

**NOTICE OF DEADLINE EXTENSION**

**Park City Municipal Corporation**

**Request for Proposals**

**FOR**

**Citywide Fiber Optic Network and Services**

**NOTICE**

**PROPOSALS DUE:** Friday, June 6, 2014

**PROJECT NAME:** Citywide Fiber Optic Network

**PROJECT LOCATION:** Park City, Utah

**PROJECT DESCRIPTION:** Citywide Fiber Optic Network and Services within five (5) years to all residential households and businesses within the Park City community.

**OWNER:** Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060

**CONTACT:** Matthew J. Dias, Assistant City Manager  
[Matt.Dias@parkcity.org](mailto:Matt.Dias@parkcity.org)

**All questions shall be submitted in writing no later than Friday, May 23, 2014.**

**Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.**

## **RFP SUMMARY**

This RFP is for a network that will be wholly owned by a private operator providing internet services using Fiber Optic Networks for public and private entities (residential, businesses, local government, and community institutions) within Park City, city limits. The RFP seeks Installation, Operation, Maintenance, and Level of Service Agreement services for an all-inclusive Fiber Optic Network (FON). Each function can be performed by different entities and/or subcontractors, yet the Provider is the solely responsible party. In addition, the City desires summary information on additional marketing, sales, billing and other functions not specifically addressed in this document.

### **1. Introduction**

#### **1.1 Park City, Utah Background**

Park City, Utah is one of the most desirable, year-round resort destinations anywhere in the world. Instead of a sleepy, seasonal ski town, you will find a vibrant and active community filled with year round activities and an action-packed calendar of events. Park City is home to three of the world's premier ski resorts - Park City Mountain Resort, Deer Valley Resort and Canyons Resort – bringing in over 2 million skier days per year. For the second year in a row, all three resorts were voted in the top 10 Ski Resorts by SKI Magazine's - Deer Valley Resort ranked #2, Park City Mountain Resort #5, and Canyons Resort #10. See more at:

<http://www.visitparkcity.com/visitors/resorts/#sthash.CxfS2sTR.dpuf>

Located in Summit County, Utah, Park City is the envy of other ski destinations; it's located a mere 35 minutes from Salt Lake City's International Airport. The economic future of Summit County and Park City continues to look bright, and both are well positioned for strong economic growth. With a highly educated and affluent population, exceptional school system, a myriad of world-class recreational opportunities, and an urban lifestyle within a rural, historic setting, make Park City an extremely desirable location, attracting residents and visitors from across the U.S. and around the world.

Annual visitor spending tops \$500 million a year, from over 22 million visitors. Park City boasts hundreds of restaurants and lodging options, thriving art and cultural economies, as well healthcare and governmental organizations that support the year round population and economy.

Park City was the alpine heart of the 2002 Salt Lake City Winter Olympics, furthering its stature and reputation around the world. Park City is also home to the United States' largest [independent film festival](#), the [Sundance Film Festival](#), home of the [United States Ski Team](#), the United States [National Ability Center](#), and the [2002 Olympic bobsled/skeleton/luge track](#) at the [Utah Olympic Park](#).

In addition, Park City has also become a major draw for outdoor-oriented businesses and manufacturers, such as [backcountry.com](#), [Rossignol USA](#), [Skullcandy](#), and [RAMP Sports](#) have all located headquarters in Park City.

In 2008, Park City was named by [\*Forbes Traveler Magazine\*](#) among one of the 20 'prettiest towns' in the United States. In 2011, the town was awarded a Gold-level Ride Center designation from the [International Mountain Bicycling Association](#) for its mountain bike trails, amenities and community. More recently, Park City was named "[The Best Town in America](#)" in the September issue of Outside Magazine. For more detailed information on Park City's economic and demographic figures, see:

- Population:
  - <http://www.visitparkcity.com/includes/media/docs/POPULATION-2014.pdf>
- Economy:
  - <http://www.visitparkcity.com/includes/media/docs/TOURISM-2014.2.pdf>
- Other:
  - <http://www.visitparkcity.com/member-directory/resources/>

## **1.2 Network Background**

Park City (City) is requesting proposals from qualified Providers to design, install, manage and operate a next generation communications network ("Network") that will provide first-rate internet access services to residents, businesses, local governments, and community institutions within Park City. A baseline of 1 Gbps symmetric service will serve as the definition of "next generation" services for this RFP. Park City is willing to provide a variety of forms of support, all of which are negotiable, including (but not necessarily limited to): (i) streamlining access to infrastructure, rights-of-way, permitting, and inspections; (ii) assistance in demand aggregation; (iii) long-term contracts and support for development of high bandwidth applications to drive adoption rates; (iv) marketing assistance (including working directly with Providers, local business and community leaders to increase revenue opportunities and lower the costs associated with constructing and operating the Network); (v) best efforts to revise local rules, regulations or requirements where possible to decrease the cost to deploy or operate the Network; and (vi) collaboration with additional local communities and governmental entities, and education and healthcare networks.

The Provider will bear all of the costs for the Network, including but not limited to impact fees, design, engineering, construction, equipment and insurance for the Network up to the end user drop point or network interface device. In addition, the Provider will bear all the operating and maintenance costs of the Network, and will demonstrate a clear upgrade path for the Network's future consumer demand and service developments to at least 2025 and beyond.

The City is willing to allow for use of existing City assets and infrastructure, such as current Fiber Optic networks and other infrastructure systems. The City is willing to partner and could potentially provide limited funds to help assist and facilitate the construction, maintenance and operation of the network.

The City intends to brand and deploy the Network to serve as a development platform for innovation, economic development, workforce development and job creation, education, branding and tourism (international) for the entire Park City area.

### **1.3 Entities Issuing RFP**

This RFP is issued by the Park City Municipal Corporation.

### **1.4 Overview**

Park City seeks proposals for the design, deployment, operation and maintenance by a provider of a high-speed fiber optic network for the citizens, businesses and visitors of Park City. The objective is to establish a Network that:

1. offers retail broadband services with a guaranteed minimum 1 Gbps dedicated symmetrical transmission speed over each connection provided to premises;
2. supports high quality voice, data and video services;
3. uses *fiber-to-the-premises* network architecture;
4. covers 100 percent of homes, condominiums, hotels, ski resort bases, businesses, historic Main Street and local governmental institutions with the City;
5. implements an operationally progressive, demand driven basis, 5 year deployment plan from the date of contract execution between the City and Provider;
6. promotes long term economic and community interests of the City and end users, such as wireless access in public spaces (historic Main Street and Ski resorts) and during special events and marketing opportunities; and
7. enables low access prices reflective of underlying costs while allowing Provider to earn a rate of return on its investment commensurate with risks involved.

### **1.5 Assets, Facilities, Services to be Contributed by City**

Park City is willing to grant Provider with access to the existing assets, services, and infrastructure of the City identified (below) to the extent they are available and necessary for deployment of the Network. Infrastructure may include, but is not limited to, existing conduit, fiber, utility poles, rack space, nodes, governmental buildings, other facilities or switch locations, available land, and other assets and services identified below or specifically requested by Provider.

The City is willing to consider reducing and/or waiving the cost of using assets, services and facilities, including inspection fees, under which the City has control. Park City will use its best efforts to make these assets, services and facilities available to Provider upon request.

In certain cases, access to fiber, conduit, rights of way or other assets identified may be conditioned or require approval from lessors or other third parties. In such situations, the City will work with the Provider to attempt to obtain any necessary approvals, but cannot guarantee receipt.

#### **1.5.1 Fiber**

Park City is willing to grant Provider with access to its existing optical fibers owned or leased by the City to leverage existing systems and reduce construction costs to Provider. The City is willing to provide access to its fiber under an Indefeasible Right to Use Agreement, and is willing to provide

access on a reduced fee or no charge basis. Location of fiber and conduit assets will be provided to qualified Providers willing to sign a Non-Disclosure Agreement with the City. This information is available upon request.

### **1.5.2 Conduit**

Park City is willing provide access to the existing conduit owned or leased by the City and identified in a supplementary Existing Conduit Schedule. The City is willing to provide access to existing conduit under an Indefeasible Right to Use Agreement, and is willing to waive the charge for conduit access. Location of the Conduit Schedule listing conduit assets will be provided to qualified Providers willing to sign a Non-Disclosure Agreement with the City. This information is available upon request.

The City is also willing to cooperate with Provider in its efforts to obtain expedited access to conduit owned or controlled by third parties within the Service Area region, including Summit County and UDOT, among others.

### **1.5.3 Existing Networks**

In addition to the fiber and conduit identified in Sections 1.5.1 and 1.5.2, the City owns and operates private fiber segments that would also be provided to qualified Providers willing to sign a Non-Disclosure Agreement.

### **1.5.4 Rights of Way**

Construction and the installation of equipment in City rights of way will be subject to a standard franchise agreement (available upon request). Subject to existing rights-of way and easements, the City is willing to allow Provider to have access to necessary rights-of-way on property owned by the City and property on which it has an easement. Such access will be provided during regular business hours during normal construction seasons for non-emergency work and 24x7 for emergency work. This access includes permission to perform construction work on City property, including street construction as needed for Network roll-out. The City estimates it will take 180 business days to complete all steps from application to approval of a permit, and is willing to work with Providers to expedite this process.

The City is willing to cooperate with Provider in efforts to grant Providers access to rights-of-way owned or controlled by third parties within the Service Area.

The City requests that Provider identify a mitigation process to utilize when crossing private right of ways.

### **1.5.5 Pole Attachment Rights**

The City does not operate a municipal electric utility but does own many poles throughout the City. Installation of equipment on City owned poles is subject to a standard permits issued by the City (available upon request). The City is willing to consider reducing or foregoing all pole fees as a contribution to the Network for five years after project completion.

The City is willing to cooperate with and assist Provider in its efforts to gain access to poles owned or controlled by third parties, including Rocky Mountain Power. However, the City prefers the use of underground conduit/fiber whenever possible.

#### **1.5.6 Space and power**

The City is willing to make space available to Provider in City facilities for the installation of central office ("CO") equipment and for additional network facilities, in locations to be determined as part of the network design. In addition, the City is willing to consider providing electrical power necessary for Provider's equipment at City locations. Provider is requested to identify "green" power sources and efficient operating/cooling solutions.

#### **1.5.7 Contracts for Services and Assistance in Identifying and Generating Institutional and Enterprise Demand**

The City intends to make long-term individual commitments to purchase network services needed for City/governmental operations (e.g., transmission capacity, Internet access, voice, video, security monitoring, cloud computing and storage) through the Network. The City currently spends ~\$30,000/yr. for communication services such as internet, security and phone. The City is willing to shift this amount towards a qualified Provider, subject to approval by City Council.

The City is willing to grant Provider assistance in identifying and contacting with other entities in and around the City that are potential candidates to enter into long term contracts (2 years or more) for fiber or network services. Potential customers include other governmental entities County/State, educational institutions, healthcare, employers, large festivals and events, as well other community enterprises. Summit County, Utah, for example, has expressed strong interest in this project and could represent future project phases.

#### **1.5.8 Retail Marketing Assistance**

The City is willing to assist Provider's pre-construction efforts to market and obtain commitments for Network services (primarily internet access) from residential households and businesses in Park City. The City is willing to assist Provider with contact information such as phone, email, addresses, etc., subject to government records (GRAMMA) laws and is willing to distribute information via community email and notification systems about proposed Network service offerings and how potential retail customers can upgrade to the new system. In addition, the City is willing to provide assistance in identifying affordable/seasonal housing locations and private Multi Dwelling Units (MDUs) within the City for Provider's employees/contractors to facilitate implementation.

#### **1.5.9 Other Assets, Facilities, Services**

The City is willing to grant, where possible, Provider with access to other assets and services that are owned or controlled by the City, and that will assist Provider in lowering overall risk by reducing the cost structure and shortening the design and construction schedule. These include, but are not limited to:

- No cost access to GIS data, street maps, maps of terrain, GPS coordinates and locating services;
- Access to all other non-emergency communications networks through existing peering and traffic exchange agreements; and
- Traffic management and road closures for City roads for construction & repairs.

### **1.6 Regulatory and Other Forms of Assistance to be provided by REs**

The City is willing to grant Provider with access to:

- Assistance from City FTE employees for planning, network mgmt., branding and marketing, etc.
- A single point of contact ("SPOC") for Provider, which SPOC will be responsible for addressing all issues related to the Network, providing coordination across City departments, ensuring full cooperation of City departments with respect to relevant issues on the Network and serving as a communications and troubleshooting resource for Provider.

#### **1.6.1 Expedited Permitting**

The City is willing to grant Provider with quick, diligent review of all applications for permits, including permits necessary for construction work on the Network within City rights-of-way and in connection with City assets or infrastructure. This includes a commitment to review and respond to any subsequent modifications or similar documents that may require approval by City officials within five working days of submission by Provider.

#### **1.6.2 Expedited Inspection**

The City is willing to grant Provider with a dedicated inspection team for inspection of all work performed on the Network.

#### **1.6.3 Other**

The City is willing to grant Provider with information about existing funds, grants and contracts that can be redirected to this program. The City is willing to apply for, or provide assistance in, applying for available grants or loans to defray Network expenses, such as those for local economic development.

### **1.7 Relationship between Provider and City**

The Provider will be an independent contractor that provides all design, construction and operation services for the Network.

#### **1.7.1 Ownership of Network**

The Provider will own the Network or jointly own the network with the City. Provider's business plans can provide for an open access network or sole provider network.

## **2. Services Sought**

### **2.1 Description of Services Sought**

The City seeks a Provider to design, build, install, own, operate and manage a complete turnkey high-speed communications Network within the Service Area. The system shall be a fully operational, high-speed communications network using Internet Protocol technology and allowing users access to and from the internet and access to other services as required. The RFP does not require a specific technology, but the City expects that most potential Providers will propose Fiber-to-the-home, Active Ethernet, GPON and/or WDM/PON technologies to provide gigabit service to residential households, businesses and government/community institutions throughout the Service Area. This system must include all active and passive infrastructure, including fiber cabling, active repeater equipment, uninterruptible power supplies, network cross-connections, software, ancillary equipment, and ongoing main tenancy. The selected technology should be carefully balanced with future performance expectations and replacement costs.

Services rendered must include complete system design, engineering, operation, monitoring, maintenance, and enhancement, as well as negotiation and execution of access agreements with retail services providers. The Network rollout will be based upon demand by community residents and businesses, and the availability of necessary infrastructure.

## **2.2 Scope of work**

Provider shall design, build, install, own, operate and manage the Network. The Network shall have the following features and functionality.

### *Network Requirements*

Provider's response shall identify the specific network characteristics it plans for:

- Minimum capacity (in terms of number of fibers and/or bandwidth capacity) for (i) the backbone or Historic Main Street area and Bonanza, (ii) residential users, (iii) enterprises/institutional users, (iv) government institutions/public safety users, (v) events e.g., Arts Festival, Sundance
- Design should consider elements for long-term serviceability
- Redundancy of backbone segments
- Connection interfaces for future expansion into known new development areas
- Interface points for wireless or other network interfaces.
- Physical and logical security protections.
- Conduit in the ground is preferred method.

### *Services on Wholesale Open Network*

- Bandwidth and technology gateway with caching for access to cloud based triple play and over-the-top (OTT) services (online delivery of video and audio content)
- Physical and logical layer network service access
- Dedicated wave/VLAN services
- Secure IP intranet services

### *Public Safety & Public Information Services*

- Dedicated public safety service network
- Secure public safety access

- Public infrastructure monitoring (e.g., traffic lights, speed cameras, cameras on other public structures)
- Transit bus AVL and communication system
- Digital signage

### **2.3 Response to Scope of Work**

Each potential Provider shall submit 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, as well as the services to be provided over the Network in sufficient detail to allow the City to effectively consider the proposal. The Provider shall also include a description of the day-to-day operations and the management of all responsibilities related to the project. In addition, the Provider will explain how they will fulfill the scope of work in Section 2.2. This should include, at a minimum, the following:

- **Technology**: A description of the network technologies underlying the proposed network solution(s) included in the response. Each description should include the following information:
  - Technologies proposed and the limitations of each technology, and if a variety of technologies are contemplated, a discussion of the factors likely to influence the choice of technologies;
  - As much detail as possible regarding the network design including, but not limited to: network design criteria, network elements, architecture, protocols, system reliability, availability, and operations and maintenance; and
  - Network performance characteristics, including the range of offerings, the capacity and other factors relevant for each proposed solution.
- **Service offerings**: A description of proposed service offerings that the Provider anticipates offering to institutional, business and residential customers.
  - Broadband service offerings (type of broadband service, speed tiers, differences between business and residential offerings)
  - Whether or not the service will be an open access network or sole provider
  - Ancillary service offerings (including those identified in Section 2.2) that may be provided by the Provider
  - Pricing strategy
  - Explanation of Provider's willingness to work with the City to develop unique pricing or packages for key community stakeholders and populations (e.g., government, K-12 facilities, economically distressed areas)
- **Rollout strategy**: A discussion of the anticipated deployment strategy, 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.
- **Roles and Responsibilities**: A description of the roles and responsibilities envisioned for Provider, Provider team members (if any), City, and third parties (if applicable) for each of the following:
  - Network design
  - Network construction

- Network operations and management
  - Community outreach and customer acquisition
  - Marketing to ISP and content providers
- **Financial Projections:** The business plan should include a pro forma financial statement, identifying projected capital outlays, ongoing operational costs, and expected revenues from services for at least the first ten years of construction and operation, including projected take rates and any financial contributions requested by the Provider by the City. The plan should identify and quantify all key assumptions underlying the calculations.

## **2.4 Provider Qualifications**

Potential Provider's should have experience in high speed network design and operation – provide a statement of experience highlighting similar network systems designed, constructed and operated, including project name, location, size, technology used, and name and phone number for reference contacts. Also indicate whether each system is owned by the Provider or another entity.

1. Financial Stability – Provider shall submit its two most recent annual financial statements in order to permit analysis of its financial resources. If financial statements are unavailable due to confidentiality, submit recent D&B reports. If Provider is part of a team, the two most recent annual financial statements for each team member should be submitted. If the Provider's response includes Provider financing or committed bank or other financing, the two most recent annual financial statements of such equipment and financial institutions should be submitted. In addition, each Provider or team shall provide a bond, in an amount negotiated, to guarantee satisfactory completion of the project.
2. Staff Technical and Managerial Experience – include a statement of experience and resumes of the project team, including the project manager and other key personnel who will be assigned to this project. Also include a list of any known or anticipated subcontractors along with their roles and responsibilities.

## **3. Administrative Issues**

### **3.1 Availability of the RFP and Amendments**

Adobe Acrobat (PDF) and Microsoft Word versions of this RFP are available on the project website at: <http://www.parkcity.org>. Amendments to the RFP will be posted on the project website. Any amendments supersede prior provisions and are effective upon posting on the City website, and each potential bidder is responsible for checking the website to learn of any amendments.

### **3.2 Questions about the RFP**

The primary RFP contact for the RE project team is: Matthew J. Dias, Assistant City Manager.

All general correspondence and any questions about this RFP must be submitted in writing to Matthew J. Dias at [Matt.Dias@parkcity.org](mailto:Matt.Dias@parkcity.org). **The project team will not entertain any oral contacts regarding this RFP.** The last date for questions will be 5:00 pm MT on Wednesday, May 7, 2014. All questions will be considered to be public and released with an answer at

<https://www.parkcity.org> as expeditiously as possible. The identity of the person posing the question will not be disclosed.

Providers should not contact any City employee directly. Any attempts to contact City staff regarding this RFP other than via the email address listed above may be grounds for the City to reject your submission.

### **3.3 Proposal Format and Certification**

Proposals should be organized in the same sequence as this RFP with responses referencing the appropriate corresponding RFP item(s). Providers should respond to each item at the level of detail at which each is presented or list a variance with a particular item and propose alternate terms and, as applicable, and supply any supportive detail. Proposals not conforming to the proper format or failure to respond to any required items may result in disqualification and/or rejection of the proposal. Where the Provider is requested to supply information, include that information in the body of the proposal, or reference the attachment where it is included.

A duly authorized officer or agent of the Provider must sign the proposal. Proposals that are not signed will not be considered. In the case where multiple Providers team to present a unified proposal, a signature by a duly authorized officer or agent of each entity is required on the proposal, though one entity should be designated the lead entity in the proposal. The lead entity will be the contracting Provider and will be responsible for subcontracting with its partners.

### **3.4 Project Calendar**

#### *Anticipated Event Dates*

- RFP Advertised and issued: Friday, April 18, 2014
- Proposals Due: Friday, May 16, 2014
- Proposal Evaluation Completed by: Friday, May 30, 2104
- Interviews with finalist firms no later than: Friday, June 6, 2014

### **3.5 Proposal Due Date and Submission**

Proposals are due by 5 p.m. local time on Friday, May 16, 2014. Proposals received after the deadline will not be considered. Proposals must be submitted electronically or via priority or certified mail. Two (2) hard copies and one (1) complete electronic version are required for any proposal submitted in hard copy format. Faxed proposals will not be accepted. Provider assumes the risk of the methods of dispatch or delivery chosen. Office hours for receipt of mailed or expressed proposals are: Monday through Friday, 8:00 am - 5:00 pm.

Electronic proposals must be submitted by email to [Matt.Dias@ParkCity.org](mailto:Matt.Dias@ParkCity.org). All electronic files must be submitted in editable format in order to facilitate evaluation and planning. Word, Excel, GIS and PDF formats are acceptable.

### **3.6 Process and Criteria for Evaluation of Proposals**

Proposals will be opened and reviewed internally at the convenience of the City. All proposals will be evaluated and, at City discretion, an award made to the Provider who demonstrates the best

ability to meet the overall goals of the project, with particular emphasis on the ability to fulfill the scope of work in the most timely and efficient manner. The team will initially assess the qualifications of each Provider submitting a proposal and rank the proposal according to the following point system:

*Qualifications Evaluation Criteria*

- Quality of response
- Upfront investment by Provider
- Experience of project team
- References
- Provider experience
- Financial strength of Provider
- Feasibility of Provider financial proposal

Total Possible Points: 100

*Other Project Evaluation Criteria*

In addition to the qualification criteria, the City will examine the extent to which each proposal meets the criteria below, which are not listed in order of importance. The City will then undertake a comparative assessment of all proposals in order to make a decision as to which proposal(s) should be selected for further analysis and negotiation. The Park City, City Council, and City Manager, following consultation with the RFP review team, will be the final decision makers. Within the framework of an overarching value-for-money assessment, the evaluation criteria against which proposals will be assessed are:

1. the extent to which the proposal meets the City's objectives for the Network (as set out in Section 2.2) (including, but not limited to, build out requirements/selection of neighborhoods, the level of pre-construction demand commitment required to trigger build out for specific areas, and the proposed price point if demand levels are met);
2. the capability of the Provider to design, construct, finance, maintain, upgrade and operate the Network;
3. the nature, scope and impact of any local community legislative and/or regulatory changes that are necessary to facilitate the proposal;
4. the cost to the RE of the proposal; and
5. the acceptability of the contract terms and conditions proposed by the Provider and the extent to which the proposal departs from the RFP and from the City's proposed commercial terms (if any).

**3.7 Clarification of Proposals**

Notwithstanding any other provision of this RFP, the City reserves the right to:

1. Conduct discussions with any or all potential Providers for the purpose of clarification of proposals;
2. Waive, or decline to waive, any defect in any proposal;
3. Accept, reject, or negotiate any or all proposals or the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer;

4. Cancel or amend this RFP or issue other requests for proposals;
5. Select a Provider or Providers based on its analysis and evaluation of proposals submitted and request presentations on proposals if it believes further information is appropriate to the decision-making process;
6. Select no proposals at all; or
7. Use any and all concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the project.

### **3.8 Negotiation and Execution of Contracts**

The selected Provider agrees to execute a contract consistent with the terms of this RFP as modified for the proposal specifics. If the parties are not able to reach agreement and execute a contract, the City may declare the award void and may select another Provider or issue a new RFP.

The negotiated contract will include a requirement for the Provider to provide a bond (or other form of financial assurance) in order to ensure that the City does not have to assume unanticipated costs of finishing the project. The purpose is to prevent the Provider from “walking off the job.”

### **3.9 Commencement of Work**

The submission of a proposal in response to the RFP, and the subsequent evaluation of that response by the City, does not constitute a contract or any type of agreement between the City and any Provider for the commencement of work or the performance of any obligation. Only a written contract with the City will authorize the commencement of work or obligate the City on this project.

### **3.10 Use of Subcontractors**

Provider s may use subcontractors to fulfill any obligations in connection with the project. Use of subcontractors shall be subject to all applicable state and federal laws. A Provider shall remain liable for fulfilling all its obligations on the project, and for any claims or damages arising from the subcontractor’s work.

### **3.11 Proposal Costs**

Responding Providers are responsible for all expenses they incur in preparing and submitting a proposal or in contract negotiations with the City. Even if it elects to reject all proposals, the city will not be liable for any costs or damages incurred by any Provider in preparing and submitting a proposal.

### **3.12Applicable Statutes**

It is Park City Municipal Corporation’s policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

### **3.13. Errors and Omissions in a Proposal**

The responding Provider is responsible for all errors and omissions in its proposal. If it discovers an error and wishes to withdraw its proposal, the responding Provider should notify the City immediately.

#### **3.13.1 Errors and Omissions in the RFP**

If the City becomes aware of an error or omission in the RFP, it will post a notice on the website. If it discovers an error or omission after the proposals are submitted, it may in its discretion proceed or reissue the RFP. Even if it elects to rebid the RFP, the City will not be liable for any costs or damages incurred by any Provider in preparing and submitting the original proposal.

#### **3.13.2 Objections to RFP Terms**

Any objections to RFP terms must be conveyed in writing to the address for RFP questions and must be submitted by the deadline for submission of questions about the RFP in Section 3 above.

The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

#### **3.13.3 Acceptance of RFP/Proposal Content**

By submitting a proposal, a Provider certifies that it has read, understood, and agreed to all requirements, terms, and conditions in this RFP, including any and all attachments, exhibits, and appendices. A Provider may withdraw its proposal prior to the RFP response deadline.

#### **3.13.4 No Waiver of RFP Provisions**

The City may, but is under no obligation to, waive any provision in this RFP at the request of a potential Provider. Any such waiver shall apply to all potential bidders, and no waiver shall constitute a waiver of any provision not specifically referenced therein.

#### **3.13.5 Ownership and Confidentiality of Proposals**

The City will not pay for any information requested herein, and all proposals submitted become the property of the City. Proposals will not be returned and may be subject to disclosure pursuant to the federal Freedom of Information Act and/or the Utah Public Records Act. The City may receive information that may be confidential as part of your response. If you believe that any portion of your proposal includes proprietary or other confidential information, please clearly mark it as such and state the basis for your claim to confidential treatment. Unless otherwise required by law, City will treat the information as confidential and will not disclose it to a third party without your permission. However, pricing and other information that is an integral part of the proposal will likely not be considered confidential after an award has been made.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public

records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

#### **4.0 Park City Municipal Standard Service Provider Agreement**

The successful proposal will be required to enter into Park City’s Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

**PARK CITY MUNICIPAL CORPORATION  
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and \_\_\_\_\_, a Utah corporation (“Service Provider”).

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as “Addendum A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed \_\_\_\_\_ Dollars.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

**4. REPORTS AND INSPECTIONS.**

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the

performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

**7. HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**8. INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**9. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

**10. COMPLIANCE WITH LAWS.**

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

**13. CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

**14. MAINTENANCE AND INSPECTION OF RECORDS.**

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**16. PROHIBITED INTEREST.**

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**18. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**19. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

**20. ATTORNEYS FEES AND COSTS.**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

**21. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**22. SEVERABILITY.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

**23. ENTIRE AGREEMENT.**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, Acting Interim City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER NAME**

Address:

Address:

City, State, Zip:

Tax ID#: \_\_\_\_\_

PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (*title*) for \_\_\_\_\_, a \_\_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public

**ADDENDUM “A”**

**SCOPE OF SERVICES**

**ADDENDUM “B”**

**PAYMENT SCHEDULE FOR “EXTRA” WORK**