has no contracts) to allow installation on their property. UTOPIA customer service then works with the customer to schedule the installation depending on the type: aerial or underground. If the installation is aerial, we are often able to install fiber the next day.

If the installation is underground, a separate contractor installs 3/4 inch HDPE conduit with a pull string. This will be from the nearest access point to the home. On average 30% of the time, a field technician will conduct a site survey, involving visiting the customer’s premises and identifying the preferred location for conduit from the curb to the house, where the fiber should enter the house, and where the Optical Network Terminal (ONT) should be placed, a type of modem we use to convert fiber optic into the customer’s router. Normally, fiber will enter the customer’s home in one of three ways, with the first two options being the vast majority of installations:

- Option 1: Installing fiber next to the cold air return. Fiber is not run through the air return itself.
- Option 2: Installing fiber next to the AC unit.
- Option 3: Installing fiber next to the gas meter.

Each facet of the installation process is communicated and scheduled with the customer, so both the customer and contractor have advance notice of when the installation will occur. Once the site survey and conduit have been completed, the fiber installation involves following any requests or requirements put forward by the site survey, inspecting the installation area with the customer, pulling fiber from the curb through the conduit and drilling a hole to enter the home, installing the ONT, splicing the fiber and confirming good light, connecting the fiber to the larger UTOPIA network in one of our nearby huts or cabinets, setting up and documenting installed equipment (including managed routers), running speed tests with the customer to confirm access and purchased speeds, and cleaning the work area. A more comprehensive list of our standards for installation is included in Appendix A.

Installation volume is seasonal and varies based on multiple factors including marketing trends, door-to-door sales pushes, and new products being introduced. However, respondents should be able to easily manage between 100 and 200 installations per week, as well as potentially much larger volumes.

2. RFP Schedule

Below is the schedule and timeframe for this RFP. All respondents must submit an intent to respond to Jeff Erwin by January 10, 2025, which should include the name, title, phone number, and email address of the primary RFP contact for the respondent. Questions about the RFP should be directed to Jeff Erwin and are due before January 17, 2025; UTOPIA Fiber will post a full list of questions and answers shortly after the deadline for questions. We will not be able to respond to any questions received after the deadline for questions has passed.

RFP Process	Date
Posting first available for RFP	12/16/2024

Deadline for Intent to Respond	1/10/2025
Deadline for questions	1/17/2025
Responses to questions posted	1/22/2025
Final Submissions for RFP Due	1/31/2025
UTOPIA Fiber Award Date	2/7/2025

3. Proposal Scope and Format

Proposals must follow the format outlined below comprehensively. Any proposal that does not adhere to these requirements could result in disqualification. Proposals will not be accepted from any respondent who did not submit an Intent to Respond outlined in the RFP Schedule. If a respondent is partnering with another vendor in making a proposal, the submission must be by the respondent who submitted the Intent to Respond.

It is highly recommended that proposals are provided in PDF format, however word documents will also be accepted. Any supplemental information in spreadsheet format should be provided as an excel spreadsheet.

Your proposal must be organized to match and include the following items listed below.

- a) Letter of Transmittal
- b) Table of Contents
- c) Executive Summary
- d) Qualifications and Experience
- e) Detailed Information on Installations
- f) Cost/Pricing
- g) Client References
- h) Supplemental Information (Optional)
- i) Terms and Conditions/Bonding/Insurance

3.1. Letter of Transmittal

A letter of transmittal must accompany any proposal. The letter should:

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

3.2. Table of Contents

The table of contents should outline the proposal and provide page numbers for the different items.

3.3. Executive Summary

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 pertinent to your proposal. This should be a summary of your proposal as other sections will allow you to provide much greater detail.

3.4. Qualifications and Experience

Provide information in this section on relevant personnel from your company with whom UTOPIA Fiber would work, should you win a contract: this is essentially the proposed team that UTOPIA Fiber would work with. Please also include their general availability including whether they will be fully dedicated to UTOPIA Fiber and where they will be located. Please include resumes for key proposed personnel such as managers, supervisors, and project managers. Due to the nature of this work, all employees working on this project will be required to have a criminal background check and a pre-employment drug screen. Successful respondent(s), including subcontractors, will be required to provide proof of a recent background check and drug screen for all employees working with UTOPIA Fiber, at respondent(s) own time and cost. Please also include your safety record, OSHA incident rates, and your safety training plan. If you plan to utilize any subcontractors, please list the subcontractors and clearly define the role the subcontractor will perform in the work as well as your plan to manage them, including ensuring safety, quality control, hiring (including background checks and drug screening), and escalation procedures. Please also define, as a percentage of your entire proposal, the work each subcontractor will be assigned. For example, “primary contractor will provide 72% of work, subcontractor 1 will provide 8% of work, and subcontractor 2 will provide 20%”.

3.5. Detailed Information on Installations

Please include any relevant information on your installation operations and why it provides an advantage over other competitors, such as the equipment you use, your workers and their experience levels, and any special team structures or processes you have which provides a benefit. In addition, please also cover the following topics (provided in no particular order):

- a) Describe your quality control plan and how you implement improvements into your process.
- b) Include a description of your escalation process and your approach to resolving escalations.
- c) Include information on how you are equipped to deal with potential fluctuations in workload based on seasonality or a sudden increase in demand for installations (such as due to new products, door-to-door sales pushes, etc.).
- d) Respondents should have the ability to furnish all materials and consumable supplies other than the ONT. Describe in detail the plan for inventory operations and control, including methods to track and report inventory, inventory operations, storage area needs, and chain of custody.
- e) Provide your processes when dealing with customer service and relations, including customer notification procedures (such as when you deal directly with the customer versus telling them to call customer service, and how you ensure all parties are correctly informed in each case), processes for dealing with customers on-site, training employees on your customer service standard, and your overall approach to customer service and education. Include how you ensure at least one employee in each crew is fluent in English.
- f) Provide a mobilization schedule which breaks out your plan of implementing this contract if you were to receive it. You do not need to provide specific dates, rather please provide periods of performance or milestones broken out by generalized weeks/months of how you would implement deployment deliverables. For example: “By week 2, all installers will be trained on UTOPIA Fiber ONT equipment and installation processes.”

3.6. Cost/Pricing

Please lay out your costs/pricing for your proposal. Pricing within proposals may be structured in any format, however UTOPIA Fiber recommends (but does not require) providing specific pricing for the following items:

- a) Rate for full installation including fiber drop (both aerial and underground) and termination one end into splice case and another end with appropriate connector, ONT device installation, one CAT6 run and terminated (non-fishline)
- b) Rate for installation of ONT device only (such as in a home/business that already has fiber drop ran and CAT6 ran and terminated)
- c) Rate for installation of additional CAT6 runs and terminations within premise
- d) Hourly rate for miscellaneous customer support issues within premise
- e) Hourly rate for troubleshooting issues within the plant
- f) Charges for a non-productive trip

Your pricing must remain unchanged for the duration of the contract. Any changes in pricing after the contract has been awarded must be submitted in writing with detailed reasoning and explanations of why the pricing must be changed. UTOPIA Fiber reserves the right to reject these pricing changes if they do not provide a compelling reason and explanation.

3.7. Client References

Please provide up to 5 client references from paying clients of your company. Please include the client business name, description of the services provided, a brief description of the project history (timelines, challenges, etc.), and contact information including name, phone number, and email addresses for at least one client employee actively involved in your participation.

3.8. Supplemental Information (Optional)

If included, please provide any additional information you believe is relevant to your proposal. This may include company brochures, or other supplementary/marketing materials.

3.9. Warranties/Bonding/Insurance

Respondents shall warranty all work for a minimum period of one (1) year after installation. This warranty shall include fiber drops and CAT6 terminations. Please include proof of insurance as well as information on company bonding and the extent of insurance coverage. Please indicate whether there are any potential conflicts of interest including work for UTOPIA Fiber service providers or work for competitors within the telecommunications industry.

4. Evaluation Criteria

Proposals will be evaluated based on the following criteria. The contract should be awarded to the highest scoring, responsive and responsible offeror, meeting the stated RFP requirements. Scoring will be determined based on 200 possible points broken out below.

- Executive Summary (5 points)
- Qualifications and Experience (35 points)
- Detailed Information on Installations (55 points)
- Cost/Pricing (85 points)
- Client References (5 points)
- Supplemental Information (5 points)
- Terms and Conditions/Bonding/Insurance (10 points)

5. Submission Requirements

Proposals must be submitted by January 31, 2025. All proposals should be sent electronically to jerwin@utopiafiber.com with the subject line “Home Fiber Installation Proposal – UTOPIA Fiber”.

6. Proposal Duration

UTOPIA Fiber is looking to award a contract for three (3) years for home fiber installations, with the option of extending the existing contract for up to an additional two (2) years in one (1) year increments.

7. Contact Information

Please direct all questions to Jeff Erwin. All questions must be submitted before the due date of January 17, 2025. Questions submitted after the deadline, even about the RFP process, will not be answered.

Jeff Erwin, Chief Operating Officer
jerwin@utopiafiber.com

8. Terms and Conditions

The RFP does not commit UTOPIA Fiber to proceed with any respondent. Proposals will be considered valid for a period of 90 days after the submission deadline. The issuance of this RFP does not constitute an assurance by UTOPIA Fiber that any contract will be entered into by UTOPIA Fiber, and expressly reserves the right to reject any and all quotes, cancel or reissue the RFP, or adjust or extend any due dates in the RFP process without warning.

8.1. Sample Terms and Conditions

The following sections are a sample subset of terms and conditions which the respondent would agree to in a contract with UTOPIA Fiber. It does not constitute a complete terms and conditions, and other terms and conditions may apply.

8.1.1. EFFECTIVE DATE/TERM

This Agreement shall be effective upon execution by both Parties and shall continue for a term of three years from the date of execution (“Term”), with UTOPIA and Contractor reserving the right to terminate without penalty with 30 days written notice. On termination of this Agreement, all invoices and payments will be processed according to the financial arrangements set forth in this Agreement for agreed upon services rendered through the date of termination. Upon termination, Contractor agrees to return to UTOPIA all UTOPIA plans, documents and other UTOPIA materials that it may have in its possession.

8.1.2. RELATIONSHIP OF THE PARTIES

The relationship of UTOPIA and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker’s compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between UTOPIA and Contractor of employer and employee, partners or joint

venturers.

Contractor shall be free to render services or other work to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to UTOPIA. Contractor shall immediately disclose to UTOPIA, outside activities or interests that conflict or may conflict with the activities, mission, or best interests of UTOPIA. Failure to disclose or report a conflict of interest may result in the termination of services and liability for damages to UTOPIA.

8.1.3. AGENCY

No agent, employee or servant of UTOPIA or Contractor is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and UTOPIA shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and UTOPIA shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

8.1.4. UTOPIA REPRESENTATIVE

UTOPIA hereby appoints Jeff Erwin as UTOPIA Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement.

8.1.5. CONTRACTOR REPRESENTATIVE

Contractor shall designate to UTOPIA any representative in its performance of this Agreement. Contractor or its representative shall have the responsibility of working with UTOPIA to coordinate the performance of its obligations under this Agreement.

8.1.6. INDEMNIFICATION

Contractor agrees to indemnify, hold harmless, and defend UTOPIA, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Contractor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to defend and indemnify UTOPIA under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against UTOPIA for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of UTOPIA.

8.1.7. GOVERNMENTAL IMMUNITY

UTOPIA is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. § 63G-7-101 et seq. The Parties agree that UTOPIA shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the

basis for liability as established in the Act.

8.1.8. INSURANCE

Contractor agrees that it will maintain, at its own expense, any necessary professional liability insurance policies with limits at or above that which is reasonably required in the industry but at no less than \$1,000,000 per occurrence and \$2,000,000 general liability and will, upon request, furnish certificates of insurance to UTOPIA.

8.1.9. OTHER TERMS

Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or UTOPIA shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

8.1.10. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold UTOPIA harmless and defend UTOPIA from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by UTOPIA as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

8.1.11. CONFIDENTIALITY

Contractor shall hold all proprietary information provided to it by UTOPIA for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of UTOPIA. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. UTOPIA shall have the sole obligation or privilege of releasing such information as required by law. Contractor shall abide by all confidentiality rules governing its profession, promulgated by UTOPIA, or imposed by the Utah Government Records Access Management Act as they related to such proprietary information.

8.2. Partnering/Subcontracting

UTOPIA Fiber will communicate 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 Fiber 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 Fiber.

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 Fiber. 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 Fiber.

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 Fiber 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 Fiber.

UTOPIA Fiber 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 work quality and 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 Fiber 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.

9. Confidentiality

All information provided in the proposal will be treated as confidential. Information will only be disclosed to relevant parties involved in the evaluation process.

10. Conclusion

We look forward to receiving your proposals and partnering with a company that shares our vision for expanding high-speed internet access across Utah. This is an exciting opportunity to be part of a transformative project.