



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

Ogden City ISP (Internet Service Provider)



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Information Technology

January 9, 2025

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ADVERTISEMENT

Ogden City is seeking sealed proposals from qualified offerors to provide internet services for two of its locations, Municipal Building and the Francom Public Safety Building. Proposal packets are available and can be downloaded from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any addenda issued.

A **non-mandatory pre-proposal meeting** will occur on **January 23, 2025, at 11 AM MST**. The meeting will be held via an online platform, Zoom. Details are provided in the RFP. All firms intending to submit a proposal are **encouraged** to attend the meeting to obtain relevant information.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **February 4, 2025, no later than 11 AM MST. LATE PROPOSALS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women-owned, and minority-owned businesses and other disadvantaged business enterprises.

Ad Published: January 11 & 18, 2025

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Ogden City ISP (Internet Service Provider)

I. INTRODUCTION

Ogden City desires to identify and purchase a new internet service from qualified offeror's hereinafter called the "Consultant" to provide internet services to the following locations:

- A. Municipal Building (2549 Washington Blvd, Ogden UT 84401)
- B. Francom-Public Safety Building (2189 Lincoln Ave, Ogden UT 84401)

Goals/Objectives

The objectives of the RFP are focused on achieving the goals and clearly defining the City's expectations and the vendors' responsibilities.

- To secure a reliable, high-speed internet service at two key city locations to support ongoing operations, communication, and service delivery to residents.
- To ensure cost-effectiveness while balancing performance and reliability, ensuring that the selected ISP offers competitive pricing, transparent billing, and long-term value.
- To ensure the scalability of the internet service, allowing for future bandwidth upgrades and flexible service options and the city's needs to grow.
- To ensure data security and privacy protection for City operations, ensuring compliance with relevant regulations and best practices.
 - The ISP must provide secure, encrypted connections, including support for VPNs, firewalls, and other measures to protect data privacy.
 - The ISP must adhere to relevant federal, state, and local regulations (e.g., HIPAA, CIPA, if applicable) regarding data security and privacy.
- The vendor must provide a detailed, clear, and transparent pricing model, including all setup, installation, and ongoing costs.

- Clearly outline the cost structure for any potential upgrades in bandwidth or additional locations.
- Pricing should be structured in a way that allows for predictable long-term budgeting, including any cost escalation clauses or fixed-rate options for a multi-year contract.
- The ISP must be able to meet the city's timeline for installation, including any necessary setup, configurations, and testing prior to service go-live.
- The installation process should be managed with minimal disruption to the city operations, including scheduling during off-peak hours where possible.
- The vendor should provide evidence of experience in providing internet services to municipalities, government entities, or similar-sized organizations.
- The city requires a dedicated account manager to handle requests, provide ongoing support, and ensure high-quality service delivery.
- It is anticipated that this RFP process will result in one or multiple awards. The RFP document will become part of the final contract. The contract will be issued for a total period of three (3) years.

II. SCOPE OF WORK or SPECIFICATIONS

Primary Site – Ogden City Municipal Building (2549 Washington Blvd, Ogden UT 84401)

- 1Gbps, 2Gbps or 10Gbps Speed Options
- Must be a Symmetrical Link
- BGP Required to be set up to dynamically route Ogden City's Public IPs between this main location and the secondary location
- Must provide network support to work with Ogden City's Network team to set up BGP with all parties
- Hardwire only at this location

Secondary Site – Ogden City Francom-Public Safety Building (2190 Lincoln Ave, Ogden UT 84401)

- 1Gbps, 2Gbps or 10Gbps Speed Options

- Must be a Symmetrical Link
- BGP Required to be set up to dynamically route Ogden City's Public IPs between this main location and the secondary location
- Must provide network support to work with Ogden City's Network team to set up BGP with all parties
- Hardwire only at this location

III. MANDATORY OR NON-MANDATORY MEETING

A **non-mandatory pre-proposal meeting** will occur on **January 23rd, 2025, at 11 AM MST**. The meeting will be held via an online platform, Zoom. All firms intending to submit a proposal are **encouraged** to attend the meeting to obtain relevant information. Please allow at least one (1) hour for the meeting.

Below are the details of the Zoom Meeting:

<https://us02web.zoom.us/s/86781047359>

Or join webinar with the following methods

Phone one-tap: US: [+17193594580,,86781047359#](tel:+17193594580,,86781047359#) or
[+12532050468,,86781047359#](tel:+12532050468,,86781047359#)

Join by Telephone US: +1 719 359 4580 or +1 253 205 0468 or
 - Dial: +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171
 or +1 669 900 9128 or +1 386 347 5053 or
 +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656
 or +1 646 931 3860 or +1 689 278 1000 or
 +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325
 or +1 312 626 6799 or +1 360 209 5623
 Canada : +1 438 809 7799 or +1 587 328 1099 or
 +1 647 374 4685 or +1 647 558 0588 or +1 778 907 2071
 or +1 780 666 0144 or +1 204 272 7920

Webinar ID: 867 8104 7359

IV. RESPONSE TO RFP

Ogden City is seeking proposals from offerors capable of providing all the work described in the Scope of Work.

- A. Each Proposal must include, as a minimum, the following information:
 - 1. Authorized Representative – Indicate the name, address, email, and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
 - 2. Company Experience - A description of the firm's experience and capability of fulfilling this contract if awarded.
 - a. Include company history with biographies and/or resumes for principal contacts.
 - b. Capability and Experience
 - 3. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
 - 4. Cost Proposal - Present a comprehensive breakdown of costs associated with the project, along with projected timelines for each phase. Include a price guarantee period for budget stability.
 - 5. References - Furnish a minimum of three references; Detailing project specifics, scope, work summaries, and contact information for validation.
 - 6. System Functionality and Flexibility – Describe the proposed system's operational capabilities and its adaptability to future needs.
 - 7. Training, Service, and Maintenance – Outline plans for training sessions, ongoing service provisions, and ongoing maintenance support post-project completion.
- B. Proposals are to be no longer than 30 pages. Double-sided pages count as two pages.
- C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Submitted as a loose leaf with a binder clip
- b. Submitted in a regular 3-ring binder

D. Proposals submitted to Ogden City are considered public records unless protected within [Utah Code 63G-2-1](#).

V. EVALUATION OF PROPOSALS

Proposals will be evaluated by the criteria listed below:

A. Service Quality	35 Possible Points
B. Cost-effectiveness	30 Possible Points
C. Security	20 Possible Points
D. Support and SLA	15 Possible Points

A total of 100 possible points may be awarded to one proposal.

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or do not conform to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP. Ogden City reserves the right to disqualify a proposal due to any late response, no response or missed deadline.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

After this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and agreeing does not guarantee the offeror will be extended any specific amount of work.

VI. SUBMISSION OF PROPOSALS

By February 4, 2025, no later than 11 AM MST; proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

Submit to:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
Ogden City ISP RFP
2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, it must be received before the submission deadline.

The sealed proposal may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays and weekends.

VII. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

A. The amount of insurance shall not be less than:

1. **General Liability:** Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable), and independent contractor's liability (if applicable) written on an occurrence form.
2. **Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned, and hired autos.
3. **Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

B. Each insurance policy required by this Agreement shall contain the following clauses:

1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".

2. "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

C. Each insurance policy required by this Agreement, except policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

1. "Ogden City Corporation, its elected and appointed officials, employees, volunteers, and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

D. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. The contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as material breach of contract.

E. City shall be furnished with original certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.

F. City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions concerning the City, their elected and appointed officials, employees, agents, and volunteers; or the Contractor shall provide a financial

guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. The Contractor shall include all its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverage for the Contractor's contractors shall be subject to all the requirements stated herein.

Nothing contained herein shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

J. Under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation
2549 Washington Blvd.
Suite 510
Ogden, UT 84401

VIII. GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, the Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.

- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertising review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussing proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Recorders Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: https://www.ogdencity.com/DocumentCenter/View/19762/May-2021-Business-Confidentiality-Claim_revised

IX. ADDITIONAL INFORMATION

Price Guarantee: If applicable, all pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days before the renewal period.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the city will be given the immediate benefit of any decrease in the market, or allowable discount.

The contractor will only be allowed to invoice for the cost of services/goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work/service/goods that were performed/provided, the contract price for each service, the City purchase order or contract number, and the address of service location or delivery address.
- B. Upon the Award of the Contract, the Contractor may receive a request to process payments electronically.
- C. If offered by the Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:
Email invoices to: itbilling@ogdencity.com

X. GOVERNING INSTRUCTIONS

This RFP will constitute the governing document for submitting Proposals and will take precedence over any oral representations.

XI. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline, will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	January 9, 2025
1 st Ad – Standard-Examiner	January 11, 2025
2 nd Ad - Standard-Examiner	January 18, 2025
Pre-Proposal Meeting via Zoom	January 23, 2025 @ 11 AM MST

Last day for Q&A	January 27, 2025 @ 11 AM MST
RFP Response Deadline	February 4, 2025; No later than 11 AM MST
Committee Review and Selection Process	TBD
Contract Start Date	TBD

XII. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email at purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 11 AM on January 27, 2025.

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

Thank you for your interest in doing business with Ogden City.