



## **COUNTY OF INYO**

**REQUEST FOR PROPOSALS (RFP)  
RFP-IS1401**

**LAST MILE FIBER NETWORK DESIGN, CONSTRUCTION, AND  
OPERATION**

# **The 21<sup>st</sup> Century Obsidian Project**

**NOVEMBER 2014**

**SUBMIT PROPOSALS TO**

**County Project Contact  
Brandon Shults – Director, Information Services  
County of Inyo  
P.O. Box 477  
Independence, CA. 93526  
bshults@inyocounty.us**

**SUBMITTAL DEADLINE:**

**3:30 P.M. Pacific Time  
Monday, December 15, 2014**

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## SECTION 1: INTRODUCTION

### 1.1 The 21<sup>st</sup> Century Obsidian Project

#### Overview

Prior to summer 2013, citizens and businesses in the Owens Valley of Inyo County had little to no broadband access. The successful completion of the ambitious American Reinvestment and Recovery Act project, Digital 395, equipped the Owens Valley with a middle-mile broadband conduit capable of providing practically limitless broadband capacity for generations. The County of Inyo (the “County”) intends to leverage this unique and coveted resource to the fullest extent and stimulate economic development by offering entrepreneurs choosing to operate from within the rural and pristine surroundings of the Eastern Sierra, access to technical infrastructure second to none in the world. Specifically, the County will oversee contracted mechanism to design, finance, construct, operate and maintain an Open Access, last-mile fiber-optic network providing connections between all premises in the Owens Valley and the Digital 395 middle-mile conduit creating one of the few true Gigabit districts in the Country.

Native to the Owens Valley is a dark, naturally occurring volcanic glass called obsidian. In prehistoric times this glass was a prized commodity of indigenous people who commonly fashioned it into tools conducive to survival including knives, spear points, fishing hooks, sewing needles and arrowheads. Archeological studies suggest that as early as 11,000 years ago trade in obsidian was significant to the Owens Valley economy. The irony is not lost that in this modern-day, data-driven economy, fiber-optic cables (sometimes called, “dark fiber”) fashioned from glass will contribute significantly to the survival of the Owens Valley economy.

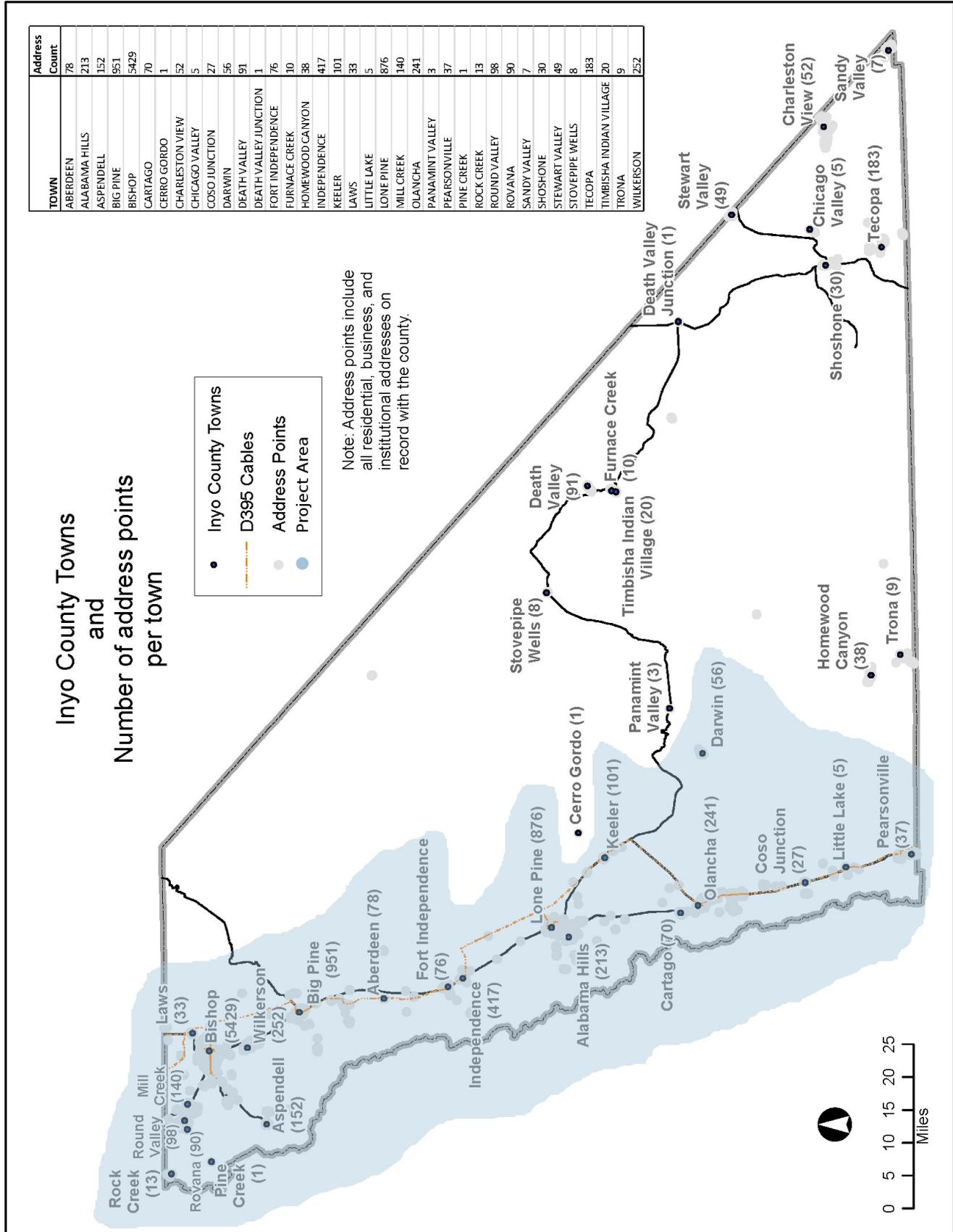
**The County of Inyo is soliciting proposals from qualified firms with municipal and Open Access network experience to design, assist with procuring project funding (or finance the project), construct, operate and maintain a County owned fiber-to-the-premise network in the Owens Valley: the 21<sup>st</sup> Century Obsidian Project. Under certain funding models, involving partial or total private funding for the project, the respondent may be granted a lease for a defined period not to exceed thirty-five (35) years with the County retaining rate setting authority.**

The County will pursue a specific, detailed contract with the selected respondent. In order to enter into a contract with the County of Inyo, the successful respondent will be expected to comply with all the requirements contained in a design, assist in financing, construct, operate and maintain contract as set forth under Government Code section 5956 et.seq including the County’s ability to regulate rates.

#### Project Goal

Simply and specifically stated, the project goal is an operating, economically sustainable, Open Access, Fiber-to-the-Premise, gigabit network serving the Owens Valley and select neighboring communities. The project is driven by the expectation that Inyo County’s economy will improve as a result of successfully attaining the goal.

The County lacks the resources internally to meet the goal and, through this RFP, seeks a meaningful, substantive, and long-term relationship with a firm having the requisite competency, resources, and experience necessary to successfully fulfill the project goal.



## **Phased Approach**

The project consists of three primary components: Design, Construction, and Operation. While the number of premises within the project area is relatively low, the geographic boundary of the project area is relatively large. It is anticipated that the project will be funded solely by the County through grants, loans bonds, crowdsourcing, or other sources developed with the respondent, however, the project may also be funded by the respondent in total or in combination with the County. The successful respondent will be expected to work with the County to determine the appropriate funding sources for the project, and in procuring project funding.

In consideration of the “soup-to-nuts” scope of the project, the diversity of the work effort required for each of the project components, the yet to be articulated business cases, the yet to be defined funding stream(s), and the yet to be finalized operating model, the County believes the project may best be executed through a phased approach. While it may be efficient to design the entire last-mile network as a single phase, funding and construction and operation may be more easily accomplished through geographic segments completed one at a time.

The County is interested in the respondent’s view of this approach based on its professional expertise in this subject area and expects proposals to include a detailed recommendation from the respondent as to a methodology for designing, building and implementing this particular project.

## **Project Funding**

The County lacks a detailed estimate of the cost of the entire project. No attempt has yet been made to perfect a preliminary, rough estimate for the design and construction components, or operation and maintenance costs. Proposals are expected to provide estimated costs including operating and maintenance costs.

The County is aware of potential funding from sources such as the National Telecommunications and Information Administration (NTIA), the USDA (United States Department of Agriculture), the venture capital fund Govtech, the California Public Utilities Commission (CPUC), the iBank, locally issued bonds and crowd-sourcing such as that facilitated through various frameworks (funded.com, croudfunded.com, indiegogo.com, etc.) and other sources.

The County anticipates that respondents will have experience developing business cases as well as identifying and securing funding for projects of similar constitution. The County expects that the selected respondent will work with the County to articulate business cases and identify and secure funding whether from the County, the respondent, or a combination thereof.

Any proposal submitted should include a summary of the respondent’s experience with project funding and provide their recommended approach as well as any alternative approaches that should be considered to ultimately secure all funding necessary for the project.

## **Design Considerations**

Over the potentially 125+ mile length of the project area, premise densities vary from larger planned communities laid out in somewhat grid fashion to smaller, seemingly random clusters of facilities.

The County has no strong opinion of the network topology or consistency of topology among premise groups. The County does expect that the network will be designed with high importance placed on low construction and operating costs; for example, fiber-to-the-curb may be the more cost effective and business justified design in some cases rather than the otherwise preferred fiber-to-the-premise implementation.

### ***Open Access***

It is required that the network be an Open Access network. At the time of this request the County expects a three-layer model: the County will own the infrastructure; the selected respondent will manage, operate, and maintain the network; and services will be provided by third-party retailers.

In the proposal, the respondent should provide their general design philosophy specific to this project and discuss their design considerations; describing from a summary perspective what network features would be recommended and qualities that should be avoided.

## **Project Construction**

Subsequent to the approval of the network design, the County intends that the selected respondent will construct the turnkey network.

The proposal should include a comprehensive explanation of the respondent's approach to construction of this project. The discussion should include what criteria will be considered when developing the construction plan and why (funding availability and requirements; construction code; permits and other legal requirements; geographic segmentation; materials availability and handling; quantity and availability of workforce, use of identified sub-contractors and the areas of work each subcontractor would perform, special equipment requirements and availability; etc.)

The County understands that, at this time, a proposed project plan would necessarily be somewhat subjective; nonetheless, the proposal should include an estimate of the time required from construction start to end, quantities of materials required, quantity of workers necessary and jobs created, list of any specialized equipment that would likely be essential to complete the project and estimated costs.

The respondents are alerted to the requirements of Government Code section 5956.8, as well Labor Code sections 1720 and 1770 et.seq., which requires the payment of prevailing wages, where the services are determined to be a public work, as defined therein.

## **On-going Operation/Maintenance**

Upon completion of the construction, the County expects the network to be in a turnkey state and ready for operation. The County intends that the selected respondent will operate and maintain the network. This may be accomplished by contract or, depending on the amount of private funding in the project, a contracted lease period of time not to exceed thirty-five (35) years.

The County is interested in the respondent's recommendation regarding preferred and alternate operating models, including the term for which the respondent prefers to operate the network under contract, lease, or otherwise, and how those models accommodate daily maintenance, longer term technology refresh, and retail service vendor relations. Include focused information detailing potential pricing plans for third party providers, as well as residential and commercial customers that will be considered affordable, sustainable for the operator and provide payback for any debt incurred to fund the project.

## **1.2 About the Organization**

### **The County of Inyo is a governmental organization**

Inyo County, California was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California. The governmental agency was organized, in part, to provide safety and services to its population.

According to census information, the population of Inyo County in 2013 was estimated to be 18,467 and showed an increase of 2.9% over the 2000 census. The census also reports a median household income of \$45,000 or 27% below that of the California median, and a median value of owner-occupied homes of \$246,200 or 36% below that of the California median. Census data indicates 7,910 Inyo County households in 2012.

While the County seat is located in Independence, the population center of the county is approximately 45 miles to the north in Bishop, California. Bishop and its immediate suburbs host a population of approximately 12,000.



### **Services must be provided over a large area without benefit of abundant revenue**

One can surmise from this data that Inyo County has a population density of less than 2 persons per square mile. Services must be provided over a large geographical area. The

County has limited funds to provide services due to low tax revenues resulting from less than 2% of land in the county being privately owned, and corresponding low population, low income and low property values of the area.

The County budget is approximately \$90 million dollars with approximately \$51 million dollars comprising the General Fund.

The County of Inyo governmental organization is the county's largest single employer employing approximately 460 employees.

### **Inyo County is a slow growth area**

Only approximately 2% of the land in Inyo County is privately held. The City of Los Angeles Department of Water and Power and the Federal Government own the larger balance of land in the county. The City of Los Angeles Department of Water and Power controls in excess of 227,000 acres of land in the Owens Valley. Lacking land available for expansion, very little growth in population and revenue is anticipated in the immediate future.

### **Notable Communities**

Within the project area are a number of communities that would be well served by this project and should be considered during design; however, these communities are independently governed; any project construction and service delivery can only be accomplished subsequent to an agreement with the given governing body.

These communities include: The City of Bishop, approximately two square miles in size and the only incorporated community in Inyo County; the Bishop Paiute Tribe; the Big Pine Paiute Tribe of the Owens Valley; the Fort Independence Tribe; and, the Lone Pine Paiute Shoshone Tribe.

## **1.3 Issuing Agent**

### **Project Sponsor**

The County of Inyo Office of the County Administrator is sponsoring this project. The County of Inyo Information Services Division is managing the project (the "County Project Contact"). Respondents are specifically instructed to NOT contact any elected officials or other County employees for meetings, conferences or technical discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

## **1.4 Technology Vision**

### **A Necessary Evil**

The culture of the County is not always technologically oriented. In the recent past, any act or expense that would suggest the organization is “high-tech” was generally avoided. However, since 2005, County leadership has recognized the operational efficiencies and related benefits realized as a result of deploying technology, and have been supportive of several successful initiatives. Significant completed projects include an intra-County fiber network, a technology refresh program, enterprise financial system implementation, Geographic Information System implementation, and Digital 395.

While the culture of the organization has not traditionally incorporated technology, leadership now certainly embraces the idea that the availability of superior technical infrastructure in the Owens Valley will constitute a cornerstone of continued economic development in the region.

## **SECTION 2: PROPOSAL INFORMATION**

### **2.1 General**

#### **Introduction**

Proposals for County of Inyo RFP-IS1401 Last Mile Fiber Network Design, Construction and Operation (The 21st Century Obsidian Project, or “project”) will be received by the County via email to bshults@inyocounty.us until 3:30 P.M. Pacific Time, Monday, December 15, 2014.

The County reserves the right to extend the deadline for this RFP in the County’s sole and absolute discretion. The County reserves the right to reject any or all proposals or portions thereof and to reduce the scope of the Project, where in the County’s sole and absolute discretion, such action would be to the best advantage of the County. The County further reserves the right to waive technical defects in the proposals and to accept the proposal which, in the sole judgment of the County, is in its best interest.

#### **Cost of Proposal**

Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.

#### **Proposals Use / Respondent Guarantees**

The respondent’s proposal submittal in reply to this RFP acknowledges that the rights have been reserved to include any part or parts of the selected respondent’s proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP.

By submission of a proposal, the respondent certifies that:

The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work.

The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the work or its prosecution.

The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.

The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

### **Familiarity with Proposed Work**

The County is aware that the scope of the Project is broad and requires successful completion of numerous complex and diverse actions to attain the project goal. Respondents are required to carefully inspect the specifications and to make a personal examination of the locations and nature of the proposed work. Should doubt arise as to the meaning or intent of anything in the specifications, clarification should be obtained from the County prior to submitting a proposal. The submission of the proposal shall be prima-facie evidence that the respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work.

### **Interpretation by Addendum**

If any interested party contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or finds omissions, discrepancies or ambiguities, inquiry should be made as soon as possible and must be made of the County in writing by 4:30 P.M. Pacific Time, Monday, December 1, 2014.

Any interpretation of the specifications may be made only by the County by Addendum duly issued; a copy of such shall be posted on the County web site on the same webpage as the original RFP. The County will not be responsible for any other explanation or interpretations of the RFP documents. All addenda must be included as part of submitted proposals. Please note that any and/or all omissions, discrepancies, or ambiguities are not purposeful.

### **Respondent Competency**

The County reserves the right to request additional information or clarification from respondents or to allow corrections of errors or omissions. The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work.

The County requires the respondent to present satisfactory evidence that it has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the work. All financial statements that may be requested by the County shall be of such date as the County shall determine and shall be sworn to before a Notary Public.

The County will use the forgoing information, if required, as an aid to determining the winning respondent.

Nothing contained in this section shall be construed as depriving the County of its discretion in the matter of determining the winning respondent.

The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Project.

### **Prime Contractor Responsibility**

Any respondent's proposal that includes equipment and/or software and/or services marketed and/or supported and/or supplied by other companies or individuals must contain a statement that the respondent will act as prime contractor for the entirety of project, not limited to the design, construction and operation of the project.

### **Rights of County**

The County, at its sole discretion, reserves the right but is not limited to:

1. Select the winning proposal;
2. Accept other than lowest offer;
3. Reject any or all responses without cause;
4. Reject all responses and seek new responses when such action is judged to be in the best interest of the County;
5. Request and receive additional information as the County believes is necessary and to disqualify any respondent and reject any responses for failure to promptly provide such additional information;
6. Postpone the RFP deadline for its own convenience or benefit;
7. Disregard all non-conforming, non-responsive or conditional proposals;
8. Approve or disapprove sub-contractors;
9. Waive technical defects in responses and to accept the response which, in the judgment of the County, is in its best interest;
10. Negotiate with any and all respondents;
11. Enter into an agreement with another respondent in the event the originally selected respondent fails to execute an agreement with the County.

### **Basis of Selection / Selection Criteria**

No commitment will be made to select a respondent's proposal solely on the basis of price. The primary basis for selection will be the proposed solution's ability to meet the County's project goal; however, weight will also be given to overall acquisition and operating cost, maintainability and respondent's reputation and ability to be a strong business partner.

### **Evaluation of Proposal**

The selection criteria listed below represent critical issues that will impact the success of the 21<sup>st</sup> Century Obsidian Project. Respondents should make certain that their proposals address each of these issues.

Responses to this RFP will be evaluated according to the following criteria:

**A. General Quality and Responsiveness of the Proposal**

1. Responsiveness to the terms, conditions, and items of performance.
2. Completeness and thoroughness of the submittal.
3. Grasp of the scope and services to be performed and the technical approach to be used.
4. Clear understanding of the County's intentions and the ability to operate on behalf of and in coordination with County interests.

**B. Qualification and Experience of Firm and Personnel**

1. Working knowledge of fiber optics, broadband service delivery, networking, construction management, financial modeling, and Open Access systems.
2. Experience and past performance of firm.
3. Experience with similar projects and business case justification of such projects.
4. Familiarity with costs involved with such a project.
5. Familiarity with associated funding challenges and opportunities.
6. Experience securing funding for similar efforts.
7. Qualifications and experience of key personnel.
8. Evidence of good organizational and management practices.

**C. Cost Estimate(s)**

1. Cost is an influence, but is not considered the primary selection criteria. The County will evaluate the detail substantiating the general estimated costs provided including design, construction, and operation costs.

**D. Timing**

1. The County is interested in working with a respondent able to begin project activity immediately following successful contract negotiations. The respondent must provide staff resource scheduling to demonstrate its ability to meet the project objectives.

A team selected by the County will evaluate all proposals deemed responsive to the request. The initial evaluation will consider the submitted responses and provided references only. The proposals will be ranked based on an analysis conducted by the evaluation team.

The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent's claims provided in the proposed solution.

Discussions may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the County as determined solely by the County.

In the event the County is not able to negotiate a contract with the top finalist the County may then, at its sole discretion, negotiate a contract with another respondent.

### **Award of Contract**

As soon as practicable after evaluation of the proposals, the contract will be awarded by the County at its discretion to the most responsive and responsible respondent, as determined by an evaluation of responses to this RFP and a negotiated process, or the proposals may be rejected as herein before provided. The contract instrument will be a standard county contract form modified consistent with the parties' negotiations and Government Code section 5956.6.

### **Execution of Contract**

The respondent to whom the contract has been awarded shall return the prescribed number of copies of the contract, properly executed, to the office of the Information Services Director of the County within thirty (30) days after the contract has been sent for execution. No proposal shall be considered binding upon the County until the successful respondent has properly executed and returned the contract to the County and the contract award has been recognized by action of the Inyo County Board of Supervisors.

### **Failure to Execute Contract**

Failure of the successful respondent to properly execute and deliver the contract within thirty (30) days as specified shall, in the County's discretion, be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the second most responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

### **Legal Address**

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing delivered to the County Project Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

### **Schedule**

Proposals will be processed according to the following schedule of estimated target dates:

Issue RFP	November 2014
Notice of Intent to Propose (optional)	November 24, 2014
Proposals Due	December 15, 2014
Selection of Finalists	December 22, 2014
Respondent Interviews	January 5 & 7, 2014
Respondent Selected	January 13, 2014
Contract Negotiations Begin	January 14, 2014

### **Additional Information**

If any interested party requires additional information to complete the proposal, the interested party is cautioned that the opportunity to obtain additional information is limited to technical clarification and/or procedural questions and should not be viewed as a sales presentation opportunity. Requests must be made in writing via email.

All questions pertaining to the legal aspects of this RFP should be directed in writing to Marge Kemp-Williams, County Counsel, County of Inyo, via email: [mkemp-williams@inyocounty.us](mailto:mkemp-williams@inyocounty.us). The closing time for questions pertaining to the legal aspects of this RFP is: 4:30 P.M. Pacific Time, Monday, December 1, 2014. Written response to the questions submitted will be issued by the County no later than 5:00 P.M. Pacific Time, Tuesday, December 8, 2014.

All questions pertaining to the technical aspects of the RFP should be directed in writing to Brandon Shults, Director of Information Services, County of Inyo, via email: [bshults@inyocounty.us](mailto:bshults@inyocounty.us). The closing time for questions pertaining to the technical aspects of the RFP is: 4:30 P.M. Pacific Time, Monday, December 1, 2014. Written response to the questions submitted will be issued by the County no later than 5:00 P.M. Pacific Time, Tuesday, December 8, 2014.

### **County Project Contact**

Brandon Shults – Director, Information Services  
County of Inyo  
P.O. Box 477  
Independence, CA. 93526

Phone: 760-878-0314  
Fax: 760-872-2712  
Email: [bshults@inyocounty.us](mailto:bshults@inyocounty.us)

## **SECTION 3: SUBMITTAL INSTRUCTIONS**

### **3.1 General**

#### **Submissions**

An electronic version of the proposal (pdf format preferred) must be received via email at the following address no later than 3:30 P.M. Pacific Standard Time, Monday, December 15, 2014:

bshults@inyocounty.us

### **3.2 Proposal Format**

To facilitate the analysis of responses to this RFP, respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Respondents whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the County.

Respondents shall prepare proposals as simply as possible and provide a straightforward, concise description of its capabilities to satisfy the requirements of the RFP.

Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled. The proposal must be organized into the following sections:

<b><u>Section</u></b>	<b><u>Heading</u></b>
	Title Page
	Table of Contents
1	Executive Summary
2	Company Background and Staff Biographies
3	Client References
4	Phased Implementation
5	Project Funding and Recommended Approaches
6	Design Considerations and Philosophy
7	Project Construction
8	On-Going Operations
9	Project Management
10	Cost Proposal
11	Project addenda

Requirements relative to each section of the RFP response are provided below:

## **Proposal Section 1 Executive Summary**

The Executive Summary should be limited to a brief narrative highlighting the respondent's proposal. The summary should be written for a non-technical reader and contain a brief description of the approach to each component of the project and how the relevant requirements will be met. Please do not include cost quotations in this section.

## **Proposal Section 2 Company Background and Staff Biographies**

The County seeks information about each respondent in order to evaluate the firm's stability and ability to support the commitments set forth in response to this RFP. For the principal and each partner respondent relative to the proposal, include a separate respondent profile including:

- Office location nearest Independence, California;
- Company's mission or vision statement;
- Company ownership, structure, size and employee retention success;
- Principle staff biographies;
- The expertise, qualifications, licenses and certifications, and directly related experience of technical staff and managers projected to be assigned to the implementation, operations and management of the network on completion of construction;
- Description of company's target market;
- Percentage of business in public sector;
- Percentage of business in County/City government;
- Company's history – detailing length of time in business;
- Experience soliciting and securing project funding;
- Experience designing fiber networks;
- Experience constructing final mile network infrastructure;
- Experience managing and operating commercial networks;
- Most recent audited financial statement;
- Certificates of insurance in the amounts and terms designated in Exhibit A;
- A statement of equipment required to complete the Project, and the respondent's ability to access to such equipment;
- A statement of any litigation, arbitration or mediation pertaining to claims filed against or by the respondent within the last five (5) years;
- Any instances where respondent filed for Bankruptcy, including court assigned case numbers;
- Nature of the respondent's commitment to the public sector and its customers;
- In a separate sealed envelope, a completed copy of a Disclosure of Potential Conflict of Interest Form identifying all potential organizational conflicts of interest in connection with this RFP. Please see Exhibit B, Conflict of Interest Checklist Instructions and Disclosure Form;
- The names of any subcontractors respondent intends to use on the project and a designation of the specific segments of the project for which the subcontractor will provide services.

The County seeks a meaningful, substantive, and long-term relationship with the respondent selected and realizes that a vital resource will be the respondent's staff members. Please provide biographies of key staff members including those expected to be principally involved with the project. Include key facts about each person, such as length of employment with the respondent, job responsibilities, work experience and certifications held.

### **Proposal Section 3 Client References**

Every respondent must provide client references. The references should be organizations who have partnered with the respondent in one or more components similar to those comprising the Project. It is expected that at least one client reference relative to each component of the project will be provided. Reference information should include: name of client organization, name of client reference, mailing address, telephone, fax number, email address, relevancy and date relevant relationship began.

ALL references will be contacted should your proposal shall become a finalist.

### **Proposal Section 4 Phased Implementation**

As explained in the project introduction, due to the technical and geographic scope of the project as well as the potential for varied funding sources and methodologies, the County supposes that the project will be completed in phases. In this section describe your approach to completing the entire project, detailing how the various project milestones will be attained including dependencies and constraints and how your approach will result in successful achievement of the project goal. Please include a timeline for each benchmark you deem significant.

### **Proposal Section 5 Project Funding and Recommended Approaches**

The RFP requires that the successful respondent will help identify, solicit and secure funding for the various aspects of the project. See Section 1.1. Describe the experience you have with funding efforts including grants, loans, crowd-sourcing, etc. Explain case-by-case why the effort was successful or not.

Discuss your willingness to develop business cases, research potential funding sources and prepare grant and loan applications. Include sample business cases developed for communities within the project area.

Explain your approach to funding this project by detailing funding source opportunities, pre-requisites, lead-times, matches, etc. Detail how funding may impact project implementation phases. Substantiate your approach by providing a plausible balance sheet illustrating the project cost line items and potential compensating funding source for each. The lead-times required for the identified funding sources should reconcile to the proposed project implementation plan.

## **Proposal Section 6 Design Considerations and Philosophy**

The RFP requires that the respondent provide network design. The expectations of the design are described in this RFP in Section 1.1 Design Consideration.

In this section explain your design process, how you envision geographic segmentation of the project if any and justification for the proposed geographic segmentation including consideration for anticipated funding methodology.

For each segment envisioned, provide a high-level summary perspective of obvious functional and design decisions, including costs; basic and critical hardware requirements, including costs; basic and critical process concerns such as funding, permitting and political support; operating and maintenance considerations, including costs; and operational sustainability, including possible rate structures. Include a brief description of any preliminary designs for communities within the project area that you have developed in preparing your response to this RFP.

## **Proposal Section 7 Project Construction**

The RFP requires that the respondent build the network as designed by the selected respondent and approved by the County. See Section 1.1 Project Construction.

In this section, explain your approach to project construction. Include details regarding funding availability and requirements; construction code; permits and other legal requirements; geographic segmentation; materials availability and handling; quantity and availability of workforce, use of sub-contractors, special equipment requirements and availability; etc.

Provide a perhaps hypothetical but complete example construction plan detailing the major milestone level.

Provide a cost estimate for each component of construction sufficient to demonstrate that construction will be completed as efficiently as possible. These costs, and any contingencies or indices cited by the respondent, will be incorporated into the successful respondent's contract with the County.

## **Proposal Section 8 On-Going Operations/Maintenance**

The County does not intend to manage, operate, or maintain the network and is seeking a respondent interested in doing so. The County is looking for a respondent with a demonstrated ability to run the network under challenging budgetary conditions.

Explain in this section your understanding of this concept based on what was described in Section 1.1 of the RFP. Discuss typical operational events that may occur over a year-long operational period. Provide potential business model(s), potential pricing models, and address how Open Access will be managed. Discuss the minimum length of time the respondent proposes to operate the system and the preferred mechanism (e.g., contract, lease).

Discussion of the pricing models should address how the given model is affordable for the customer, sustainable for the operator and retailers, and is sufficient to service debt the County may have incurred to fund the project and, as appropriate, pay the respondents associated fees for operating the system.

### **Proposal Section 9 Project Management**

The County recognizes that this is a broadly scoped and complex project. Explain your organization's management framework. Explain how this project will be managed overall and detail how the methodology employed will successfully accommodate the varying needs of the design, finance, construction, operation and maintenance components of the project.

### **Proposal Section 10 Cost Estimate**

The County understands that reliable cost estimates for the project, or project components are not practical at this point in the process. Nonetheless, the respondent must demonstrate an understanding of the costs involved with the design, financing, construction, operation and maintenance of this project in terms of capital expense, time and resources. Furthermore, the respondent must provide cost estimates for materials and labor, on a per unit basis, that will be used to calculate actual project cost estimates.

Using reasonable assumptions provide and justify cost estimations for each cost type of each project component. The respondents are alerted to the requirements of Government Code section 5956.8, as well Labor Code sections 1720 and 1770 et.seq., which requires the payment of prevailing wages, where the services are determined to be a public work, as defined therein.

Discuss credible payback periods based on the proposed business model(s).

### **Proposal Section 11 Project Addenda**

Addenda may be posted to the County's RFP webpage as a result of RFP inquiries received by the County. As verification that you acknowledge and accept the addenda that may be issued, attach copies of each and provide a statement that the respondent acknowledges and accepts the attached addenda.

## EXHIBIT "A"

### **Specifications 5** **Insurance Requirements for Construction Contracts**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$5,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL and automobile liability policies with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04 13).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Endorsement ISO Form CG 20 01 Required.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

***Builder's Risk (Course of Construction) Insurance***

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## EXHIBIT “B”

### **Conflict of interest checklist instructions and disclosure form**

**Purpose of the checklist.** The attached conflict of interest checklist is to be used by all Respondents to assist in screening for potential organizational conflicts of interest. The checklist is for the internal use of the Respondents and does not need to be submitted to Inyo County (COUNTY).

**Definition of “Respondent.”** As used herein, the word “Respondent” includes both the Prime Contractor/Consultant and all proposed subcontractors/subconsultants.

**Checklist is not Exclusive.** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist, including specific set forth in law or COUNTY’s Conflict of Interest Policy. If a Respondent determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

**Use of the Disclosure Form.** After review of the checklist, the Respondents must complete the Disclosure of Potential Conflict of Interest and submit it along with the Respondent’s proposal. If the Respondent determines a potential conflict of interest exists, it must disclose the potential conflict of interest to COUNTY; however, such a disclosure will not necessarily disqualify a Respondent from being awarded a contract. COUNTY personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Respondent may be awarded the contract notwithstanding the potential conflict. COUNTY’s personnel may consult with County Counsel in reaching its decision. Resolution of the conflict of interest issues is ultimately at the sole discretion of COUNTY.

**Material Representation.** The Respondent is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to mitigate such conflicts. The Respondent is also responsible to update conflict information if such information changes after the submission of the proposal. Information provided on this form will constitute a material representation as to the award of this contract. COUNTY reserves the right to cancel or amend the resulting contract if the successful Respondent failed to disclose a potential conflict, which it knew or should have known about, or if the Respondent provided information on the disclosure form that is false or misleading.

**Approach to Reviewing Potential Conflicts.** COUNTY recognizes that the Respondents must maintain business relations with other public and private sector entities in order to continue as viable businesses. COUNTY will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not COUNTY’s intent to disqualify Respondents based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a

conflict that potentially impairs the Respondent's ability to provide objective advice to COUNTY. COUNTY would seek to disqualify Respondents only in those cases where a potential conflict cannot be adequately mitigated.

## **CONFLICT OF INTEREST CHECKLIST**

An organizational conflict of interest may exist in any of the following cases:

- The Respondent, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, or other deliverable required by this contract.
  
- The Respondent is providing services to another governmental or private entity and the Respondent knows or has reason to believe, that the entity's interest are, or may be, adverse to Inyo County's interest with respect to the specific project covered by this RFP.
  
- The Respondent is providing design services to a private entity, including but not limited to developers, whom the Respondent knows or has good reason to believe, have a property interest in land affected by the project covered by this contract, when the value or potential uses of such property may be affected by the Respondent's performance of work pursuant to this contract. Comment: this provision does not presume Respondents know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Respondent has a reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
  
- The Respondent has a business arrangement with an Inyo County employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Respondent being awarded this contract. This item does not apply to pre-existing employment of current or former Inyo County employees, or their immediate family members. Comment: this provision is not intended to supersede any statutes or policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Respondent may have unfair access to "inside" information.
  
- The Respondent has, in previous work, provided design services and such professional services that potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment: this provision will not, for example, necessarily disqualify a Respondent who provided surveying or material testing services for this project, however such work must be disclosed and all work products must be provided.

- The Respondent has, in previous work for Inyo County, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment: this provision is intended to avoid a situation where a Respondent has been provided information that cannot be provided to other Respondents.
  
- The Respondent has, in previous work for Inyo County, performed such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation. Comment: This provision is not intended to discourage unsolicited comments on any draft RFPs made available to the public at large.
  
- The Respondent, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to Inyo County in all or any phase of the project.