



City of Gonzales

P.O. BOX 647
PHONE: (831) 675-5000

147 FOURTH ST.
FAX: (831) 675-2644

GONZALES, CALIFORNIA 93926
www.ci.gonzales.ca.us

Request for Quotes

for

Bulk Residential Broadband Internet Access Services

In the City of Gonzales, California

I. Purpose and Goal

The City of Gonzales (“**City**”), a California General Law city, is located in the Salinas Valley. It has roughly 8,500 residents, 2,000 housing units, and 1,900 households in a 2 square mile area. A high proportion of residents are Spanish speaking. It is the City’s belief that the economy and social fabric of Gonzales will be enhanced by ubiquitous access to modern Internet service. Consequently, the City is issuing this Request for Quotes (“**RFQ**”) from entities able to demonstrate their ability and willingness to provide internet service, as described below, to all residents within the city limits on a bulk basis, in exchange for payment of a monthly fee. An entity responding to this RFQ is a “**Respondent**.”

The City wishes to enter into an extended term contract with one Respondent to provide consistent, reliable access to basic internet service to each housing unit and household (collectively, “**Residence**”) at a fixed monthly cost to the City. In addition to providing internet service, the selected Respondent must provide continuous bilingual support for the residents, including an informational program to help residents adopt the provided internet service. Acceptance of the internet service will not be mandatory for any resident, but the City expects the selected Respondent to facilitate the acceptance of service by City’s residents. The price to be paid for the internet service is also a key factor for the City.

II. Scope of Services

The City intends to enter into an agreement (“**Agreement**”) with a Respondent who is a qualified provider (“**Provider**”) of broadband Internet access service (“**BIAS**”), as defined by the Federal Communications Commission, to deliver service to every Residence within the city limits (“**Services**”). To be qualified, a Provider must demonstrate the financial and technological capability to deliver the Services within a set period of time. The City is not soliciting responses based on any particular design, technology, business model, or solution.

In exchange for the Services the City will pay a monthly fee to the Provider. This fee may vary based on the number or proportion of Residences accepting the Services. All costs associated with providing the Services, including but not limited to installation, provisioning, customer premise equipment (not including individual personal devices), account establishment, and activation, will be included in this single monthly fee. No deposits, credit checks, documentation, or other requirements may be imposed on residents, except that residents may be asked to accept responsibility for the return of customer premise equipment upon termination of the Agreement or voluntary discontinuance of the Services.

Under the Agreement, the Provider will be responsible for obtaining permission from City residents to install the Services, in accordance with a deployment plan and schedule subject to the

approval of the City. The Provider will also be responsible for providing bilingual service and support throughout the term of the Agreement. As part of this, the Provider should design and implement a program to work with residents to encourage their acceptance of BIAS.

The City expects that the Services will deliver BIAS at a minimum of 6 Mbps download and 1.5 Mbps upload speeds, and will include a WiFi and ethernet-enabled router. The Agreement will include required performance levels, including the minimum download and upload speeds, quality, reliability, consistency, maintenance, responsiveness to outages or shortages, and bilingual customer care standards (“**Service Levels**”) to be maintained throughout the term of the Agreement. The City will consider plans that roll out the availability of Services, or modify the minimum Service Levels, over time to account for any necessary installation of equipment or technology.

This RFQ is strictly limited to basic BIAS service. This RFQ does not encompass, nor will the City contemplate paying for, additional services, including but not limited to video programming, telephone service, applications, web services and optional tiers of BIAS service. The Provider is not limited, however, with regards to offering or delivering additional services to residents on a commercial basis in accordance with applicable law and regulations, including but not limited to consumer protection standards.

Responses should include sufficient information for the City to assess the likelihood of the Services being delivered at the proposed Service Levels to all Residences, including information describing middle mile connectivity and capacity. This RFQ is neutral in regards to technology; however, the City expects that Service Levels will be consistent with those associated with state-of-the-art wireline systems. The Respondent must provide sufficient information about the proposed technology, including spectrum if wireless technology is involved, and network design to demonstrate that the Services will be available to 100% of Residences at the required Service Levels by a date certain.

III. RFQ Addendum and Questions

Questions regarding this RFP must be submitted in writing and directed to Rene Mendez at rmendez@ci.gonzales.ca.us. All questions must be received at least three business days before the RFQ response deadline date.

The City will provide written responses to received questions in the form of addenda. All addenda will be posted at least one business day before the RFQ response deadline date. The City will publish any addenda to this RFQ on its website, www.ci.gonzales.ca.us. It is the responsibility of any prospective Respondent to keep apprised of any posted addenda.

IV. Additional Information

The City has information regarding the people, places, and businesses that make up its community and available infrastructure, and will provide it upon request. All requests should be submitted in writing and directed to Rene Mendez at rmendez@ci.gonzales.ca.us. Additional information and market data regarding broadband service and infrastructure in Gonzales and the surrounding area is available at the following websites:

<http://www.broadbandmap.ca.gov/>

<http://map.centralcoastbroadbandconsortium.org/>

The City assumes no responsibility for and does not warrant any information provided by itself or third parties. It is the sole responsibility of Respondent to gather and verify such information as required.

V. Content and Format of Responses

All responses to this RFQ (“**Response**”) should include sufficient information for the City to assess the likelihood of the Services being delivered at the proposed Service Levels to all Residences, including information describing middle mile connectivity and capacity. Clarity and brevity are preferable to volume. Each Response should include the following sections, with portions marked as confidential, financial or proprietary, as appropriate:

1. *Cover Letter*, briefly identifying the Respondent, its principal place of business for purposes of responding to the RFQ, contact information for the primary point of contact during this RFQ process, and a concise fact-based statement for why it is qualified and what it is proposing.
2. *Respondent Information*, including the nature of the entity (Corporation, Limited Liability Company, etc.), its financial and technological capability, and experience to deliver the Services, and the key proposed team members for delivering the Services, including contact information, a brief biography, and identification of the proposed project manager. Include a summary of the financial structure and condition of the Respondent, examples of past projects, particularly of a similar nature, and any experience or ability to work with governmental bodies.
3. *Proposed Service Levels*, including the nominal advertised download and upload speeds and minimum download and upload speeds during peak use periods, data caps and/or any other limitations on the Services, and quantitative Service Levels description.
4. *Technological Plan*, supplying a brief overview of planned technology and network architecture.
5. *Proposed Implementation Plan*, for proposed deployment and service activation plan and schedule. Include a description of the proposed program to work with residents to encourage their acceptance of BIAS.
6. *Ongoing Customer Support*, including the bilingual service, support, and customer care plan for the City’s residents.
7. *Optional Public Benefits* may be proposed, such as other public amenities or benefits, e.g., WiFi access, but these will not include the additional services referenced above.
8. *Proposed term of the Agreement*, including optional renewal terms, and a narrative explanation for the proposed length. The City expects that the initial term of the Agreement will be a minimum of three years, with renewal options, but the City is open to alternative suggestions.
9. *Proposed monthly price*, including a schedule showing variation in price, if any, accounting for total proportion of Residences accepting Services.

Proposals need not contain system designs or other such detailed and/or technical information, but must include sufficient technical, financial and service details to evaluate performance and technical and programmatic feasibility.

The City hopes Responses will not exceed 10 pages in length, excluding background information on the company, resumes, general product and technology specifications, or other information the Respondent considers relevant. Any such information may be included as an appendix. Materials that are overly elaborate or of an advertising or promotional nature are not desired.

VI. Evaluation and Selection

All Responses will be opened privately to ensure confidentiality and avoid disclosure during this process, including the review, evaluation, and negotiation process. Responses will be separately scored, with 50 points being the highest possible score for each Response. The City will only evaluate information in the Response or received in response to a City interview or information request.

The City will select the Respondent/Response providing the best value based on the following factors:

1. *Ability of the Respondent to Affordably Meet the City's Goals.* An assessment of the value, quality, and level of Services that the Respondent will provide, in light of the City's goal of 100% basic home BIAS access for residents, and whether the proposed monthly fee will be financially viable for the City.

2. *Respondent's Plan to Meet the City's Requirements and Objectives.* The City will assess the overall quality and responsiveness of the Response. The City will consider the Respondent's proposed plan to achieve City's objectives; the detail and clarity of the discussion as to the Respondent's approach to undertaking the project; the Respondent's identification of any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; Respondent's demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

3. *Demonstrated Ability of the Respondent to Carry Out and Manage the Proposed Project and Sustain It Over Time.* The City will assess the past experience of the Respondent. Qualities and indicators that will receive consideration include the number, types and scale of projects the Respondent or its employees have completed and operated; the variety of projects completed and a demonstration of the Respondent's ability to undertake this project; the general level of experience in the areas of supervising, observing, monitoring and financing projects; the Respondent's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the Respondent's direction and to operate projects over the long term.

4. *Financial Capabilities of the Respondent.* The City will evaluate the Respondent's financial capacity and expertise. The Respondent must demonstrate the ability to fund the project to completion and sustain operations over the long term, including covering unanticipated expenses due to higher than anticipated costs or lower than anticipated revenues.

5. *Current Workload of the Respondent.* The City will appraise the perceived ability of Respondent to devote the necessary human resources and management attention to the project. The City will consider the number and size of the projects presently being performed by each Respondent and the assigned staff; the status of existing projects; the past ability of the Respondent to deliver projects on a timely basis; and the nature of the existing projects that are behind schedule or past the completion date.

VII. Proposed Timeline

It is anticipated that the selection of the Respondent will be completed per the proposed timeline. The City may invite some or all Respondents to an oral interview. Following the notification of the selected Respondent, a recommendation and proposed contract will be prepared for review and approval by the City's City Council.

Release of RFQ	November 2, 2017
Deadline for submission of written questions	November 16, 2017

Answers to questions posted	November 20, 2017
RFQ Closes	November 27, 2017
Respondent Interviews	December 13, 2017
Selection of Provider	December 13, 2017
Execution of Agreement	January, 2018

VIII. Response Submission

To be considered, the Response must be received by 4:00 pm on November 27, 2017 at:

City of Gonzales
 Attn: Rene Mendez, City Manager
 P.O. Box 647
 Gonzales, CA 93926
 rmendez@ci.gonzales.ca.us

Respondents are encouraged to submit Responses electronically, via email or on a thumb drive, in a PDF (or comparable) format. If hard copies are submitted instead, then five copies of the Response should be submitted to the above address. All Responses should be clearly marked as such.

IX. RFQ Conditions

Any Response to the RFQ constitutes acceptance of the following conditions of the RFQ.

1. *City Reservation of Rights.* The City reserves the right to reject all Responses, to cancel this RFQ, and to issue a separate, subsequent request, at any time.

2. *Clarifying and Additional Information.* The City reserves the right to require clarifying or additional information at any time during this process, including during the evaluation, selection, and negotiation process.

3. *Selection, Rejection and Waiver.* Final selection of a Respondent will be at the sole discretion of the City. The City may, acting in its sole discretion, elect to reject any Response that it determines to be nonresponsive. The City reserves the right, but not the obligation, to waive irregularities in any Response.

4. *Validity.* The Respondent agrees to be bound by its Response for a period of ninety (90) days commencing from the date responses are due, during which time the City may request clarification or correction of the Response for the purpose of evaluation. Amendments or clarifications will affect only the portion so amended or clarified.

5. *Liability of Costs and Responsibility.* The City will not be liable for any costs incurred in response to this RFQ. All costs will be borne by the entity responding, or considering responding, to the RFQ. The entity responding to the request will hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that entity.

6. *Ownership of Materials.* All submitted Responses and materials will become and remain the property of the City.

7. *Public Nature of Responses.* Upon the conclusion of negotiations and execution of the Agreement, all Responses will be subject to public disclosure under the California Public Records Act (Government Code section 6250 et seq.), with the exception of information clearly identified as Gonzales RFQ for Bulk Residential Broadband

financial or proprietary. Any submittal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” will be regarded as non-responsive.

If a request is made for information identified as financial or proprietary the City will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction.