

**Lyndon Township Broadband Implementation Committee
Lyndon Township, Michigan**

**Request for Proposal
For Consulting Services
For a Fiber-to-the-Home Network
In Lyndon Township**

**Proposals may be mailed or delivered in person
To Lyndon Township
17751 N. Territorial Road, Chelsea, MI 48118
Or emailed to clerkatlyndon@gmail.com**

**Proposals are due
By 5:00 pm EDT on Friday, October 20, 2017**

Dated: October 6, 2017

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1 Summary

Lyndon Township (“Township”) is seeking proposals from qualified consultants (“Consultant”) for professional consulting services for a fiber-to-the-home (FTTH) network capable of providing broadband and voice over internet protocol (VoIP) telephone to all homes and businesses in the Township. Although residents and businesses may not choose to subscribe, it is believed that interest is high based on the results of the [June 2016 Survey Summary](#) and the passing of the [August 8, 2017 Lyndon Township Broadband bond proposal](#). There are approximately 1,200 residential and business premises in the Township. The Township has approximately 63 miles of roads, including a State of Michigan road (M-52), Township roads and private roads.

The Consultant will be required to perform all work described within this request for proposal (RFP), which includes high level project management activities of this project from beginning to end and assistance with RFP preparation, issuance and award to ensure successful design, engineering, construction and operation of a FTTH network in the Township, as well as compliance with the Michigan Telecommunications Act, section 484.2252.

Sealed proposals must be received at the Lyndon Township Hall or via email no later than Friday, October 20, 2017 at 5:00 pm EDT. The contract will be awarded to the proposer offering the most advantageous proposal taking into consideration responsiveness to requirements, other comparative evaluation criteria set forth in this RFP, and price. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected by the Township as non-responsive.

The contract will be awarded by the Lyndon Township Board based on recommendations from the Lyndon Township Broadband Implementation Committee. The Township reserves the right to reject any and all proposals in whole or in part, and to waive irregularities and informalities, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of the Township.

Services for network engineering, construction, operation and maintenance shall be procured through a separate RFP process or processes. The Consultant on this project shall not be eligible to bid on these follow-on services. Instead, the Township expects the Consultant will provide independent advisory and project management services during the design and engineering, construction and start-up phases.

2 Project Description

2.1 Scope of Work

The Township will expect the Consultant to perform the services listed below. Proposals should clearly address all of the following:

- High level project management of project from start to finish including detailed schedule and budget development
- Engineering design and architecture RFP preparation
- Permit identification and requirements
- Construction / Installation RFP preparation
- Internet Service Provider RFP preparation
- Michigan Telecommunications Act section 484.2252 compliance RFP preparation
- Issuance and vendor selection assistance for all RFPs
- Onsite project management during construction / installation phase (optional)

The Township reserves the right to modify, alter or change the scope, size or other aspects of this project.

2.2 Schedule

The Consultant shall begin work no later than thirty (30) days of execution of the signed contract with the Township. As part of the proposal, all submitters shall include a comprehensive schedule of project activities, milestones, and deliverables along with dates. The proposed schedule may be among the material criteria used to evaluate the proposal. Note: Estimates based on the feasibility study (Section 3 below) suggest that the network should be up and running by the end of 2018. The Consultant shall be expected to adhere to its proposed schedule.

2.3 Project Contact

The Consultant shall provide a primary contact for the duration of the project. The Township will identify and provide contact information for the Township's primary contact at the time of contract execution. The Consultant's primary contact will work directly with the Township's primary contact during the project implementation. The Consultant's primary contact may also meet regularly with the Lyndon Township Broadband Implementation Committee.

2.4 Expectations of Consultant

The Consultant is expected to keep an open dialogue and to work closely with the Lyndon Township Broadband Implementation Committee and its associated subcommittees to ensure the project reflects the vision and priorities of the residents of the Township. The Consultant is expected to function in the following roles: organizer, provider of technical expertise and information, educator, advisor, facilitator, and consensus builder. It is expected that this project will take precedence over all other projects the Consultant's lead will implement over the duration of this project.

The Consultant shall conduct a kick-off meeting with the Lyndon Township Broadband Implementation Committee to review project goals, objectives and key milestones. The Consultant shall prepare and transmit a draft Project Management Plan ("Plan") prior to the meeting. The Plan will include a detailed schedule for all tasks and identify deliverables and progress reporting dates. The Consultant shall receive feedback on the draft Plan and submit a final Plan within seven (7) working days following the kick-off meeting.

It is anticipated that there will be a minimum of one project meeting per month with the Lyndon Township Broadband Implementation Committee to review progress and resolve problems. The Consultant will be responsible for preparing the agenda for these meetings and for conducting the meetings.

2.5 Other Terms and Conditions

Any additions or deletions to the project shall be only by written change order executed by the Township and Consultant.

The Consultant will submit monthly invoices to the Township with payment terms net 30 days.

3 Feasibility Study Report

The Township contracted with Pulse Broadband LLC to complete a detailed feasibility study for building a FTTH network and offering broadband and VoIP telephone to its residents and businesses. The results of the on-site field review, broadband analysis, and financial modeling can be found [here](#) and may be used by the Consultant.

4 Proposal and Submission Process

4.1 Summary of Key Dates

The Lyndon Township Broadband Implementation Committee established the following dates for this RFP but reserves the right to adjust any of these dates if in its sole discretion adjustment is warranted:

Date of RFP issue	Friday, October 6, 2017
Deadline for Submission of Questions	Friday, October 13, 2017
Deadline for Receipt of Proposals	Friday, October 20, 2017
Township Decision	No later than Friday, October 27, 2017
Execution of Contract	No later than Tuesday, October 31, 2017
Project Start	No later than Friday, December 1, 2017

4.2 Submission Procedure

Each proposer must carefully examine the included requirements. Upon receipts of proposals, each proposer shall be thoroughly familiar with all requirements. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

Sealed proposals must be clearly marked *Lyndon Township FTTH Network Consulting Services* and must be submitted to Linda Reilly, Lyndon Township Clerk, 17751 N. Territorial Road, Chelsea, MI 48118 no later than Friday, October 20, 2017 at 5:00 pm EDT. Seven (7) hardcopy proposals must also be accompanied by a complete digital copy. The proposal can also be emailed by the due date to clerkatlyndon@gmail.com.

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected by the Township as non-responsive. Proposal results will be available after the proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or proposer's authorized agent must sign such request.

The contents of this RFP are intended to provide a level playing field on which firms or individuals may base their proposals.

4.3 RFP Inquiries

Proposers with questions regarding this RFP may submit their inquiries, questions and requests for information / clarification via email to Marc Keezer, Lyndon Township Supervisor (marckeezer@gmail.com) no later than Friday, October 13, 2017 at 5:00 pm. Inquiries received after this time may not be considered.

4.4 Proposal Submittal Requirements

Proposers are encouraged to prepare proposals using clear and concise language that responds to the RFP in a straightforward manner. All acronyms and technical terms must be explained. Proposers are requested to organize the RFP submission in the following manner, with any additional attachments as appendices. Proposals shall remain firm for one hundred twenty (120) days from the deadline. After evaluation of the proposals, the Township may choose one or more proposers to negotiate a contract. Any contract will include the minimum requirements described in this RFP. The successful proposer, if any, will be asked to prepare and submit a proposed contract with the Township.

Section	Details
Transmittal Letter	The Transmittal Letter may be in the form of a business letter and should be no more than two pages. It should include: <ul style="list-style-type: none">• Brief statement of Proposer's understanding of the project• Highlights of the Proposer's qualifications and ability to perform the work• Name, title, and contact information of the person(s) who are authorized to respond definitively to questions
Section 1: Company Overview	Provide an overview of the company. At a minimum, it should include: <ul style="list-style-type: none">• Company name, email address, physical address, and contact numbers• Year the company was established and former names, if applicable• Parent company, if applicable• Company background demonstrating longevity and stability• Organizational structure• Names and locations of company owners, unless publicly traded• Proof of existence, officer authority, qualifications to do business, and/or licensing and in good standing in Michigan
Section 2: Project Experience	Briefly describe all relevant fiber optic network project involvement, including client, location, size, project duration, and whether the project was completed within budget and schedule. Clearly note specific experience with municipalities and government entities.

	Also provide client contact information for at least three recent projects of similar scope. These clients may be contacted during the proposal review process.
Section 3: Project Team	Provide information regarding the project team including: <ul style="list-style-type: none"> • All key personnel to be assigned to the project and their respective responsibilities, experience, training, certifications, and length of service • Subcontractors, if any (firms and/or individuals), their roles and backgrounds
Section 4: Project Description and Plan	Provide a description of the approach to be taken to meet project goals and requirements. Clearly indicate any restrictions, qualifications, additions, or deviations from these services requested in this RFP, with explanation. This section should also include: <ul style="list-style-type: none"> • Summary table that shows each task along with the assigned project team member (if known), estimated hours/days and scheduled start and completion date • Graphical timeline showing key milestones and proposed completion dates
Section 5: Price Proposal	<ul style="list-style-type: none"> • Hourly or daily rates for all personnel to be assigned to the project • Estimated hours or days for each task with estimated cost for each • Non-labor costs, if any • Total project costs and “not-to-exceed” total budget for all services to be rendered as part of this proposal
Section 6: Other Information	Any other information the proposer believes may assist the Township in evaluating the proposal
Appendix A: Certificates of Insurance	Copies of specified certificates of insurance

4.5 Michigan Freedom of Information Act

All proposals submitted in response to this RFP become the property of the Township and under the Michigan Freedom of Information Act (Act 442 of 1976) are public records, and as such may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the Lyndon Township Board. If proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. The price proposal is not considered privileged information.

4.6 Other Terms and Conditions

The Township shall not be liable for any expenses incurred by any proposer prior to issuing the contract.

A proposer may disclose any potential conflict of interest with the Township or any of its employees.

Each proposer submitting a proposal shall hold all information provided in its proposal in confidence and shall not reveal its proposal to or discuss its proposal with competitors until all relevant contracts pursuant to this RFP have been awarded. By the submission of one or more proposals, the proposer represents and warrants that in connection with the proposals:

- A. The prices or other information stated in the proposals have been arrived at independently, without consultation, communication or agreement with any other proposer for the purpose of restricting competition;
- B. The prices or other information stated in the proposals has not knowingly been disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the award of any contracts;
- C. No attempt has been made nor will be made by the proposer, for the purpose of restricting competition, to induce any other person or proposer to submit, or conspire with any other parties to restrict or otherwise manipulate prices or competition relating to this RFP or any resultant contracts.

All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the Consultant. The Consultant will be held responsible for their work. The Township will deal directly with and make all payments to the Consultant.

The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, codes and shall maintain throughout the term of the contract all required permits, certificates, and licenses.

The Consultant agrees to indemnify, hold harmless and defend the Township, its Board, and each member thereof, and every officer, employee, representative or agent of the Township, from any liability, claims, demand, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to the agreement performed by the Consultant or Consultant's agents, employees, subcontractors or other persons acting on the Consultant's behalf. This agreement

to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which the Consultant or Consultant's agents, employees, subcontractors, or other persons active on the Consultant's behalf would be held strictly liable.

The Consultant shall obtain and maintain throughout the term of this contract the following insurance:

- Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence;
- Errors and omissions insurance in the amount of One Million Dollars (\$1,000,000)
- Worker's compensation insurance as required by law

The contract between the Township and the Consultant shall include a termination provision allowing the Township to terminate the contract at any time for any reason at its sole discretion without penalty. In such event, the Township will be held liable for payment of services rendered prior to termination.

Lyndon Township is exempt from Federal and State sales and excise taxes, and no such taxes should be included in the proposal.

All plans, designs, specifications, maps, analyses, and all other documents and data, including GIS data, created through this project shall become the property of the Township at no additional cost.

The Township does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers or vendors, and provision of services. The Township is committed to providing an inclusive and welcoming environment for all members of its staff, clients, volunteers, contractors, vendors, and clients. The Township expects all proposers to comply with these standards.

5 Evaluation and Award Process

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration responsiveness to Township requirements, other comparative evaluation criteria, and price. The contract will be awarded by the Lyndon Township Board based on recommendation by the Lyndon Township Broadband Implementation Committee. A proposer may be asked to provide proof of financial stability.

The Township reserves the right to reject any and all proposals in whole or in part, and to waive irregularities and informalities, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of the Township. The Township reserves the right

to request more information for clarification or due to omission of information. This RFP does not commit the Township to award a contract or to procure or contract for services or goods.

Proposals will be evaluated according to the following criteria:

<p>Response to requirements</p> <ul style="list-style-type: none"> ● Quality and completeness of the proposal ● Adherence to the requirements ● Alignment with and understanding of the Township's goals 	30%
<p>Qualifications</p> <ul style="list-style-type: none"> ● Expertise in the fields necessary to execute the proposal ● Verifiable record of past successes and record of performance, especially with similar entities or projects ● References 	30%
<p>Project Staffing</p> <ul style="list-style-type: none"> ● Professional qualifications and education of proposer's team members ● Recent relevant experience of the proposer's team members in implementing a similarly complex project ● Sufficient proposed staffing levels 	20%
<p>Project and Implementation Plan</p> <ul style="list-style-type: none"> ● Viable implementation plan ● Approach for demands from diverse stakeholders 	10%
<p>Price</p>	10%

The successful proposer will enter into a contract with the Township incorporating all prescribed requirements and conditions of this RFP. If the successful proposer refuses or fails to execute the contract, the Township may consider the next most qualified proposer. The Township shall be the sole judge as to the successful proposer.