



Request for Proposals (RFP)

for

Leasing City-Owned Dark Fiber

Proposals accepted on a rolling basis until:

5:00 P.M. PDT

FRIDAY, JUNE 30, 2017

(via e-mail or hard copy)

Submit Proposals to:

City of Vallejo
Office of the City Manager
ATTN: Will Morat
555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
will.morat@cityofvallejo.net
707-648-4109

I. Invitation

The City of Vallejo (hereinafter “City”) hereby solicits a Request for Proposals (RFP) from public and/or private entities seeking to lease:

- **City-owned dark fiber in the City of Vallejo. This could include:**
 - Point to point connections within the city
 - Connecting one or more locations to an Internet Point of Presence (POP) where a range of wholesale bandwidth from 100 Mbps to 10 Gbps can be secured from third party Internet Service Providers (ISP).

Lease agreements between the City and proposers may be negotiated upon submission of a complete, detailed proposal. There may be multiple successful proposers, and no lease agreement will be exclusive.

This RFP describes the general rules for preparing and submitting proposals and the City’s requirements. Proposer shall submit a written proposal, which presents the Proposer’s qualifications and specific needs, including details outlined below in: Section IV. Scope of Services. The proposal should be prepared in a clear and concise manner and provide all the information that is considered pertinent to negotiating a lease agreement and developing a clear implementation strategy, including, but not limited to:

- Number of locations
- Term of lease
- Location(s) of installations
- Equipment and services to be deployed
- Equipment specifications
- Phasing
- Photos and references of similar installations
- Manner of installation
- Maintenance intervals and responsibilities
- Known costs to the City
- Revenue to the City
- Roles and responsibilities of City, proposer and third parties
- General lease terms and conditions

The City reserves the right, in its sole discretion, to respond or negotiate lease agreements based on its own cost-benefit analysis, and is not obligated to respond or negotiate lease agreements with any proposer. Failure to comply with the requirements or to provide the requested information may result in rejection of a proposal.

II. Inquiries

If any proposers has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omission from this RFP, the proposer shall submit a written request (electronic mail is sufficient) for an interpretation or clarification to the City contact:

Will Morat
Office of the City Manager, City of Vallejo
555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
will.morat@cityofvallejo.net 707-648-4109

City’s responses to questions will be included in an Addendum to this RFP, if necessary, which will be issued and posted to the Bids & Proposals page on the City website:

http://www.ci.vallejo.ca.us/doing_business/bids_proposals

III. Objective

The City seeks to stimulate investment, market competition, Smart City technological advancement, and economic development by leasing City-owned fiber optic cables/strands to other non-City public agencies, government agencies, educational institutions, medical facilities, non-profits, and businesses. The City owns and operates a significant fiber optic network within the city limits, including, but not limited to, the network as identified in Attachment A, and seeks to expand and enhance this network through City and privately-funded projects. There may be multiple successful proposers, and a lease agreement may not be exclusive.

Examples of possible proposals:

- **Medical/hospital** facility requiring 1 Gbps to 10 Gbps of backup bandwidth to provide redundancy for mission critical applications
- **Local data company** requiring 1 Gbps to 10 Gbps of bandwidth to provide managed internet services to multiple small- to medium-sized businesses in a campus network configuration
- **Businesses or** institutions requiring 100 Mbps, 500 Mbps, 1 Gbps or 10 Gbps of local transport to connect to existing dark fiber leases that connect to headquarters in another city/state
- Public transportation agency requiring coordinated traffic signals to **create express traffic arteries** through the City for schedule adherence
- **Educational** campuses requiring 100 Mbps, 1 Gbps, or 10 Gbps of data transport between locations inside and outside the City of Vallejo
- **Governmental** agency requiring 1 Gbps to 10 Gbps of direct internet access

IV. Scope of Services

The proposed scope of services required by proposers should be included with the proposer's submittal. The precise scope of services to be incorporated into the Written Agreement will be based upon the submitted proposal and will be the subject of negotiations between City and the successful proposer.

A scope of services should include, but is not limited to, the following:

A. City-owned dark fiber optic strands connecting one location address to one or multiple location address(es) within the City of Vallejo

- 1) Specific site location(s) address(es) to be connected, including:
 - Full legal address of each location (if connection to a POP is required, identify "POP" as one of the locations and specify address(es), if applicable)
 - Detailed description of environment and terrain to be traversed to physically connect the location address(es) to the nearest City property and/or right-of-way (e.g., distance of asphalt, landscaping, etc. to cover in order to install conduit/fiber from nearest sidewalk/street to site building)
- 2) Number of customers at location address(es) (e.g., number of separate public agencies, number of tenants, number of separate corporations, number of separate business licenses, etc.)
- 3) Description of each business(es) or service(es) at location address that requires connectivity (e.g., medical office, school, tool manufacturing facility, etc.)
- 4) Bandwidth requirements for each location address, and, if applicable, each tenant/customer within a single location address (e.g., dedicated, symmetrical 1 Gbps)
- 5) Name of current internet provider(s), current bandwidth/speed, and monthly recurring costs
- 6) Estimated timeline services are required (e.g., may hinge on current contract with incumbent ISP)

- 7) Conceptual design for utilizing any existing fiber/conduit owned by proposer
- 8) Term of lease (length of time services are required)

V. Other Requirements

- A. Signed [mutual non-disclosure agreement \(NDA\) \(Attachment B\)](#)
- B. For non-public agency proposers:
 - 1) Legal document(s) identifying the type of entity and any bylaws of the organization
 - 2) Resumes and related experience of proposer and all proposed consultants, partners or key project leaders
 - 3) Additional information, as necessary, on potential public-private partnership proposals and cost-sharing arrangements

VI. Submission of Proposals

Proposals accepted on a rolling basis until: Friday, June 30, 2017 @ 5:00 p.m. PDT

Proposer shall prepare and submit one (1) electronic copy **or** one (1) sealed hard copy to:

Will Morat
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590
will.morat@cityofvallejo.net 707-648-4109

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise will not be considered. However, nothing in this RFP precludes the City from requesting additional information at any time during the proposal evaluation.

VII. Qualifications

The successful proposer shall be one who provides a clear and logical solution. The proposer should be able to demonstrate the ability to most effectively meet or exceed the requirements set forth in this RFP. The proposer must also demonstrate in their proposal the qualifications of their company and that they have sufficient resources available to successfully complete the project and meet contractual obligations of the lease agreement.

VIII. Review and Evaluation of Proposals

As proposals are received by the City, the City shall periodically, on a rolling basis, review and evaluate proposals for responsiveness to the RFP. The City may also investigate qualifications of all proposers, and the City may request clarifications of proposals directly from proposers.

An interview of proposers may be scheduled to facilitate evaluation of each proposal. Proposals will be evaluated on the following criteria:

Financial Impact	Proposer's detailed cost estimates are reasonable and outline a feasible plan that can be achieved in a reasonable timeframe, including anticipated monthly lease payment.	20%
Economic Development Stimulus	Proposal's potential impact on improving the competitive environment in the City of Vallejo, and indirectly attracting and retaining businesses, increasing employment, improving wages, and generally raising the profile of the City as a destination for economic activity.	35%

Private Investment	Capacity to secure private investment as part of the proposal, as well as its ability to establish a model to attract additional private investment in the future, whether by proposer or external entities.	35%
Qualifications	Includes legal status, financial stability, education, certifications, experience and past performance of the proposers and its agents, employees and sub-consultants/contractors.	10%

IX. Right of the City to Reject Proposals

The City of Vallejo reserves the right to reject any or all proposals in its sole discretion, or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

X. Award of Agreement

The City reserves the right to negotiate the terms of the Agreement for this project with one or multiple proposers. Upon completion of the review/evaluation, the City shall notify those proposers who will be considered for further evaluation and negotiation. All proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by proposer's failure to respond to direction from the City may lead to rejection of the proposal.

If the City determines, after further evaluation and negotiation, to enter into the Agreement, a Service Agreement shall be sent to the successful proposer for the proposer's signature. No proposal shall be binding upon the City until the Agreement is signed by duly authorized representatives of the selected proposer and the City.

XI. Cost of Preparation of Proposal

The City will not pay costs incurred by the proposer in the proposal preparation, printing or negotiation process. All such costs shall be borne by the proposer.

XII. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the proposal and by formal written notice. Proposals submitted will become the property of the City of Vallejo after the proposal submission deadline.

XIII. Prevailing Wage

Both California State Law and City Law require payment of prevailing wages on public works projects. California Labor Code Section 1770 provides that the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable to the work to be done, and a current copy of said prevailing wages is on file with the City Clerk. Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

The City Charter of the City of Vallejo requires at Section 1101 that every contract for the construction of public works to be performed at the expense of the City. The City must provide that the contractor and all his/her subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed. If additional construction is required to meet the terms of the lease agreement, City shall conduct the work with its own employees, or through a contractor subject to prevailing wage.

XIV. Public Record and Non-Disclosure Agreements

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. Unless otherwise compelled by a court order, the City will not disclose any proposal. The City either executes an agreement with a successful proposer, or the City rejects all proposals. Each proposal is subject to the California Public Records Act (California Government Code Sections 6250, *et seq.*).
- B. If a proposer believes any portion of its proposal is subject to a legal exemption to public disclosure, the proposer shall: (1) clearly mark the relevant portions of its proposal “Confidential”; (2) upon request from the City, identify the exemption from disclosure under the Public Records Act; and (3) the proposer shall defend, indemnify, and hold harmless the City regarding any action by any third party seeking disclosure of the “Confidential” portion of the proposal.
- C. Proposer shall submit a fully-executed Mutual Non-Disclosure Agreement (NDA), without modifications.
- D. Proposer and any agents, sub-consultants or subcontractors, agree to indefinitely hold confidential any sensitive information provided by the City during the proposal process such as required for a complete and accurate proposal, including maps and other data related to the City’s existing fiber network that provides communications and data links for existing City public safety services.

XV. Written Agreement

The selected proposer will be required to enter into a written agreement with the City under which the proposer and City will undertake the obligations described in this RFP. The written agreement shall include the City’s standard insurance and indemnification clauses, and shall not be modified.

XVI. Term of Agreement

The term of the written agreement shall commence on the date last signed by the successful proposer and City and shall continue in accordance with the agreed-upon project timeline described in the written agreement.

XVII. Conflict of Interest

Proposers should disclose any past, ongoing or potential conflicts of interest which the proposer may have as a result of performing the work described in this RFP.

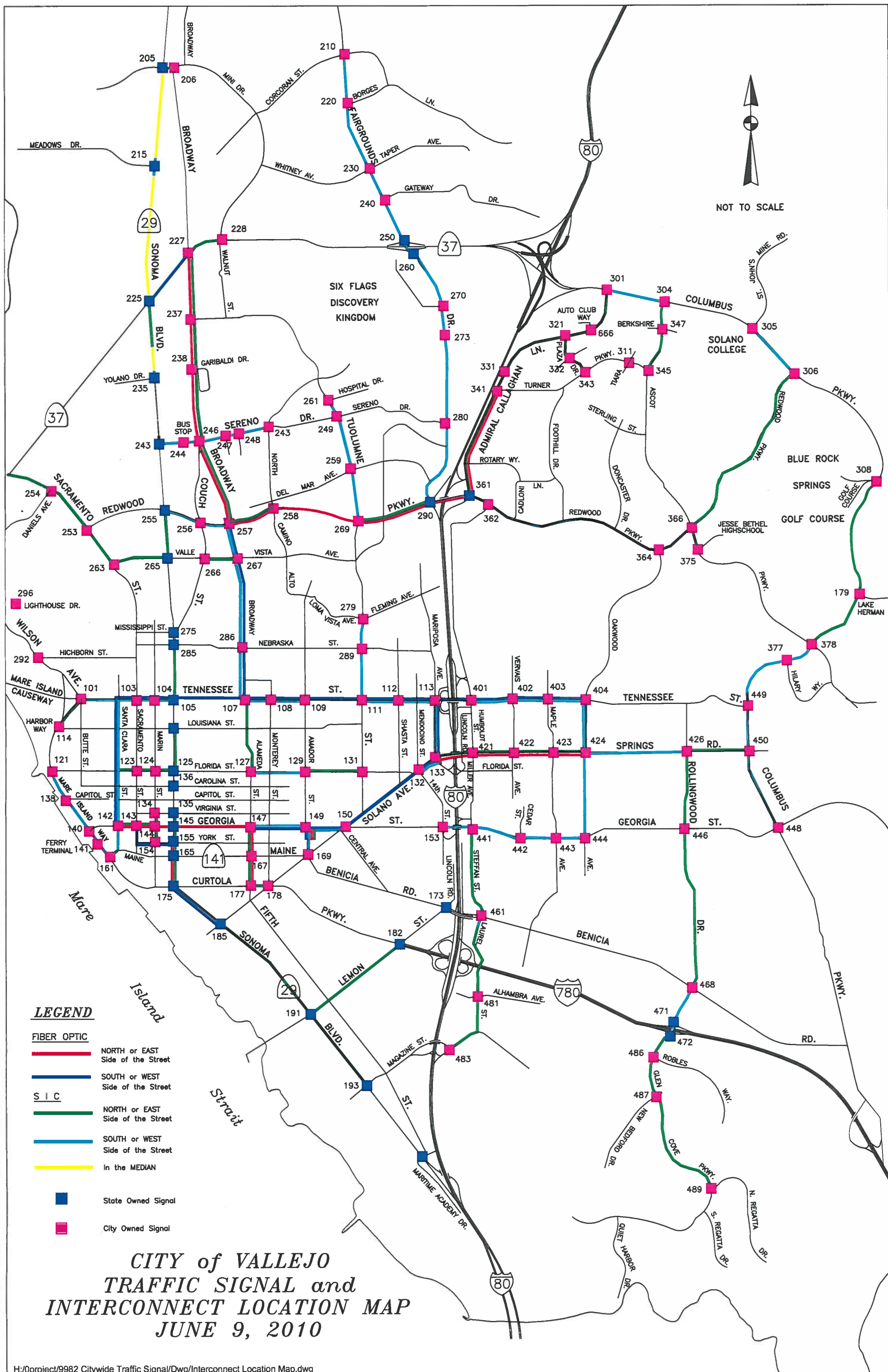
XVIII. Insurance

The proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, consistent with the City’s standard requirements. The successful proposer(s) shall submit a Certificate of Insurance (with endorsements) that names the City of Vallejo as additional insured to the City concurrently with the execution of the written agreement and prior to the commencement of any services.

Please contact Will Morat at 707.648-4109 if you have any questions and/or to schedule a field survey.

Attachment A: City-owned Traffic Signal Interconnect Conduit/Fiber Network Map (not to scale)

Attachment B: [Mutual Non-Disclosure Agreement](#)



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2016, (“Effective Date”), between _____, a _____ corporation (“_____”), and City of Vallejo, a charter city and municipal corporation (“**City**”). _____ and City may be referred to each as a “Party” or collectively as the “Parties.”

In connection with consideration of a potential business relationship of mutual interest (“**Business Relationship**”), a Party to this Agreement (“**Disclosing Party**”) may disclose to the other Party (“**Receiving Party**”) certain information which Disclosing Party desires Receiving Party treat as confidential.

In consideration of the mutual promises and covenants contained in this Agreement and the mutual disclosure of Confidential Information (defined below), the Parties agree as follows:

1. Definition of Confidential Information and Exclusions.

(a) “**Confidential Information**” means nonpublic information disclosed by or on behalf of Disclosing Party to Receiving Party (whether directly or indirectly, in written form, orally, visually or through any electronic, facsimile or computer-related communication, and whether furnished before or after the Effective Date), which is designated in writing as confidential. Confidential Information must be clearly designated as “confidential,” “proprietary,” or other term that clearly conveys the confidential nature of the information to the Receiving Party. Notwithstanding the preceding sentence, Confidential Information includes information (regardless of how designated) that is of such a nature that the Receiving Party knows, or reasonably should know, is of a confidential or proprietary nature. “Confidential Information” includes, without limitation, information in tangible or intangible form relating to and/or including Disclosing Party’s services and products; the marketing or promotion of any Disclosing Party product or service; Disclosing Party’s business policies or practices; the identities of vendors, business partners, customers and prospective customers; and information received from others that Disclosing Party is obligated to treat as confidential.

(b) Notwithstanding anything that may be to the contrary in this Agreement, Confidential Information does not include, and restrictions on the use or disclosure of Confidential Information do not apply to, any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party pursuant to the terms of this Agreement, as evidenced by documentation in Receiving Party’s possession; (iii) becomes known to Receiving Party from a source other than Disclosing Party without restriction of the third party’s or Receiving Party’s rights to disseminate the information and without notice of any restriction against its further disclosure; (iv) is independently developed by Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (v) the Disclosing Party agrees in writing is not Confidential Information or is not subject to the restrictions of this Agreement.

2. Obligations Regarding Confidential Information.

(a) Receiving Party shall:

(i) Refrain from disclosing any Confidential Information of Disclosing Party to third parties, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;

(ii) Take reasonable security precautions, at least as great as the precautions Receiving Party takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of Disclosing Party; and

(iii) Refrain from using, disclosing, reproducing, summarizing and/or distributing Confidential Information of Disclosing Party except in pursuance of the Business Relationship, and only as otherwise provided hereunder.

(b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order or request (such as by interrogatories, oral questions, subpoenas, civil investigative demands, requests for information or documents in legal proceedings or other similar process), provided that Receiving Party either (i) gives Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent and provides reasonable assistance as Disclosing Party may reasonably request to cooperate with Disclosing Party to obtain any such protective order or equivalent, provided that Disclosing Party shall reimburse Receiving Party for reasonable attorneys' fees and other out of pocket expenses in taking actions at Disclosing Party's request and provided that such notice is not legally prohibited by such order or request; or (ii) obtains written assurance from the applicable judicial or governmental entity that such entity will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

(c) Receiving Party may disclose Confidential Information only to Receiving Party's directors, officers, employees, and third parties who have a legitimate need-to-know in connection with the Business Relationship and who agree or are obligated to maintain confidentiality of Confidential Information. Receiving Party shall be responsible for compliance by those directors, officers, employees and such third parties with the terms of this Agreement.

(d) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party, its employees or third parties, and shall cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure of Disclosing Party's Confidential Information.

(e) Receiving Party shall, promptly following Disclosing Party's request, destroy all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices containing Confidential Information in Receiving Party's possession, and, upon written request from Disclosing Party, certify destruction of the same by an officer of the Receiving Party. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information and any related materials (i) to the extent required to comply with applicable legal and regulatory requirements, or (ii) that are retained in any backup tapes or other archival media; provided, however, all retained Confidential Information and related materials shall remain subject to the terms, conditions and obligations of this Agreement, and any Confidential Information and related materials retained in any backup tapes or archival media shall be overwritten or destroyed in the regular course of business when such backup tapes or archival media are recycled for further use or destroyed.

(f) Notwithstanding the above, _____ acknowledges City is a public entity governed by the California Public Records Act. Disclosure of records by the City pursuant to the Act shall not be a breach of this Agreement.

3. Remedies. The Parties acknowledge that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, for which monetary damages may not be a sufficient remedy, and that the other Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous.

(a) All of Disclosing Party's Confidential Information is and will remain the property of Disclosing Party. All Confidential Information is provided "as is" without any express or implied representations or warranties of any kind, including as to fitness for a particular purpose or performance.

(b) The terms of confidentiality under this Agreement will not be construed to limit either Party's right to independently develop or acquire products or services without use of the other Party's Confidential Information. Disclosing Party acknowledges that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to

Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development. The Parties further acknowledge and agree that exposure to Confidential Information of Disclosing Party will inevitably enhance Receiving Party's knowledge and understanding of Disclosing Party's industry and business activities, including without limitation discoveries, ideas, concepts, know-how and techniques related to or used by Disclosing Party (collectively, "**General Knowledge**") in a way that cannot be separated from Receiving Party's other industry and business related knowledge. Disclosing Party agrees that, without limiting Receiving Party's non-disclosure obligations under this Agreement, this Agreement shall not restrict Receiving Party's use of such General Knowledge for the Receiving Party's own internal purposes so long as such use does not incorporate Confidential Information that is specific to the Disclosing Party. Receiving Party shall not take any action, including intentional memorization of Confidential Information, with the intent or purpose of evading obligations contained in this Agreement.

(c) Each Party acknowledges that the other Party may be performing the same or similar services for other parties in the same industry as contemplated in this Agreement and that either Party may use the same personnel who have had access to Confidential Information of the other Party to provide those services to others in the same industry and to develop new products and services. These personnel must continue to abide by the terms of this Agreement.

(d) Nothing in this Agreement imposes any obligation upon either Party to consummate a Business Relationship, to enter into any discussion or negotiations, or to take any other action not expressly agreed to in this Agreement. Neither Party will have any obligation to the other for any action such other Party may take or refrain from taking based on or otherwise attributable to any information (whether or not constituting Confidential Information) furnished to such other Party hereunder.

(e) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It shall not be modified except by a written agreement dated subsequent to the Effective Date and signed by both Parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized representative of each Party. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision of this Agreement on another occasion.

(f) This Agreement is governed by the laws of the State of California, notwithstanding any conflict of law statutes. Any lawsuit arising from a dispute over this Agreement shall be brought in the County of Solano.

(g) If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

(h) Either Party may terminate this Agreement with or without cause upon 90 days prior written notice to the other Party; provided, however, all sections of this Agreement relating to the rights and obligations of the Parties concerning Confidential Information disclosed during the term of the Agreement will survive any such termination.

(i) All notices required to be given under this Agreement shall be directed to the Parties' respective notice addresses listed below under the signatures of the Parties, and shall be in writing and deemed given: (i) on the day deposited in the U.S. mail, postage prepaid, certified or registered, and return receipt requested); or (ii) on the next business day after being sent by air express courier with charges prepaid. Each Party shall notify the other in writing with confirmed receipt of any changes to the notice information.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City:

City of Vallejo

By: _____

By: _____

Name: _____

Name: Will Morat

Title: _____

Title: Administrative Analyst II

Approved as to Form:

Donna Mooney, Chief Assistant City Attorney

Notice Address:

Notice Address:

555 Santa Clara Street

Attention:

Vallejo, CA 94590

ATTN: City Manager's Office