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North Kansas City, Missouri

REQUEST FOR PROPOSAL:

Carrier Class Internet Broadband for liNKCity

Reference No. RFP-NKC-01-30-06

**Issue Date: December 30, 2005**

**Closing Date: January 30, 2006**



ENERGY WATER INFORMATION GOVERNMENT



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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

On behalf of the City of North Kansas City, Missouri, (City) Black & Veatch is inviting interested and qualified firms to submit a proposal to provide data connectivity for the City's all Ethernet over Protocol Network - the liNKCity network.

The City of North Kansas City wishes to connect their Fiber-to-the-Subscriber (FTTS) network to the World Wide Web (WWW). The intent of this Request for Proposal ("RFP") is to purchase the services of a qualified company to create the hand off data from the City's Ethernet over Internet Protocol network to the WWW.

The City requires fixed prices for varying data rates as stipulated in this request for at least twelve (12) months and a fully completed RFP from the successful Bidder or Bidders.

The successful firm must be qualified to perform the work according to the standards and specifications as contained in this RFP. The Owner (as defined hereafter as the City of North Kansas City or its designated representative), in its sole judgment, will select and enter into contractual relationships with the successful firm that provides the most responsive proposal in compliance to the RFP and overall best value to the Owner.

### 1.2 Purpose of this RFP

The Owner, through this RFP process, requests a qualified firm(s) to provide data connectivity for their FTTS Network Project in accordance with the specifications and standards presented herein. Qualified firms are invited to respond and shall follow the instructions of this RFP in detail.

This RFP is to solicit proposals from qualified firm(s) with the following scope of services:

Scalability: The City plans to start offering services to customers beginning March 2006. As the total bandwidth required is dependent upon customer acceptance of the network over time, it is not immediately possible to predict the total amount of bandwidth required after the initial start date. Scalability is very important requirement to the success of this infrastructure.

Resiliency: Demonstrate the ability to minimize outage to service.



Service Level Agreement: Provide a minimum four hour or less Service Level Agreement with a call tree to report outages or issues with services.

Project Management: During the initial build of the FTTS network, the Carrier must provide project management for turn-on and trouble shooting for the liNKCity Network Technicians.

### 1.3 General Terminology

The following terminology is used throughout this document to describe the degree of importance of each requirement expressed throughout this document:

- “must”, “shall”, “mandatory”, or “required” means a requirement that must be met.
- “should”, “desirable” means a requirement having a significant degree of importance.
- “optional” means that a requirement so described is not considered essential, but its inclusion may result in preference being given.



## 2.0 INSTRUCTIONS TO BIDDERS

### 2.1 Errors, Omissions, and Clarifications

All questions and requests for clarification relating to these RFP requirements, Request for Proposal process and/or identification of any errors or omissions in the Request for Proposal documents shall be submitted in written form and directed to:

Shawna Irwin, RCDD  
Black & Veatch Corporation  
11401 Lamar Avenue  
Overland Park, Kansas 66211

Questions must be received in writing by January 13, 2006 by 5:00 pm, Central Standard Time. E-mail requests are acceptable and can be sent to [irwinsm@bv.com](mailto:irwinsm@bv.com). Questions submitted after this time will not be addressed.

### 2.2 Proposal Submissions

Submissions shall consist of one original unbound hardcopy, six bound copies, and a complete Microsoft Word electronic version on disk or CD. Responders are responsible for insuring their proposals arrive on time and govern themselves accordingly. Sealed proposals must be received at the office of the City Clerk no later than 2:00 pm Central Standard Time on January 30, 2006 and be marked "Carrier Class Internet Broadband for liNKCity" at the following address:

Office of the City Clerk  
Attn: Marsha Wilson  
City Hall  
2010 Howell  
North Kansas City, Missouri 64116

The Owner, or its representatives, shall not be held liable for any costs incurred in the preparation and submittal of this proposal.

#### 2.2.1 *Proposal Format and Contents*

Proposals shall provide detailed information as requested in this RFP document without exception. Failure to be fully responsive in accordance with the RFP request for all detailed information may result in rejection of a proposal without further consideration.

#### 2.2.2 *Late Proposals*

Late proposals will not be accepted and will be returned to the proponent unopened.



### **2.2.3 Signed Proposals**

The proposal must be signed by a person authorized to sign on behalf of the Bidder binding the Bidder to statements and pricing made in response to this Request for Proposal.

### **2.2.4 Proposal Validity**

Proposals will remain open for acceptance 3 months from closing date.

### **2.2.5 Irrevocability of Proposals**

By submission of a clear and detailed written notice, the Bidder may amend or withdraw its proposal prior to closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Bidder agrees that should the proposal be successful, the Bidder will enter into a contract with The City of North Kansas City, MO.

## **2.3 Firm Pricing**

Prices will be firm for the entire contract unless the Request for Proposal specifically states otherwise. The pricing shall include services and the supply and the installation of all components necessary for the network.

## **2.4 Public Access**

All specifications, bid documents, purchase orders, and supporting documents are public records that will be made available to citizens, vendors, or the media, upon request to the Owner after the bid submission deadline.

## **2.5 Sales Tax**

The Owner is exempt from all local and state sales taxes or Federal excise taxes. The City Clerk will provide the necessary exemption documents to any Bidder upon request.

## **2.6 Payment**

NKC requires monthly invoices that will be paid within 30 days of approval.



### **3.0 PROPOSAL EVALUATION AND SELECTION PROCESS**

The following will be applied in the evaluation and selection of the successful Bidder(s).

#### **3.1 Proposal Evaluation**

All proposals will be evaluated by the Owner and its representatives to assess the qualifications and capabilities of Bidders to meet the minimum standards specified in the RFP. The Owner will be the sole judge and have complete discretion in selecting the firm and awarding the contract.

The successful firm will be selected and announced by the Owner and then the firm must complete the final negotiations and enter into contract with the Owner. The contract must be in the form and content acceptable to the Owner in the Owner's sole discretion. The contents of the successful firm's proposal will become contractual obligations for the work. Failure to accept these obligations in a contract will result in cancellation of the award of the contract. Insurance certificates, if applicable, are to be fully executed at the time of contract approval.

The issuance of this RFP in no way constitutes a commitment or obligates the Owner to award a contract. While the Owner intends to execute a contract for the services listed herein, it is not bound to do so and this document will not be interpreted as binding of the Owner to enter into an agreement with any Bidder.

The Owner will evaluate the Proposals and select the successful firm(s) using the following key criteria (not in any order of importance):

1. Overall responsiveness, completeness of proposal, and general understanding of the requirements in the scope of services.
2. The firm's overall experience (overall and local area experience) and expertise.
3. The bidders' understanding of the City's requirements and flexibility in providing variable bandwidth as liNKCity develops.
4. Schedule and price.
5. References with demonstrated success with accounts similar to this RFP.
6. Financial stability and history of the company.
7. Any other related factors as deemed critical by the Owner.

Throughout the evaluation process, the Owner at its sole discretion may request additional written clarifications and/or supplemental information from selected Bidders as part of the initial evaluation process. As part of the evaluation, the selection committee may contact the references



provided in the Proposal.

### **3.2 Non-Compliance with RFP Requirements**

Unless explicitly stated in the proposal, all proposals will be assumed by the Owner to be in full compliance with the RFP documents and all its attached specifications and appendices without exception.

All items in the proposal that are not in full compliance, or that vary in any respect from the specific RFP requirements, shall be clearly identified in the proposal as non-compliant and/or variances, and shall include specific reference to the precise nature of the variances of non-compliance. Non-compliance or variation from the specific RFP requirements will not necessarily result in rejection of a proposal. The acceptance or rejection of all non-compliant items and/or variances to the RFP requirements shall be at the sole discretion of the Owner without any obligation by Owner to either request clarification or enter into detailed discussions or negotiations with the Bidder(s).

### **3.3 The Lowest of Any Proposal Not Necessarily Accepted**

The Owner reserves the right to accept any proposal in whole or in part unless otherwise stipulated.

### **3.4 Proposal-Right to Terminate**

All Bidders will be advised in writing of the successful bidder to the RFP. The Owner reserves the right to terminate this proposal process at its sole and absolute discretion upon written notice, and the service provider will have no rights or claims against the Owner. The project will proceed only if sufficient budget funds are available.

### **3.5 Contract Signing**

The successful Bidder must enter into an approved contract with the Owner for the item(s) bid within thirty (30) days of being awarded the bid.



## 4.0 MANDATORY SUBMITTALS

### 4.1 Proposal Contents

Proposals submitted in response to this RFP must include the following:

1. Transmittal Letter: Signature of authorized individuals to do negotiations on the Company's behalf.
2. Price Summary Sheet
3. Executive Summary
4. Statement of Qualification
5. Price Proposal: Cost of bandwidth on a GIG E port with minimum commitment levels and step pricing for incremental bandwidth increases.
6. All Bidders must comply with this Request for Proposal and all its components.
7. All Bidders must complete the necessary Proposal forms.
8. All Bidders must provide information about their experience with similar projects and 3 complete references.
9. All Bidders must provide the name, contact information, and résumé of the proposed senior on-site representative, as well as, other key project members of their company.

### 4.2 Information Required from Contractors

Proposals must be submitted in the format outlined. To be considered, the proposal must respond, at a minimum, to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

#### 4.2.1 *Summary of the Request*

State in succinct terms your organization's understanding of the services required by this RFP. Include a narrative description of the proposed effort and a list of services that will be delivered.

#### 4.2.2 *Work Plan*

Describe, in narrative form, a technical plan for accomplishing the task and requirements outlined in the RFP. Use the Requirements of this RFP as a reference point. Provide the following information, if permissible:

- The customary means by which the vendor increases the bandwidth of its connections and other Internet carriers to handle peak traffic volumes.
- Peering arrangements with other major Internet service providers.
- Indicate the number of hops between liNKCity and all major Internet access points through which both inbound and outbound liNKCity Internet traffic would pass (i.e., provide a traceroute).



- Label and identify all technology applicable to liNKCity. Include routers, switches, and other pertinent equipment, listing the manufacturer, model, age, software version, and release date for each.
- Indicate any services, included or optional, for preventing or mitigating other Internet security problems including, but not limited to: spam email, Internet viruses and worms, identity theft, “phishing” attacks, or other threats.

#### **4.2.3 Prior Experience**

Describe in detail your firm’s experience and capability in providing clients with the types of deliverables listed in the Requirements of this RFP. Related work experience should be completely identified. Address the overall expertise and resources that your firm will bring in performing the work, if selected. Provide three business references for which your firm has provided work and services of equal or greater scope and complexity as described by this RFP. Include the company name, address, contact person, and telephone number. Supply a description of the services provided to these clients, dates of service, and how these services relate to the requirements of this RFP.

#### **4.2.4 Personnel**

Identify the executive and professional personnel, network engineers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include education and experience. Indicate the responsibilities each will have in this project and how long each has been with your company.

#### **4.2.5 Price**

The City will bring fiber to existing building vaults. The carrier must provide a breakdown of all costs associated with the services to be provided. Costs are to include:

- Fiber route and installation within the building
- Rack costs including grounding (locked cabinet preferred)
- All associated power costs including the fuse panel
- Cross connect cost
- Three year initial term with a rate reviews every 12 months.
- Port costs for speeds specified in section 4.1
- Incremental costs as specified in section 4.2

Please note; if the City cannot, despite its best efforts, meet a minimum commitment set forth under the parties' Commercial Agreement because of a business downturn beyond its control, the carrier and the City will cooperate in developing an arrangement to address the parties' concerns. The arrangement may include a change in applicable rates, discounts, credits, minimum commitment, Term or other provisions, and may require execution of a new agreement(s).



## 5.0 BACKGROUND AND REQUIREMENTS

### 5.1 Background

#### 5.1.1 Overview

This RFP does not intend to provide all of the design criteria and or standards for this FTTS project. It is the Owner’s intent to contract with a qualified and experienced firm(s). Bidder(s) shall demonstrate their ability to provide required services in its approach and presentation of their proposals.

#### 5.1.2 *Community Wide Advanced Fiber Optic Network*

The City is currently building a Community Wide Network (“CWN”) to provide an advanced fiber optic connectivity service to potentially all businesses and residents of the City of North Kansas City.

#### 5.1.3 *General Conditions*

The proposed FTTS network project has the following characteristics and shall make use of assumptions in the planning and cost of the FTTS project.

- Estimated 1,400 total residential homes will be passed in NKC.
- Estimated 950 total businesses will be passed in NKC.
- Estimated 23 miles of underground plant.
- Estimated 2 commercial users with redundant fiber optic connections.

#### 5.1.4 *Broadband Goals*

Resolution No 664, adopted on June 24, 2003 by the City of North Kansas City, affirmed the importance of broadband communications to the community and required the development of a “visionary approach to a high quality, high speed citywide network”. Moreover, the telecommunications study provided guidance to provide high quality, high speed services to the businesses and residents of North Kansas City.

The goals for this network are:

- Provide advanced fiber communication for potentially all businesses and residents within the City.
- Create a compelling competitive advantage to NKC in attracting new businesses to the area.
- Provide gigabit service for the library.
- Provide a technological leap in broadband services.
- Allow for wireless access at public facilities.
- Be a foundation for improvements in health care delivery, public safety operations, traffic management, security and city operations.



- Be built within one year of approval and be self-funding by the end of the second year.
- Leverage existing City-owned fiber optics and equipment assets, improving productivity and offsetting operational expenses.

## 5.2 Requirements

The City is seeking reliable, well-engineered, reasonable-cost Internet access on a 24x7x365 basis for its liNKCity network at the carriers' facilities located in the Bryant Building, Sprint Building, Oak Towers Building or the Switch and Data Building located in downtown Kansas City Missouri. It is expected that the City will select a primary and secondary provider located in diverse buildings. The City requires continuous and constant Internet access to send generic Internet traffic (IP versions 4 and 6) "to and from" any node on the liNKCity network including but, not limited to, http, https, SMTP, ftp, ssh, telnet, nntp, and RTSP traffic such as streaming audio and video. As the City is reselling the IP data service, the carriers' service must support all typical business applications VPN and voice over IP.

The following requirements must be addressed in the RFP response:

1. Provide a minimum initial bandwidth of 45 Mbps on or before April 1, 2006. Bandwidth of at least 250 Mbps is required by June 1, 2006.
2. The City anticipates that it will require additional gateway bandwidth over the course of the contract, potentially up to multiple Gigs per second. Detail how these increases will be provisioned, including how bandwidth will be priced (i.e., reflecting discounts for increased volumes) and how long it will take to provision these increases. Bandwidth price increases from a minimum increase of 100 Mbps through a maximum one of 500 Mbps should be included.
3. Provide Service Level Agreements for uptime, QoS, and latency. Detail how compliance is measured, the financial penalties for noncompliance with these SLAs, and how the City will be informed of noncompliance.
4. Indicate how denial of service (DOS) and distributed denial of service (DDOS) attacks on the carrier's network or their clients' networks have been handled in the past and will be handled in the future.
5. Provide evidence of considerable and detailed experience with services including OSPF, BGP4, and Multi-homing of IP networks.
6. Commit to operating a production IP version 6 network during the lifetime of this contract. Implementation date is to be negotiated with the City.



7. Provide assurances of compliance with the Internet protocol suite, both versions 4 and 6, including all RFCs as well as other appropriate standards as approved by authorities such as IEEE and IETF.
8. Operate a 24x7x365 network operations center with a support staff, network monitoring gear, and repair capabilities.
9. Provide a help desk system for problem management including identifying, tracking, and resolving problems. Escalation procedures with committed response times and minimization of the number of points-of-contact must be included.
10. Carrier may not implement policies that block, restrict, or redirect any traffic to or from liNKCity without the explicit permission of the City.
11. Detail acceptable redundancy, backup, recovery, security, and disaster recovery provisions.
12. Provide primary and secondary DNS service when requested. Initial DNS services for a minimum of five Primary Host sites are to be provided.
13. Allocate, when requested, IPv4 and IPv6 address space to the City and related entities in accordance with ARIN's policies. The City requires a minimum of + a /20 (4096) public IP addresses. Expenses associated with such allocations must be included in the cost proposal for this RFP.
14. Indicate whether and how traffic may be segregated into separate streams with guaranteed minimum traffic rates at the gateway into liNKCity (to specified IP networks), and indicate how the maximum traffic rate for each stream would be determined.
15. Identify number of cross connects required to access Internet.
16. Facilities that are not owned by the Carrier must be identified and terms of the Carrier's lease made known to the city.
17. Additional cost to the City for a fiber and equipment presence by either Carrier or Building owner must be identified.

### **5.2.1 Reports and Project Control**

1. Event Notification - The selected carrier must provide timely notification to the City of any event or situation that affects or has the likelihood of affecting the services provided to the City by the carrier.



2. **Problem Resolution Identification Report** - The selected carrier must provide monthly reports detailing all reported problems and their resolution from the help desk. Note that the City will not define a reported problem as “closed” until both the City and the Carrier agree that the issue has been resolved. These reports will be due by the 7<sup>th</sup> of each month and are preferred to be in electronic format.
3. **Service Level Agreement Report** - The carrier must provide monthly reports in support of each SLA metric. The reports will be due by the 7<sup>th</sup> of each month. Reports are preferred to be in electronic format.
4. **Near Real-Time Traffic Monitoring**—The selected carrier will maintain MRTG (multi router traffic grapher) or similar near real-time traffic reporting on a secure Web server and make that information available to designated City personnel. MRTG information is available at <http://people.ee.ethz.ch/~oetiker/webtools/mrtg/>.

### **5.3 Optional Services Request**

The City encourages for consideration, separate pricing that addresses the following services. The City may or may not incorporate these items in a final agreement with the carrier.

1. ISP services such as E-mail boxes, anti-spam and anti-virus protection.

Additionally, any service that can enhance the City’s efforts to provide managed broadband to its constituency will be considered. These value added services must compliment the Carrier’s understanding of the City’s intent as required in this RFP.