



**The City of Seattle
Department of Information Technology**

Request for Proposals #DIT 110057

For

**Internet Service Provider to
Lease Excess Capacity in City-Owned Conduit Space
In Pioneer Square**

The City of Seattle seeks proposals from qualified internet service providers (ISP) to lease excess capacity in City-owned conduit space in order to provide fiber-based, broadband internet services to businesses and property owners along a four block area in Pioneer Square. A qualified Proposer will have at least three years' experience as an ISP.

The Request for Proposals documents and related information may be obtained via The City of Seattle's website at www.seattle.gov/doi/vendor.htm.

- 1.0 Schedule:** The following is the estimated schedule of events. The City of Seattle ("City") reserves the right to modify this schedule at its discretion. Notification of changes will be posted at www.seattle.gov/doi/vendor.htm.

Request for Proposal ("RFP") Release	Monday, May 23, 2011
Deadline for Proposer Questions	Wednesday, June 1, 2011
Deadline for City Answers	Thursday, June 2, 2011
Proposal Due Date and Time	Monday, June 6, 2011 4:00 p.m.
Announcement of Apparent Successful Proposer	Monday, June 13, 2011
Contract Award	Friday, July 22, 2011
Fiber and Equipment Installation	Week of August 21, 2011
Broadband Internet Services Available	End of September 2011

- 2.0 Purpose:** The City of Seattle seeks proposals from qualified internet service providers (“ISP”) to lease excess capacity in City-owned conduit space in order to provide fiber-based broadband internet services to businesses and property owners along a four block area in Pioneer Square. As a result of this solicitation, the City may award agreements to one or more ISP. As used in the remainder of this RFP, “Proposer” refers to any person or entity submitting a proposal in response to this RFP.

To respond, Proposers must submit the information and forms as described in RFP Section 9.1.

- 3.0 Background:** The City of Seattle, through the Department of Information Technology (DoIT), is installing conduit between South Jackson Street and Cherry Street along 1st Ave South in Seattle’s Pioneer Square District. The installation is part of an ongoing street project led by the Seattle Department of Transportation (SDOT) and the Seattle City Light Department (SCL). The City is installing the conduit to provide conduit capacity requested by King County Metro for future fiber installation to serve signal cabinets. Only part of the standard four inch installed conduit will be needed for King County Metro purposes. The City has determined that after reserving space for current and future governmental uses there will remain excess capacity in the conduit which can be leased to private parties. As further detailed in RFP Section 5, the City will install three or four inner ducts in the conduit, leaving two inner ducts available for lease to an ISP(s).

Several property owners and businesses in this area have indicated that they are unable to obtain broadband internet services that meet their business and personal needs. Through this RFP the City intends to award an agreement(s) to one or more ISP(s) to lease the excess conduit capacity in order for the ISP(s) to provide fiber-based broadband internet services that will meet the needs of these businesses and property owners. See Appendix A for a general directory of property owners and businesses within the four block target service area.

- 4.0 Scope of Services:** The successful Proposer(s) will:
- 4.1 Lease excess capacity in City-owned conduit along the entire conduit path between South Jackson Street and Cherry Street along 1st Avenue South (the “Route”). Proposers should note that the City highly prefers that the Route and provision of services not be segmented. The Route is described in RFP Section 5 and depicted in Appendix B diagram;
 - 4.2 Install fiber cable along the Route that is used to provide broadband services to customers along the Route;
 - 4.3 Offer fiber-based broadband internet services to all buildings abutting the leased City-owned conduit Route;

- .4 Manage all aspects of the customer relationship with the end user (the broadband internet access customer); and
- .5 Compensate the City for its costs associated with making the excess capacity available. The costs are:
 - a. One-time cost of \$42,000.00 which reflects a proportional cost of installing new 4 inch conduit along the route.
 - b. One-time cost of \$36,000.00 for pulling as many inner ducts as possible into City conduits and pull boxes.
 - c. Annual cost of \$1,126.00 for 226 feet of SDOT and SCL conduit space leased at \$4.98 per linear foot.
 - d. Annual cost of \$2,931.00 for 155 square feet of SCL annual vault space leased at \$18.91 per square foot.

5.0 Description of Excess Capacity in City-owned Conduit

The City anticipates installing inner duct inside the City-owned conduit and shared cable boxes at the entry point of the areaway locations during summer 2011. Such installation plans will be finalized in a manner that allows for the successful Proposer(s) to meet the timelines proposed by the City in their current form, or as amended. Below is a table describing the location, description and City department owner of the excess conduit capacity that the City expects to have available for lease. See Appendix B for a diagram and additional details about the conduit and route.

Conduit Location	Conduit Description	Conduit owner
West side of 1st Avenue S between S Jackson Street and Cherry Street	New 4” conduit going through new SCL vaults for the 4 block length	New 4” conduit – DoIT New Vaults – SCL
Extensions into areaway on the west side of 1 st Avenue S (to access to buildings on the west side of 1 st Avenue S)	The new 4” conduit run is interrupted in 6 locations with curved 4” conduit extension into the areaway	New 4” conduit extensions – DoIT Areaway – SDOT
From the new 4” conduit/SCL vault to the existing SCL vault located at the NW corner of the intersection of 1 st Avenue S and Main Street	New 4” conduit (20 feet)	New 4” conduit – SCL New and existing vaults – SCL

At the intersection of 1 st Avenue S and Main Street, from the existing SCL vaults at the NE corner to the NE corner areaway (Crossing 1 st Avenue S)	3” Existing rusted conduit with two (2) 15 pairs copper cables, One (1) Inner duct with pull wire and One (1) 3/8 inch pull tope.	3” Conduit – SDOT Existing vault – SCL Areaway – SDOT
At the intersection of 1 st Avenue S and Main Street, from the NE corner areaway to the SE corner areaway (Crossing Main Street)	3” Existing rusted conduit with two (2) 15 pairs copper cables, One (1) Inner duct with pull wire and One (1) 3/8 inch pull tope.	3” Conduit – SDOT Areaway – SDOT
At the intersection of 1 st Avenue S and Washington Street, from the SE corner areaway to hand vault in the sidewalk at NE corner (Crossing Washington Street)	Multiple 3” conduits, 3 conduits with single cable, 2 conduits without cable	3” Conduits – SDOT

6.0 Lease Agreement; Term; City Council Authorization: DoIT intends to negotiate a lease agreement with one or two successful Proposers. The lease shall be substantively in the form provided in RFP Section 9.2. The estimated term of the Agreement is five years. The term may be extended for additional years by written amendment to this Agreement. Any negotiated lease agreement shall not be binding upon the City until executed by an authorized representative of the City in accordance with an ordinance of Seattle City Council.

7.0 Minimum Qualifications and Mandatory Requirements: A Proposer must meet or exceed the minimum qualifications and mandatory requirements below and must demonstrate this in its proposal. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications and mandatory requirements, the proposal may be rejected. The City requests that entities who do not meet these minimum qualifications NOT respond to this RFP.

7.1 A qualified Proposer shall have at least three years’ experience as an ISP at the time of the proposal due date.

7.2 A qualified Proposer shall agree to reimburse the City for its one-time costs of making the conduit space available (see RFP Section 4).

7.3 A qualified Proposer shall agree to pay the City the annual lease cost of SDOT/SCL conduits and SCL vault at the published rates (see RFP Section 4).

8.0 Solicitation Requirements

- 8.1 Communications with the City: All communications regarding this RFP must be directed to:

Ann Kelson, DoIT Contracts Manager
Phone: 206-684-0539
E-mail: ann.kelson@seattle.gov
Website: www.cityofseattle.gov/doi/

Unless authorized by the DoIT Contracts Manager, no other City official or employee is empowered to speak for the City with respect to this RFP. Proposers are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Proposers are cautioned against contacting any City official or employee other than the DoIT Contracts Manager. Failure to observe the requirements of this Section may be grounds for rejection of Proposer's proposal.

- 8.2 Questions and Requests for Addenda: Proposers who have questions about or suggestions for changes to this RFP including the proposed agreement may direct them by email to the DoIT Contracts Manager.

Questions and requests for addenda must be emailed to the DoIT Contracts Manager no later than the date and time listed in Section 1.0. Questions emailed after this time may not be considered or answered.

Failure by a Proposer to request clarification of any inadequacy, omission or conflict shall not relieve the Proposer of the responsibility of being in compliance with the RFP or resulting Agreement.

- 8.3 Changes to the RFP by Addenda: The City may make changes to this RFP if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition.

Changes to this RFP will be made only by formal written addenda issued by the DoIT Contracts Manager. All addenda issued by the City shall become a part of this RFP and will be made part of the resulting Agreement.

- 8.4 Proposer Receipt of Addenda, City's Answers to Questions, and other Pertinent Information: Any addenda and the City's answers to questions will be posted on the City's website no later than the date and time listed in RFP Section 1.

The City will also provide courtesy notices, reminders, or similar announcements concerning the acquisition on the City's website.

It is the responsibility of the Proposer to obtain any addenda, City's answers to questions, and other pertinent information from the City's website.

Please note that some third-party services independently post City solicitations on their websites. The City does not guarantee that such services have accurately provided all

information published by the City.

- 8.5 City Ethics Code: The Seattle Ethics Code was recently revised. New requirements become effective June 22, 2009 for City employees and elected officials. Beginning October 22, 2009, the Code covers certain vendors, contractors and consultants. Please see http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for vendors, customers and clients. Specific question should be addressed to the staff of the Seattle

Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).

Ethics Pamphlet.pdf

- 8.6 No Gifts and Gratuities: Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.
- 8.7 Involvement of Current and Former City Employees: If a Proposer has any current or former City employee, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, the Proposer must provide written notice to DoIT Contracts Manager of the current or former City official, employee or volunteer’s name. The Vendor Questionnaire to be submitted as part of the Proposal documents requires this information. The Operator must continue to update the information during the term of the Agreement. Proposers and the selected Operator are to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.
- 8.8 No Conflict of Interest: Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.
- 8.9 Proprietary Material: Proposers should be aware that any record (including but not limited to the Proposer’s Proposal, the Agreement, and other agreement materials) they submit to the City shall become a public record. See RCW 42.56 at www.leg.wa.gov/LawsAndAgencyRules/. The City is required by law to make public records promptly available for public inspection and disclosure except for certain exemptions as provided by

State law. Proposers are expected to be familiar with any potentially applicable exemptions and the limits of those exemptions.

To assert an exemption, the Proposer shall complete the appropriate portion of the Vendor Questionnaire Form and clearly and specifically identify each sentence or paragraph or other parts of a record and the exemption(s) that may apply. The Proposer shall not identify an entire page as exempt unless each sentence is within the exemption claimed on the Certification Form. The Proposer shall also clearly mark any proprietary information contained in its proposal with the words “proprietary information.” Marking all or nearly all of a Proposal as proprietary may result in rejection of the Proposal.

A Proposer, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to assert an exemption from disclosure or to advocate for non-disclosure in any forum. The City will have no liability to the Proposer in the event that the City must disclose these materials.

In the event the City receives a request for public disclosure of materials the Proposer has marked “proprietary,” the City will notify the Proposer of the request and briefly postpone disclosure to allow the Proposer to move the King County Superior Court to enjoin disclosure. However, while the City will make best efforts to notify Proposer, the City shall have no liability for any failure to notify Proposer or failure to delay disclosure. If the Proposer believes the materials are exempt from disclosure, the Proposer is responsible for seeking an injunction.

- .10 Insurance: The insurance requirements attached to this RFP are mandatory. If selected as an apparent successful Proposer, the Proposer shall be required to provide evidence of insurance prior to award of an Agreement. In preparing its proposal, a Proposer is encouraged to contact its Broker to begin preparation of the required insurance documents. A Proposer may elect to provide the requested insurance documents with its proposal. An Agreement will not be executed until all required evidence of insurance has been received and approved by the City. In the event the Proposer fails to meet the deadlines, the City may reject the Proposer’s proposal.
- 8.11 Taxpayer Identification Number: Unless the apparent successful Proposer is on record as having submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the City will request it to do so prior to agreement execution. Alternatively a Proposer may include the Form with its Proposal.

- 8.12 Seattle Business License: For-profit and non-profit organizations may be required to obtain a Seattle Business license. A Proposer may obtain City of Seattle business licensing information from the City Revenue and Consumer Affairs Division, phone: 206-684-8484. Instructions and applications may also be obtained at www.seattle.gov/rca/.
- 8.13 Availability of Documents after Announcement of Apparent Successful Proposer: The City requests interested parties to delay submitting a request for public disclosure of proposal information until the City has announced the apparent successful Proposer. This measure is intended to shelter the fairness and timeliness of the solicitation process, particularly during evaluation and selection or in the event of a cancellation or re-solicitation. Notwithstanding this request, the City will continue to be responsive to all requests for disclosure of public records as required by State law.
- 8.14 Cost of Proposal: The City shall not be liable for any costs incurred by a Proposer in the preparation and submittal of a proposal in response to the RFP or in participation of any part of the acquisition process.
- 8.15 Errors in Proposal: The Proposer is responsible for all errors or omission in its Proposal, and any such errors or omission will not serve to diminish its obligations to the City.
- 8.16 Withdrawal of Proposals: A proposal may be withdrawn by written request of the Proposer if requested prior to the proposal due date and time listed in RFP Section 1. No proposal may be withdrawn for a period of ninety (90) calendar days after the proposal due date and time.
- 8.19 Changes to Proposal: Prior to the proposal due date and time listed in RFP Section 1, a Proposer may make changes to its proposal provided the change is initialed and dated by the Proposer. No changes to a proposal shall be made after the proposal due date and time listed in RFP Section 1.
- 8.20 Rejection of Proposals: The City reserves the right to reject any and all proposals at any time with no penalty and to waive any immaterial defects and minor irregularities in a proposal.
- 8.21 Disposition of Proposals: All materials submitted in response to the RFP shall become the property of the City upon delivery to the City.
- 8.22 Incorporation of RFP and Proposal in Agreement: This RFP, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful proposal, shall be binding and shall become obligations in the Agreement.

9.0 Proposal Submittal

.1 Proposal

9.1.1 Binding and Number of Copies: The Proposer must submit four hardcopy sets of all proposal documents; one set clearly marked original and three sets clearly marked copy. The original and copies should be stapled on the left-hand upper corner only. The Proposer must also submit one electronic copy of the Proposal in .pdf format on disk. The City prefers that documents be copied double-sided.

9.1.2 Format and Organization: The Proposer shall include following documents in its proposal:

1) Cover Letter on the Proposer's letterhead, signed by an individual authorized to legally commit the Proposer. The Cover Letter must designate the officer, employee, or agent who will be the Proposer's contact for all communications regarding its proposal. The following information for this individual shall be provided:

- *Name
- *Title
- *Organization's Name
- *Mailing Address
- *Office Telephone Number
- *Mobile Telephone Number
- *Email Address

2) Vendor Questionnaire

Excess Capacity
Vendor Questionnaire

3) Minimum Qualifications and Mandatory Requirements Form

Excess Capacity Min
Qual-Mand Req Form

4) Proposal Form

Excess Capacity
Proposal Form 05231.

9.1.3 Delivery of Proposals: Sealed proposals must be received at the DoIT no later than the date and time listed in Section 1.0.

If the proposal is delivered by the U.S. Postal Service, it should be addressed to:

Ann Kelson, Contracts Manager
Department of Information Technology
PO Box 94709
Seattle, WA 98124-4709

If the proposal is delivered by an entity other than the U.S. Postal Service, it should be addressed to:

Ann Kelson, Contracts Manager
Department of Information Technology
700 5th Ave., #2700
Seattle, WA 98104

The City shall not consider proposals submitted by facsimile (fax) or email.

Proposers are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of proposals. At the City's sole discretion, a proposal received after the deadline may be returned to the Proposer, may be declared non-responsive and may not be subject to evaluation.

9.2 Information Required by Apparent Successful Proposer: Only the Apparent Successful Proposer will be required to submit the following:

- 1) Agreement

[Note: The City's proposed agreement will be issued as an RFP amendment on or before the last day for City answers, see RFP Section 1.]

- 2) IRS Form W-9 Request for Taxpayer Identification Number and Certification

IRS-W9.pdf

- 3) State of Washington UBI Number and City of Seattle Business License Number

www.seattle.gov/rca/
<http://www.dol.wa.gov/business/file.html>

10.0 Evaluation, Selection, and Award

10.1 Evaluation Process

Step 1: The DoIT Contracts Manager will review proposals for initial determination of responsiveness and responsibility, including the responses to the Vendor Questionnaire, and Minimum Qualifications and Mandatory Requirements. Those Proposals found responsive and those Proposers found responsible based on this initial review shall proceed to Step 2.

Step 2: The Evaluation Team will evaluate proposals based on the criteria in RFP Section 3.2. The Evaluation Team will be comprised of City staff. The Proposer with the highest score will be selected as the Apparent Successful Proposer. The other Proposers will be notified of the outcome.

Step 3: The Apparent Successful Proposer shall provide the City with the documents listed in RFP Section 9.2. The City cannot execute an Agreement until after receipt and approval of these documents.

Step 4: The City and the Apparent Successful Proposer will discuss the scope of the lease and other relevant issues. As appropriate, items will be incorporated into the Agreement.

Repeat of Evaluation Steps: In the event an agreement is not executed at the conclusion of the above steps, the City may return to any step in the process to repeat evaluation of those proposals that were active at that step in the process.

10.2 Evaluation Criteria: Proposals will be evaluated based on the following criteria:

Written Proposal

Demonstrated ability to provide fiber-based broadband internet services to Pioneer Square (Proposal Form Questions #1 and #2.)	25
Quality and variety of Boardband internet service offering to customers in Pioneer square (Proposal Form Questions #3 and #4.)	25
Commitment to provide broadband internet services to Pioneer Square by end of September 2011 (Proposal Form Question #5.)	25
Other benefits offered to the City (Proposal Form Question #6.)	25
Total Possible Points	100

11.0 Appendices

Appendix A – Businesses and Property Owners

Excess Capacity RFP
Appendix A - 1st Ave

Appendix B - Conduit Route Access Space Diagram

Appendix B Conduit
Route Access Space i