

REQUEST FOR PROPOSALS

Regional Broadband Strategic Plan Northwest Colorado Council of Governments

Northwest Colorado Council of Governments (NWCCOG) is requesting proposals from qualified firms or individuals to assist NWCCOG staff in the development of a Regional Strategic Plan for Broadband for an eight county area, which consists of Eagle, Garfield, Grand, Jackson, Moffat, Pitkin, Rio Blanco, Routt, and Summit counties, and the City of Glenwood Springs and Town of Carbondale.

This project is supported in part by an Energy and Mineral Impact Assistance Fund (EIAF) grant awarded through the Colorado Department of Local Affairs (DOLA).

Proposals will be accepted until 5:00 p.m. on Monday, January 21, 2013.

Proposals may be delivered via mail, in person, or via e-mail:

**Northwest Colorado Council of Governments
Attn: Liz Mullen, Executive Director
PO Box 2308 / 249 Warren Avenue
Silverthorne, CO 80498
lmullen@nwccog.org**

Only proposals received (not postmarked) by the deadline will be accepted (not postmarked). No proposals which are received after the time and date stated above will be considered, and any proposals so received after the scheduled closing time and date mentioned above shall be returned to the submitting firm unopened. Hand carried proposals must be delivered to the NWCCOG at the street address shown above.

The contract will be made with NWCCOG and NWCCOG will award the contract based on the evaluation criteria contained in the RFP.

The NWCCOG reserves the right to accept or reject any or all proposals, to waive informalities and to reserve any RFP's. The NWCCOG also reserves the right to award the contract as it deems will best serve its interests.

Published: December 21, 2012

Liz Mullen
Executive Director, NWCCOG

REQUIREMENTS

RFP Name: NW Region Strategic Plan for Broadband

TERMS

The following terms will apply to this RFP and to any subsequent contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

- a. "Contract" means the written agreement resulting from this RFP executed by the Northwest Colorado Council of Governments and the Contractor;
- b. "Contractor", or "Provider" means the successful Applicant to this RFP who enters into a written Contract with the Northwest Colorado Council of Governments;
- c. "NWCCOG" means the Northwest Colorado Council of Governments;
- d. "Region" means the participating jurisdictions in Northwest Colorado, which consists of Eagle, Garfield, Grand, Jackson, Moffat, Pitkin, Rio Blanco, Routt, and Summit counties, and the City of Glenwood Springs and Town of Carbondale.
- e. "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- f. "Firm", "Proposer", "Vendor", or "Bidder" means an individual or a company that submits, or intends to submit, a proposal in response to this "RFP";
- g. "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP;

SCOPE OF SERVICE AND GENERAL CONDITIONS

1. Services shall be provided as requested by NWCCOG in compliance with the Scope of Services as described in this RFP.
2. The Provider shall maintain such records as are deemed necessary pursuant to the DOLA EIAF grant and NWCCOG rules to assure a proper accounting for all costs and funds collected. These records shall be submitted for audit purposes to NWCCOG. The Provider shall submit financial, program progress and other reports as requested by NWCCOG.
3. Information provided by NWCCOG shall be used only for purposes intended and in accordance with federal and state laws and regulations.

SERVICE DESCRIPTION

NWCCOG is looking for a Contractor to assist NWCCOG staff in developing an eight-county strategic plan for broadband.

The participating jurisdictions include: 1) all of the NWCCOG members, which include Eagle, Grand, Jackson, Pitkin and Summit Counties and most of the municipalities within those counties, the Cities of Steamboat Springs and Glenwood Springs, and the Town of Carbondale, and 2) Moffat, Rio Blanco, and Routt counties.

The plan will primarily address high-speed internet services and will include cell phone coverage and emergency management communications systems.

The development of a strategic plan addresses the need to coordinate multiple private and public efforts towards a common goal of improving broadband capability within the region. Specifically, the plan calls for: 1) an assessment of needs, both infrastructure and services, through surveys, public meetings, and asset mapping; 2) educational workshops to ensure that the participants have the information needed on regulations, economics, and technology to develop a realistic plan; 3) identification of public and private projects already underway to address these needs; 4) identification of gaps in the network and a strategy to fill these gaps; and 5) address sustainability and maintenance of the network into the future. These steps will ensure that the region builds on statewide efforts already underway in a coordinated approach to improving broadband in the region.

NWCCOG will convene a steering committee that will consist of one representative from each county. This representative will serve as the point person for their county and work with NWCCOG staff and the Contractor in identifying the appropriate stakeholders for meetings, workshops, or discussions regarding items related to that county. The Steering Committee will meet periodically to help oversee and direct the project. NWCCOG staff will serve as the Project Manager and Project Coordinator.

SCOPE OF WORK

The Vendor shall draft and submit a Scope of Work that his/her firm believes will be required to accomplish the project. At a minimum, the Scope of Work will address the following:

- Work with NWCCOG staff to specifically identify the components of the strategic plan document.
- Work with NWCCOG staff to identify all of the required meetings, workshops, and tasks necessary to complete the plan document.
- Take the lead on all necessary data collection.
- Attend all steering committee meetings.
- Facilitate all community specific meetings and workshops.
- Responsible for developing all of the content for the regional strategic plan document.

RFP REQUIREMENTS

Vendor must respond to the following:

1. A cover letter stating the name, address and telephone number of the proposing Vendor. This letter must bear the signature of the person having the authority to make the proposal for the firm.

2. Individual or Company Overview:

- * A descriptive background/history.
- * State principal business location and any other service locations.
- * What is your primary line of business?
- * How long have you been providing services?
- * State how many locations where your services are now in use.
- * Are you a single source provider, or will subcontractors also be used?

3. Qualifications/Professional Competence/Training:

Vendor must provide qualifications as well as experience information on key personnel.

Vendor should list any similar projects.

Vendor must submit a list of all employees that will be associated with the contract for exercise program for the Region. The list must include the employees' full name, social security number and date of birth.

Vendor must describe training provided to all personnel and/or subcontractors.

4. References:

Vendor must provide the names and telephone numbers of at least three references.

5. Cost of Services:

Vendor will provide cost of service. The program has a committed dollar amount to be spent on the plan. The Vendor should detail and itemize, as much as possible, costs for each part of the plan that he/she is proposing.

INNOVATION & COMMENT

Vendor may include any other information that is believed to be relevant but is not specifically asked for in this RFP. Vendor may explain in detail any innovation, alternatives, or more cost-effective approaches available in any area of the RFP. Vendor may provide suggestions of other products or services available that may assist the Region.

PAYMENT

The NWCCOG will approve all payments of funds for this project upon receipt of invoices. Chosen Contractor will invoice the NWCCOG every 30 days for work completed to date until completion of contract.

The NWCCOG shall not be billed for, and reimbursement shall not be made for, time involved in activities outside of those defined in the Cost per Service.

KEY TARGET DATES

Listed below are the key target dates associated with the project described in this RFP. Dates are approximate and may vary:

12/21/2012	Issue Date of RFP
12/21/2012 – 01/09/2013	Question Period
01/11/2013	Questions received during the question period will be emailed to all respondents, along with the answers
01/21/2013 by 5:00 p.m. MST	RFP Due Date and Time
01/25/2013	Vendor Selection
02/01/2013	Tentative Contract Award Date
09/26/2013	Draft Plan Document presented to NWCCOG Council in Gypsum, CO
12/16/2013	Scope of Work to be completed and Final Document Presented
12/31/2013	Contract end date/Grant agreement expiration date

VENDOR QUALIFICATIONS

Proposals will be considered only from Vendors who have experienced personnel and necessary equipment to provide the required services. The NWCCOG may request information substantiating the requirements. Failure to provide this information may result in a Vendor's proposal being declared non-responsive.

TERMINATION OF CONTRACT

- A) An initial Agreement with Vendor would commence in 2013 and unless sooner terminated as provided herein, would terminate by December 31, 2013.
- B) The NWCCOG shall have the right to terminate the Agreement at any time, for any reason, upon thirty (30) days written notice to the Vendor.
- C) If through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or if the Vendor shall violate any of the covenants, agreements or stipulations of the Agreement, the NWCCOG shall thereupon have the right to terminate the Agreement for cause by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- D) Notwithstanding the provisions of Paragraphs A., B., and C., above, the Vendor shall not be relieved of liability to the NWCCOG for any obligations to repay funds advanced under the Agreement or for any damages sustained by the NWCCOG by virtue of any breach of the Agreement by the Vendor, and the NWCCOG may withhold any payment to the Vendor for the purpose of setoff until such time as the exact amount of damages due to the NWCCOG from the Vendor is determined. In addition, upon receipt of any notice to terminate under this Paragraph, any unexpected funds allocated or advanced to the Vendor by the Agreement shall be reverted to the NWCCOG.

WRITTEN AGREEMENT

The selected Vendor shall be required to enter into a written agreement with the NWCCOG. Signature on the Proposal Cover Sheet shall serve as an acknowledgement that the Vendor is willing to enter into an agreement with the NWCCOG if their proposal is accepted.

EVALUATION AND CONTRACT AWARD

The NWCCOG shall evaluate and select a Vendor to provide the required services based on the completed proposal responses. The NWCCOG shall be the sole judge in determining how the evaluation process shall be conducted and what Vendor shall be considered for award as deemed to be in the best interest of the Region.

PREPARATION OF PROPOSALS

The proposal must be signed by a company representative authorized to bind the Vendor contractually. Failure to read the RFP and these instructions will be at the Vendor's own risk. Corrections and/or modifications received after the closing time specified will not be accepted.

All information submitted in response to this RFP is public after the award and/or contract has been executed with the successful Vendor. If Vendor includes as part of the response to the RFP any information that the Vendor believes to be a trade secret or other privileged or confidential data, the Vendor must supply under separate cover and identify as confidential. Statements that the entire proposal is confidential will not be honored. NWCCOG will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

OMISSIONS

Should the NWCCOG omit information from this RFP that is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the NWCCOG at least seventy-two (72) hours prior to the time and date of the proposal opening.

DEBARMENT

By submitting this proposal, the Vendor certifies that neither the company nor its principals is presently debarred, suspended, in the process of debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal state department or agency.

EQUAL OPPORTUNITY

The NWCCOG adheres to a policy of equal opportunity and non-discrimination and will ensure that all Vendors will be treated fairly and equitably throughout the bidding process, including the advertisement, evaluation and selection stages.

COST OF DEVELOPING PROPOSALS

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Vendor. The NWCCOG assumes no liability for any costs incurred by Vendors throughout the entire selection process.

PROPOSAL OWNERSHIP

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the NWCCOG and will not be returned to the Vendor.

ADDITIONAL GENERAL INFORMATION & CLARIFICATION

For additional information or clarification concerning the services specified in this RFP under Scope of Work, interested parties must submit their questions or comments, in writing via e-mail, to Liz Mullen, lmullen@nwccog.org. Questions will be received, answered in writing, and sent via e-mail to all firms who received the RFP or expressed interest in accordance with the dates designated in the "KEY TARGET DATES" section of this RFP.

Only one copy of the proposal should be submitted.

TERMS AND CONDITIONS

Late Proposals will not be accepted or considered. It is the responsibility of the vendor to ensure that his/her Proposal is properly delivered to the required authority at the time and place designated in this RFP.

NWCCOG will notify unsuccessful vendors in writing or by telephone within approximately ten (10) days following the closing date for receiving Proposals. The NWCCOG's silence does not imply any acceptance or rejection of any quotation offer.

Issuance of this RFP does not constitute a commitment by NWCCOG to award a contract. NWCCOG reserves the right to reject any or all Proposals received in response to this RFP, to waive minor irregularities and informalities in Proposals received, or to cancel this RFP if it is in the best interest of the NWCCOG or Region to do so.

The Vendor agrees, if his/her Proposal is accepted by NWCCOG, to furnish supplies and/or services in strict accordance with the Proposal specifications and at those prices set forth for each item in said Proposal.

The NWCCOG is exempt from federal tax (84-0639906), Colorado sales tax (State sales tax exempt no. 98-01956).

EVALUATION CRITERIA

The NWCCOG will analyze information provided by all Vendors. Criteria considered by the NWCCOG and Region in ranking the proposed exercise coordination proposals will be as follows:

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|----|-------------------------------------------------|-----------|
| a) | Company Overview | 15 Points |
| b) | Qualifications/Professional Competence/Training | 50 Points |
| c) | References | 20 Points |
| d) | Total Cost for Service | 15 Points |

TOTAL 100 Points