



## **REQUEST FOR PROPOSALS**

### **UNDERGROUND COMMUNICATIONS CONDUIT**

**ISSUED**

Monday, March 23, 2015

**PROPOSALS DUE**

By Thursday, April 23, 2015

Issued by  
COUNTY OF SONOMA  
Information Systems Department  
2615 Paulin Drive  
Santa Rosa, CA 95403

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## 1. PROJECT INFORMATION

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### 1.1. Introduction

The County of Sonoma is requesting proposals from qualified high-speed fiber based broadband service providers to provide fiber-based broadband Internet services to business and property owners in the County. It is the intent of the County to consider agreements with Proposers whose proposal(s) best demonstrates ways to advance the availability of broadband communications and associated services throughout the County.

### 1.2. Background and Current Environment

#### 1.2.1. County of Sonoma

Sonoma County is located at the threshold between the commerce-driven San Francisco Bay Area and northern California. The county extends over 1,500 square miles with a diverse economy that includes a world class wine region, natural resources, and dozens of tourist destinations. Sonoma County is home to 493,285 people, with approximately 33 percent of the population residing in Santa Rosa.

Sonoma County plays a dual role to residents, providing municipal services such as law enforcement and fire protection to unincorporated areas and providing the day-to-day operation of state and federally mandated programs. As a general-law county, Sonoma County abides by state laws that determine the number and duties of county elected officials. The county is divided into five districts that are approximately equal in population size. Each district has an elected Supervisor.

The Board of Supervisors is comprised of five members, one from each of the five districts. The Board establishes policies concerning growth and development, and sets priorities for all activities within the county. In addition, they oversee the many departments and agencies of county government that provide county-wide services, health and welfare programs, elections, and public safety programs. The Board of Supervisors is also the governing body that provides municipal services to those unincorporated areas outside of cities. Based in the city of Santa Rosa, the County employs a workforce of over 3,800 in over 27 departments and agencies, in facilities located throughout the County.

#### 1.2.2. Background

A set of three (3) communication conduits were constructed by a private company in 2000 and 2001. The conduit extends from the southern edge of the County to the northern edge crossing several local jurisdictions including the Cities of Santa Rosa, Healdsburg, and Cloverdale, the Town of Windsor, and several private parcels by way of easements. (See Attachment I - High Level Drawing.) During the installation, the private company filed for bankruptcy and as a part of a settlement agreement, in 2005 a Joint Powers Authority (JPA) was granted ownership of one of the three innerducts, a single 1 ½" innerduct (hereinafter "Conduit") in "as is" condition.

The system was never fully completed by the private company, known gaps exist in the Conduit at certain points throughout the installation and no fiber has been placed in the Conduit.

In accordance with the dissolution terms of the JPA, the agreement was dissolved in 2010 and each jurisdiction was granted ownership of a single 1 ½" Conduit within its jurisdictional boundary. The contiguous segments and are not included in this solicitation. Manholes and handholes are placed at regular intervals throughout system. The Conduit owned by the County runs approximately thirty (30) miles within unincorporated areas and is comprised of four (4) primary segments as follows:

- 1) ~ 4 miles between Healdsburg City limits and Windsor Town limits.
- 2) ~ 3.8 miles on Old Redwood Highway between Windsor Town limits and Santa Rosa City limits.
- 3) ~ 13.5 miles on Petaluma Hill Road and Adobe Road between East Washington Street and Santa Rosa City limits.
- 4) ~8.5 miles on Old Adobe Road and Highway 116 between East Washington Street and Arnold Road.

The four sections of Conduit will be made available in an "AS IS" condition with the County making no express or implied warranty as to fitness of purpose or use. A high level drawing of the subject Conduit which includes non-County owned segments can be found in Attachment I – High Level Drawing and the list of known gaps can be found in Attachment J- Gap List.

Additional files pertaining to license agreements, right of way and easement agreements, encroachment permits, and gap and alignment information are provided on the County of Sonoma's cloud based file sharing system:

[https://links.sonoma-county.org/vu\\_LjvwTph8/](https://links.sonoma-county.org/vu_LjvwTph8/)

### 1.3. Description of Current Situation and Need

It is the goal of the County of Sonoma to license this unutilized Conduit as a technology and economic development enabler. By leasing the Conduit to commercial broadband providers, the County will enable and encourage the deployment of fiber services from the private sector by lowering the financial barriers associated with infrastructure construction and provide the element of timeliness to contemplated projects by making use of infrastructure that is already in place.

The County is interested in proposals which will deliver fiber to the services to homes, businesses and government facilities and that demonstrate direct benefits to our communities, expand capabilities of businesses, and improve governmental service delivery.

Primary objectives include:

- 1) To ensure residents, businesses and visitors have readily available access to reliable voice, video and data services at a reasonable price;
- 2) To create opportunities for broadband deployment to the County's rural areas;
- 3) To create an economic opportunity which benefits residents, businesses and visitors;

- 4) To improve redundancy and resilience of telecommunications and Internet infrastructure;
- 5) To encourage competition and commerce and that furthers economic development;
- 6) To improve connectivity between local government, education and essential service provider facilities; and
- 7) To generate monetary or in-kind compensation to the County for the use of the currently unutilized County-owned Conduit.

In addition to these objectives, the County anticipates that enhancing fiber optic service will provide at least the following benefits to the community:

- a) Improve governmental communications, capabilities and responsiveness;
- b) Stimulate commercial and residential growth;
- c) Promote innovative solutions for County consumers; and
- d) Promote local business success and expansion.

#### 1.4. Scope of Services

County of Sonoma intends to identify a partner to license, manage and operate all or a portion of the subject County owned communications Conduit infrastructure for the purpose of installing Proposer's fiber and employing the Conduit in exchange for benefit to the County.

Proposers are asked to submit high-level proposals given the information contained in this solicitation along with evidence of qualifications consistent with completing the described work. Proposers are asked to describe how the design will establish desired services to residents, businesses, and government facilities in the area. This high level proposal will include offers to the County for revenue, services, and benefits in exchange for the use of subject Conduit. For example, County is seeking innovative approaches to establishing services which may include connectivity for underserved communities or interconnectivity to remote County facilities and intergovernmental jurisdictions. The proposal shall include proposed methods to conduct due-diligence and a description of how the proposal will be implemented, approximate schedules for completion, and plans for ongoing maintenance and operations.

## 2. TERMS AND CONDITIONS

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By virtue of submitting a proposal, Proposers acknowledge:

### 2.1. Guidelines

The laws of the State of California shall govern this RFP process and any resulting agreements. All services provided to the County shall comply with all County policies, rules, and regulations which may be in effect during the term of the Agreement, as well as all federal, state and local statutes, ordinances and regulations. The successful Proposer(s) will be required to comply with all applicable equal opportunity laws and regulations.

The County prefers to contract with a single Proposer for this work, however, multiple contracts may be awarded if it is deemed to be in the County's best interest.

## 2.2. Communication regarding this RFP

All communication from prospective Proposers regarding this RFP must be in writing; either by email or traditional mail to the address provided in Section 3.2 Submission Process. Communication by telephone or in person will not be accepted. Attempts by, or on behalf of, a prospective or existing Proposer to make telephone or personal contact with the Issuing Agent or any other County staff person connected to this RFP, regarding this RFP, may lead to the elimination of that Proposer from further consideration.

Attempts by or on behalf of a prospective or existing Proposer to contact or to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma with regard to the acceptance of a proposal may lead to elimination of that Proposer from further consideration.

## 2.3. Local Preference

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the Proposer operates or performs business on a day-to-day basis, AND holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers.

More information about the County's purchasing policies can be found on:

[Local Preference Policy for Services](#)

## 2.4. County Rights

The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. The recommended selection of the evaluation committee is final and subject only to review and final approval by the Information Systems Department Director and the Board of Supervisors.

The issuance of this RFP does not constitute a commitment to award a contract on the part of the County. The County reserves the right to reject any or all proposals, to accept or reject any of the items in a particular proposal, to award the contract in whole or in part, and to negotiate any or all items with individual Proposers if it is deemed to be in the County's best interest. The County's decision shall be final.

At the sole discretion of the County a Proposer's proposal may be disqualified for failure to furnish all information requested or failure to follow the format requested in this RFP. Providing false,



incomplete, misleading or unresponsive statements in a proposal will also be sufficient cause for a proposal's rejection.

An error in a proposal may cause the rejection of that proposal. However, the County reserves the right, in its sole discretion, to retain the proposal and request clarification from a Proposer on any item in a proposal that County believes to be in error. The County reserves the right to waive inconsequential disparities in a submitted proposal.

The County may modify this RFP by issuance of one or more written addenda to all parties who have been furnished the RFP. Only the County Information Systems Department may issue an addendum.

During the evaluation process, the County may request from any Proposer additional information which the County deems necessary to determine the Proposer's ability to perform the proposed services.

The County reserves the right to retain all proposals, excluding proprietary documentation, regardless of which proposal is selected. No proposals will be returned to Proposers.

## 2.5. Pre-contractual Expenses

The County shall not be liable for any pre-contractual or due diligence expenses incurred by prospective Proposers or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

## 2.6. Confidential Information

All proposals will be treated as confidential documents until the selection process has been completed. Once the Use Agreement has been fully executed all proposals will become public record. In the event that a Proposer desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The Proposer must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. In addition, Proposers must provide a written explanation for the basis of the claim, including the reasons why the information is confidential and a certification that the information has not been released to the public and is not publicly available elsewhere. Statements identifying the entire document as confidential or which do not specifically identify which information is claimed as confidential are not acceptable for this purpose.

The County will consider a Proposer's request for exemptions from disclosure, however, the County will make a decision based upon applicable laws.

## 2.7 Use Agreement

Proposers must be willing to accept the terms of the County's Attachment G - Use Agreement. If there are any terms or conditions within the agreement with which your company would not be able to comply, identify them in writing. Terms and conditions not addressed as problematic will

be considered acceptable to the Proposer.

## 2.8. Insurance Requirements

Proposers must be willing and able to provide the required insurance and accept the terms of the County's Attachment H – Insurance Requirements. If there are any requirements with which your company would not be able to comply, identify them in writing. Insurance requirements not addressed as problematic in this section of the proposal will be considered acceptable to the Proposer.

## 2.9. Duration

All proposals will remain in effect for at least six months (180 days).

## 2.10. Protest

Any and all protests must comply with the timelines and procedures set forth in the County of Sonoma Purchasing Department's protest and appeals procedure. For a copy of this procedure, please visit:

[Protests and Appeals for Goods and Professional Services Procurements](#)

## 2.11. Clarifications, Discrepancies, Omissions

If a Proposer finds any discrepancies, omissions or ambiguities in this RFP, or if a Proposer desires clarification on procedural matters regarding the RFP, the Proposer may request a clarification in writing. The request for clarification must be made by email to Issuing Agent ([isd-rfp@sonoma-county.org](mailto:isd-rfp@sonoma-county.org)). The issuing agent will respond to the clarification request and distribute a copy of the question(s) and response(s) by email to all RFP respondents.

# 3. PROPOSAL GUIDELINES

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## 3.1. Preparation of Proposals

Perspective Proposers are required to prepare their proposals according to instructions outlined in this section. Proposals should not contain preprinted marketing material. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Proposers are required to follow the outline below when preparing their proposals. If the Proposer does not follow the format outlined below, the Proposer may be disqualified from selection. If the Proposer does not use the required forms as indicated, the Proposer may be disqualified from selection.

<b>Section</b>	<b>Title</b>
	Title Page
	Signed Letter of Transmittal
	Table of Contents
<b>1</b>	Executive Summary (Attachment A)
<b>2</b>	Scope of Services (Attachment A)
<b>3</b>	Revenue, Services and Benefits Proposal (Attachment B )
<b>4</b>	Evaluation Criteria (Attachment C)
<b>5</b>	Proposer Profile (Attachment D)
<b>6</b>	Proposer References (Attachment E)
<b>7</b>	Qualifications and Mandatory Requirements (Attachment F)
<b>8</b>	Use Agreement (Attachment G)
<b>9</b>	Insurance Requirements (Attachment H)

### 3.1.1. Signed Letter of Transmittal

On the Proposer's letterhead, the Letter of Transmittal must be signed by an individual who is legally authorized to make contractual obligations for the Proposer. The signature must indicate the title or position that the individual holds in the firm and must be an original signature.

### 3.1.2. Executive Summary – Attachment A (Section 1)

Provide a brief narrative highlighting your proposal in Attachment A. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

### 3.1.3. Scope of Services - Attachment A (Section 2)

Provide a detailed description of how your company will provide the services and achieve the desired results described in section 1.4 Scope of Services in Attachment A.

### 3.1.4. Revenue, Services and Benefits Proposal- Attachment B (Section 3)

Respondents must submit a schedule of revenue, services and benefits for requested in this RFP. Schedules must be presented in the format of Attachment B of this RFP. The County reserves the right to contact Proposers for clarification at any time throughout the selection and negotiation process. The County is asking Proposers to provide revenue, services and benefits with the understanding that they may have to make assumptions. Such assumptions must be documented.

### 3.1.5. Evaluation Criteria – Attachment C (Section 4)

Proposals will be based and evaluated in part on the answers to the criteria in this section. Proposers will submit responses on the Evaluation Criteria Form in Attachment C.

1. Demonstrated ability to install, manage and operate fiber-based services including broadband Internet to residents, businesses, and County facilities.
2. Quality and variety of broadband Internet services and communication services offered to residents, businesses, and County facilities.
3. Commitment and evidence that Proposer will deliver the revenue, services, and benefits by the end of 2015.
4. Other revenue, services and benefits offered to the County.

### 3.1.6. Proposer Profile - Attachment D (Section 5)

Complete the Proposer Profile Form - Attachment D. In addition, please provide the following information about your company. This additional information must also be submitted for any company that you propose as a sub-contractor. Please clearly distinguish if the information is for the Proposer or its sub-contractor.

- A brief description of your company size and organizational structure. Identify the principals and primary contacts.
- A description of the experience your company has had in the industry.
- Financial statements for the last two fiscal years.

The County will evaluate the respondent's financial stability and capability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support and/or to clarify requested information.

### 3.1.7. Proposer References- Attachment E (Section 6)

Proposers should provide a minimum of three (3) client/customer references from organizations that are similar to Sonoma County in size and complexity. Use the form provided in Attachment E to provide references.

### 3.1.8. Qualifications and Mandatory Requirements – Attachment F (Section 7)

Proposers should thoroughly describe how they meet the qualifications and mandatory requirements. A Proposer must meet or exceed minimum qualifications and mandatory requirements and complete the Certification Form shown in Attachment F – Proposer Qualifications and Mandatory Requirements Form.

- 1) Proposer shall have at least three (3) years' experience as a broadband provider at the time of the Proposal due date.
- 2) Proposer agrees to take full responsibility for the build out, management, maintenance and operation of the Conduit system to the extent necessary to meet the objectives of the accepted final proposal.

- 3) Proposer agrees to follow applicable telecommunications standards and comply with all permit requirements.
- 4) Proposer agrees to re-establish all easements and access rights with property owners and governmental entities as required to the extent necessary to meet the objectives of the accepted final proposal.
- 5) Proposer will provide reasonable consideration to the County for the use of the Conduit.
- 6) A qualified Proposer agrees to utilize the standard County use agreement provided in Attachment G - Use Agreement, or proposes limited, reasonable revisions thereto or additional terms.
- 7) Proposer acknowledges that the four sections of Conduit will be made available in an "AS IS" condition with the County making no express or implied warranty as to fitness of purpose or use. The County makes no representations as to what rights to access the Conduit exist at any particular point upon the route of the Conduit. County shall make available to interested Proposers all documentation maintained by the County regarding rights-of-way, easements, or any other access rights for the Conduit to the extent necessary to meet the objectives of the accepted final proposal. However, County makes no representation as to the status of any such rights-of-way, easements, or any other agreements relating to access to the Conduit. Upon entering into an agreement with the County for use of the County's interest in the Conduit, Proposer shall bear the responsibility and risk of ensuring that any and all additional permissions or access rights from any third parties necessary for Proposer's contemplated use of the Conduit can be, and are, secured.

### 3.1.9. Use Agreement- Attachment G (Section 8)

Carefully review the Use Agreement for the County of Sonoma (Attachment G). Include a copy of this agreement in your proposal (Section 8). In the body of your proposal confirm that a person authorized to obligate the company has reviewed Agreement and accepts the terms and conditions of the Agreement. If there are any terms or conditions within the agreement to which your company would not agree, identify them in writing and propose alternatives thereto. Terms and conditions not addressed as problematic in this section of the proposal will be considered acceptable to the Proposer.

Also in this section of the proposal indicate the Company's ability to comply with the County insurance requirements as stated in the Agreement.

### 3.1.10. Insurance Requirements – Attachment H (Section 9)

Review the insurance requirements (Attachment H). Include a copy of these requirements in you proposal (Section 9). In the body of your proposal confirm that your company has reviewed the insurance requirements and will agree to comply and provide proof of insurance at the time the Use Agreement is signed. If there are any requirements with which your company would not be able to comply, identify them in writing. Insurance requirements not addressed as problematic in this section of the proposal will be considered acceptable to the Proposer.

## 3.2. Submission Process

### 3.2.1. Submission Requirements

Both physical and electronic proposals with all attachments must be received at the Issuing Agent's physical address (see 3.2.3 below) no later than 5:00 pm Pacific Daylight Time on Thursday, April 23, 2015. The Proposer's name and address must be clearly marked on the proposal packet. Late proposals will not be considered.

### 3.2.2. Proposal Submission

Proposers are required to submit:

- A transmittal letter signed by a person authorized to obligate the company.
- Proposers must submit one (1) electronic copy to the County's supplier portal.  
**<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>**
- One complete copy of the proposal, clearly marked "MASTER COPY."
- Three (3) additional physical copies of the entire proposal (including all attachments).

An electronic copy of the entire proposal including all attachments. The electronic copy may be sent by email to [isd-rfp@sonoma-county.org](mailto:isd-rfp@sonoma-county.org) or submitted on a CD along with the physical copies of the proposal.

### 3.2.3. Submission Address

All proposals must be submitted to the address below as follows:

Sonoma County Information Systems Department  
Attn: RFP: Communications Conduit  
2615 Paulin Drive  
Santa Rosa, CA 95403

## 4. PRE-SUBMISSION GUIDELINES AND INFORMATION

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### 4.1. Communication Regarding this RFP

The email address to send any communication regarding this RFP is: [isd-rfp@sonoma-county.org](mailto:isd-rfp@sonoma-county.org)

### 4.2. Request for Electronic Copies of RFP or Forms

To request additional copies of the RFP and/or any attached forms send a request by email to: [isd-rfp@sonoma-county.org](mailto:isd-rfp@sonoma-county.org).

### 4.3. Clarifications, Discrepancies, Omissions

If a Proposer finds any discrepancies, omissions or ambiguities in this RFP, or if a Proposer desires clarification on procedural matters regarding the RFP, the Proposer may send a request, by email, to [isd-rfp@sonoma-county.org](mailto:isd-rfp@sonoma-county.org), with a subject title of **RFP Clarification**. All responses to such questions will be sent to all Proposers who have received the RFP through a version update in the County's supplier portal. Questions will not be answered by phone.

#### 4.4. Schedule of Events

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

DATE	EVENT/DEADLINE
<b>PRE-SUBMISSION</b>	
Monday, March 23, 2015	Release Request for Proposals (RFPs)
Monday, April 6, 2015	Receive Proposers Written Questions
April 7-10, 2015	County Prepares Response to Questions
Monday, April 13, 2015	County Distributes Questions and Answers to Proposers
Thursday, April 23, 2015	Proposals Due from Proposers
<b>POST SUBMISSION</b>	
April 27 – May 8, 2015	County Conducts Evaluations
Monday, May 11, 2015	Notice of Intent to Apparent Successful Proposer(s) (subject to delay without notice to Proposers)
May 12 – July 13	Due Diligence Period
Tuesday, July 14, 2015	Apparent Successful Proposer(s) Submits Final Design and Proposal
July 15– August 15, 2015	Contract Period
August 2015	Board of Supervisors Awards Contract (subject to delay without notice to Proposers)

## 5. EVALUATION AND SELECTION PROCESS

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### 5.1. Evaluation Team

The Evaluation Team will represent a diverse representation of County departments. County employees who have a relationship with a Proposer or employee of a Proposer submitting a proposal will not participate in the selection process.

### 5.2. Preliminary Proposal Assessment

Proposals will be assessed for compliance with the submittal requirements of the RFP.

### 5.3. Detailed Review of Proposals

Proposals meeting submittal and functional requirements will be evaluated. These criteria will include, but may not be limited to, the following:

- Suitability of proposed services
- Responses to the evaluation criteria
- Evaluation of revenue, services and benefits provided
- Proposer's approach to providing the required services
- Proposer's background, staffing and experience in providing similar services
- Proposer's references
- Proposer's financial stability

### 5.4. Apparent Successful Proposer(s)

The Proposer with the highest score will be selected as the Apparent Successful Proposer(s). The other Proposers will be notified of the outcome. The County and the Apparent Successful Proposer(s) will discuss the scope of the Use Agreement and other relevant issues. The County will provide detailed information as described in section 5.6 Due Diligence. Following due-diligence, the Apparent Successful Proposer(s) will submit a final Proposal with a detailed design.

As agreeable to both parties, items learned during the due-diligence period will be incorporated into the Use Agreement and its' Scope of Services. If County and the Apparent Successful Proposer(s) are not able to agree on final terms for any reason, County may negotiate with other qualified proposers in order of their evaluation scores.

County reserves the right to select more than one Apparent Successful Proposer(s) in the event that more than one proposal meets the evaluation criteria.

### 5.5. Proposer Notification

All Proposers responding to this RFP will be notified of their selection or non-selection in writing after the evaluation committee has completed the selection process. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

### 5.6. Due Diligence

After evaluation, the County will provide the Apparent Successful Proposer(s) a memorandum of intent. Apparent Successful Proposer(s) shall then have the opportunity to conduct any necessary in-depth review of the information provided by County at [https://links.sonoma-county.org/vu\\_LjvwTph8/](https://links.sonoma-county.org/vu_LjvwTph8/) and the opportunity to conduct any inspections or investigations Proposer(s) deems prudent, in full accordance with all applicable law and any and all permitting requirements.

The Apparent Successful Proposer(s) will be required to take full responsibility for conducting the due diligence process by reviewing the detailed information and conducting site visits to assess



the asset condition. It is assumed that the Proposer will be responsible for completing and or fixing all gaps or damages encountered at no cost to the County to the extent necessary to meet the objectives of the accepted final proposal. It is also assumed that all rights of access and / or easement renewals, or new acquisitions will be the full responsibility of the Proposer. The Proposer would also be responsible for any additional permitting associated with completing the conduit facilities.

Subsequent to review, the Apparent Successful Proposer(s) will finalize a proposed design along all agreed segments. The Proposer will update their Proposal to incorporate the final design and also update proposed revenue, services and benefit exchanges that were proposed as consideration to the County for the use of the Conduit.

## 6. LIST OF ATTACHMENTS

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The following attachments must be completed and returned.

Attachment A – Executive Summary and Scope of Services

Attachment B – Revenue, Services and Benefits Proposal

Attachment C – Evaluation Criteria Form

Attachment D – Proposer Profile

Attachment E – Proposer References

Attachment F – Qualifications and Mandatory Requirements

Attachment G – Use Agreement

Attachment H – Insurance Requirements

Attachment I – High Level Drawing

Attachment J - Gap List

## Attachment A – Executive Summary and Scope of Services

### Section 1 - Executive Summary – Weighted 5%

### Section 2 –Scope of Services - Weighted 20%

## Attachment B – Revenue, Services and Benefits Proposal

Section 3. – Weighted 29%

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## Attachment C – Evaluation Criteria Form

1. Demonstrated ability to install, manage and operate fiber-based services including broadband Internet to residents, businesses, and to County facilities. Weighted 5%
2. Quality and variety of broadband Internet services and communications services offered to residents, businesses, and to County facilities. Weighted 5%
3. Commitment and evidence that Proposer will deliver the revenue, services, and benefits by the end of 2015. Weighted 5%
4. Other benefits offered to the County. Weighted 5%

## Attachment D – Proposer Profile

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Local Preference	Response – Weighted 5%
Please advise if your business is licensed in Sonoma County.	
Financial Stability	Response – Weighted 5%
Financial stability – acknowledge attachment of financial records.	
Other Criteria	Response – Weighted 5%
Name your organization’s legal classification (corporation, sole proprietor, government, non-profit, etc.)	
Taxpayer identification number	
Legal address	
Name, title of authorized signatory	
Mailing address, physical address (if other than mailing address), office telephone number, mobile telephone number, and email address.	
Provide a brief description about your company, company size, and organizational structure. Identify the key principals.	
How long has your company been in business?	
Please provide a description of your company’s experience as it relates to the services required to meet the needs of this proposal.	
Please describe three projects of a similar nature and the dates of completion.	

## Attachment E – Proposer References

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### REFERENCES – Weighted 3%

Name of Organization:	
Contact Person:	Title:
Address:	Phone:
Service Dates:	Number of Lines:
Summary of Services:	
Name of Organization:	
Contact Person:	Title:
Address:	Phone:
Service Dates:	Number of Lines:
Summary of Services:	
Name of Organization:	
Contact Person:	Title:
Address:	Phone:
Service Dates:	Number of Lines:
Summary of Services:	

## Attachment F – Qualifications and Mandatory Requirements

Check the applicable box below and sign this verification that Proposer has met the qualifications and mandatory requirements. Weighted 8%

YES	NO	REQUIREMENTS
		1. Proposer has at least three years' experience as a broadband provider at the time of the proposal due date.
		2. Proposer agrees to take full responsibility for the build out, management, maintenance and operation of the Conduit system to the extent necessary to meet the objectives of the accepted final proposal.
		3. Proposer agrees to follow applicable telecommunication standards and comply with all permit requirements.
		4. Proposer shall agree to re-establish all easements and access rights with property owners and governmental entities as required to the extent necessary to meet the objectives of the accepted final proposal.
		5. Proposer will provide reasonable consideration to the County for the use of the Conduit.
		6. A qualified Proposer will agree to utilize the standard County Use Agreement terms and conditions as provided in Attachment G. If there are any terms or conditions within the agreement to which your company would not agree, identify them in writing and propose alternatives thereto. Terms and conditions not addressed as problematic will be considered acceptable to the Proposer.
		7. Proposer agrees to meet the County's insurance requirements as indicated in Attachment H – Insurance Requirements. If there are any requirements with which your company would not be able to comply, identify them in writing. Insurance requirements not addressed as problematic in this section of the proposal will be considered acceptable to the Proposer.
		8. Proposer acknowledges that the four sections of Conduit will be made available in an "AS IS" condition with the County making no express or implied warranty as to fitness of purpose or use. The County makes no representations as to what rights to access the Conduit exist at any particular point upon the route of the Conduit. County shall make available to interested Proposers all documentation maintained by the County regarding rights-of-way, easements, or any other access rights for the Conduit. However, County makes no representation as to the status of any such rights-of-way, easements, or any other agreements relating to access to the Conduit. Upon entering into an agreement with the County for use of the County's interest in the Conduit, Proposer shall bear the

		<p>responsibility and risk of ensuring that any and all additional permissions or access rights from any third parties necessary for Proposer’s contemplated use of the Conduit can be, and are, secured to the extent necessary to meet the objectives of the accepted final proposal.</p>
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\_\_\_\_\_

PRINT NAME

TITLE

\_\_\_\_\_

SIGNATURE

DATE



# Attachment G – Use Agreement

## CONDUIT USE AGREEMENT

This Conduit Use Agreement (“Agreement”), made and entered into on \_\_\_\_\_, is by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”), and \_\_\_\_\_ (“Licensee”). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

### R E C I T A L S

WHEREAS, County is the owner of that certain portion of cable conduit located in the unincorporated portion of Sonoma County, as more particularly described in Exhibit “A” hereto (the “Conduit”), which is currently unused; and

WHEREAS, Licensee desires permission to utilize the Conduit in providing broadband services, including the right to expand and/or modify the Conduit as necessary to service Licensee’s needs; and

WHEREAS, the parties desire to enter into an agreement whereby Licensee obtains the right to utilize the Conduit, in exchange for which right County will be provided consideration.

Now, therefore, the parties agree as follows:

### A G R E E M E N T

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of the Conduit identified in Exhibit “A”.
2. Exclusive Use. Licensee shall have the exclusive right to use of the Conduit to the full extent of the County’s ownership interest for the term of this Agreement. County shall maintain the right to access the Conduit to the extent necessary to inspect the Conduit or undertake other necessary activities for the administration of the Agreement.
3. Term. The initial term of this Agreement ("Initial Term") shall be \_\_\_\_\_ years, commencing on \_\_\_\_\_ (the “Effective Date”), and expiring at midnight on \_\_\_\_\_, 20 \_\_\_\_\_, unless earlier terminated in accordance with the terms of this Agreement.

At the end of the Initial Term, the \_\_\_\_\_ Director is authorized to administratively execute two additional two-year term extensions not to exceed a cumulative total of four (4) additional years (“Renewal Term”). The initial term together with any renewal term shall constitute the term (“Term”) of this Agreement.

4. Monetary Consideration. Licensee shall pay the County of Sonoma for the agreed use of said Premises as follows:

A. For the first year of the Initial Term, Licensee shall pay to County the annual sum of \_\_\_\_\_. Payment shall be made in one lump sum and is due within thirty (30) days of the Agreement Effective Date.

B. For the second and each successive year of the Initial Term, consideration shall be \_\_\_\_\_. Payment for each year shall be made in one lump sum, and shall be due on the annual anniversary of the Agreement Effective Date.

C. For each year of any Renewal Term period, consideration shall be \_\_\_\_\_. Payment for each year shall be made in one lump sum, and shall be due on the annual anniversary of the Agreement Effective Date.

D. Payments shall be delinquent if not paid in full within thirty (30) days after the date due for each payment. Delinquent payments shall be subject to a late charge. Licensee agrees to pay a late charge of ten percent (10%) per month on the amount overdue for any unpaid sum owed to County.

5. Non-Monetary Consideration. [Per section 1.3 of the Request for Proposal.]

6. Modifications. Licensee shall have the right to make modifications to the Conduit as necessary to allow Licensee full effective use of the Conduit, as set forth in Exhibit “B” hereto, including extensions, repairs, and modifications thereof. Licensee’s right to modify the Conduit is limited by the following considerations:

A. Licensee understands that any activities to modify the Conduit shall not damage or in any way interfere with the rights or usage of other owners or users of any adjacent infrastructure, including portions of the conduit not owned by County and not subject to this Agreement.

B. All modifications to the Conduit shall be performed in a manner that will not impair the value of the Conduit upon the termination of this Agreement, in accordance with all applicable local, state, and federal laws, and shall be subject to the terms of Section 8 below.

C. Any modifications not specifically addressed in Exhibit “B” must be preapproved by County, which approval shall not be unreasonably withheld.

7. Maintenance. Licensee shall be responsible for all maintenance of the Conduit for the duration of the Agreement. The Conduit, and any improvements thereto made by Licensee pursuant to Section 6 hereof shall be maintained in a good and workmanlike manner, and shall be performed to a degree that the Conduit and any improvements thereto remain properly in place and usable by County at the termination of this Agreement.

8. Limitations of License. Licensee’s right to use the Conduit is being conveyed to Licensee in an “AS IS” condition with the County making no express or implied warranty as to fitness of purpose or use. The County makes no representations as to what rights to access the Conduit exist at any particular point along the route of the Conduit. County makes no representation as to the status of any rights-of-way, easements, or any other agreements relating to access to the Conduit with any other party. County has made available to Licensee all documentation maintained by the County regarding rights-of-way, easements, or any other access rights for the Conduit, and Licensee has reviewed such information and performed its own investigation into the condition and usability of the Conduit, and into any additional access rights, permissions, or other rights or permits from any entity whatsoever that Licensee may need to obtain in order to use the Conduit to its benefit. Licensee is fully responsible for obtaining any

legal interest or permits necessary for Licensee's intended use of the Conduit, and Licensee acknowledges County has no responsibility for granting or obtaining any such rights or access. Licensee acknowledges that it shall bear the risk of any failure to obtain any rights or permissions needed by Licensee in addition to the County's interest in the Conduit, and that Licensee's obligations under this Agreement are not dependent upon Licensee's ability to successfully secure same.

9. Termination. County retains the right to terminate this Agreement upon 30 days advance written notice to Licensee upon the occurrence of any breach of the terms of this Agreement by Licensee which remain uncured for a period of 14 days after written notice by County to Licensee of said breach.

10. Ownership of Improvements. All improvements constructed on the Conduit by Licensee as permitted by this Agreement shall be owned by Licensee until expiration of the term and all extensions thereof. Licensee shall not, however, remove any improvements from the Conduit during the term or any extension thereof, except as expressly approved by the County and unless immediately replaced with a substitute improvement of equal or greater value on a depreciated basis, nor waste or destroy any improvements on the Conduit except as permitted by this Agreement. All improvements made by or for Licensee, whether temporary or permanent in character, shall automatically at the end of the term, whether by expiration or earlier termination, become County's property, and shall be surrendered to County in good condition upon expiration of the term or termination of this Agreement without compensation to Licensee and without further instrument of transfer.

11. Hazardous Materials.

A. Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Conduit, or any areas adjacent thereto, by its agents, employees, contractors or invitees, without the prior written consent of County, which County shall not unreasonably withhold as long as Licensee demonstrates to County's satisfaction that such Hazardous Materials: (i) are necessary or useful to Licensee's permitted use and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Conduit or other areas

B. To the extent any Hazardous Materials are used, kept, or are present in or on the Conduit, Licensee shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.

C. If Licensee breaches the obligations stated in subparagraphs A or B of Section 11, then Licensee shall indemnify, defend (with counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Conduit, damages for the loss or restriction on its use, damages arising from any adverse impact on the County or the Conduit, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such breach, contamination, discharge, or release, but excluding liability due to the sole negligence or willful

misconduct of County, its employees, agents, contractors and representatives. This indemnification of County by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials. This indemnification shall survive the termination or expiration of this Lease.

D. For the purpose of this Section 11, the term “Hazardous Materials” includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

12. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

13. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

14. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied and will comply with all laws applicable to the acceptance and use of the license herein granted, and all activities associated with the use of the Conduit by Licensee. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

15. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste of the Conduit; (ii) any action or use of the Conduit which interferes or conflicts with the lawful use of any other infrastructure or property adjacent to the Conduit by any authorized person; or (iii) any action on/in the Conduit in violation of any laws or ordinances.

16. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's ownership of the Conduit. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**

17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

18. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee

expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Conduit in its “as-is” physical condition and its “as-is” state of repair.

19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys’ fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee’s duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee’s approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19.1 Use of Conduit. Use of the Conduit in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Conduit not allowed under this Agreement, and any activity related to the use, modification, or repair of the Conduit.

19.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

19.3 Approval of Agreement. The approval of this Agreement by County.

19.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit C attached hereto and made a part hereof.

21. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Conduit arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

23. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

24. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to use the Conduit.

25. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY:                    County of Sonoma  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Santa Rosa, CA 95403

If to LICENSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee shall immediately cease all use of the Conduit and any improvements or additions thereto authorized by Section 6 hereof.

29. General Provisions.

29.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

29.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

29.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

29.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

29.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

29.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

29.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

29.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“LICENSEE”:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

“COUNTY”:

COUNTY OF SONOMA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Director, \_\_\_\_\_



## Attachment H – Insurance Requirements

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Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. [insert exact name of additional insured] shall be additional insureds for liability arising out of the Licensee's ongoing and completed operations with respect to the use, modification or repair of the Conduit.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. *Required Evidence of Insurance*:

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

**2. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

**4. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.

**5. Documentation**

- a. The Certificate of Insurance must include the following reference: [insert event name and date or other reference].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

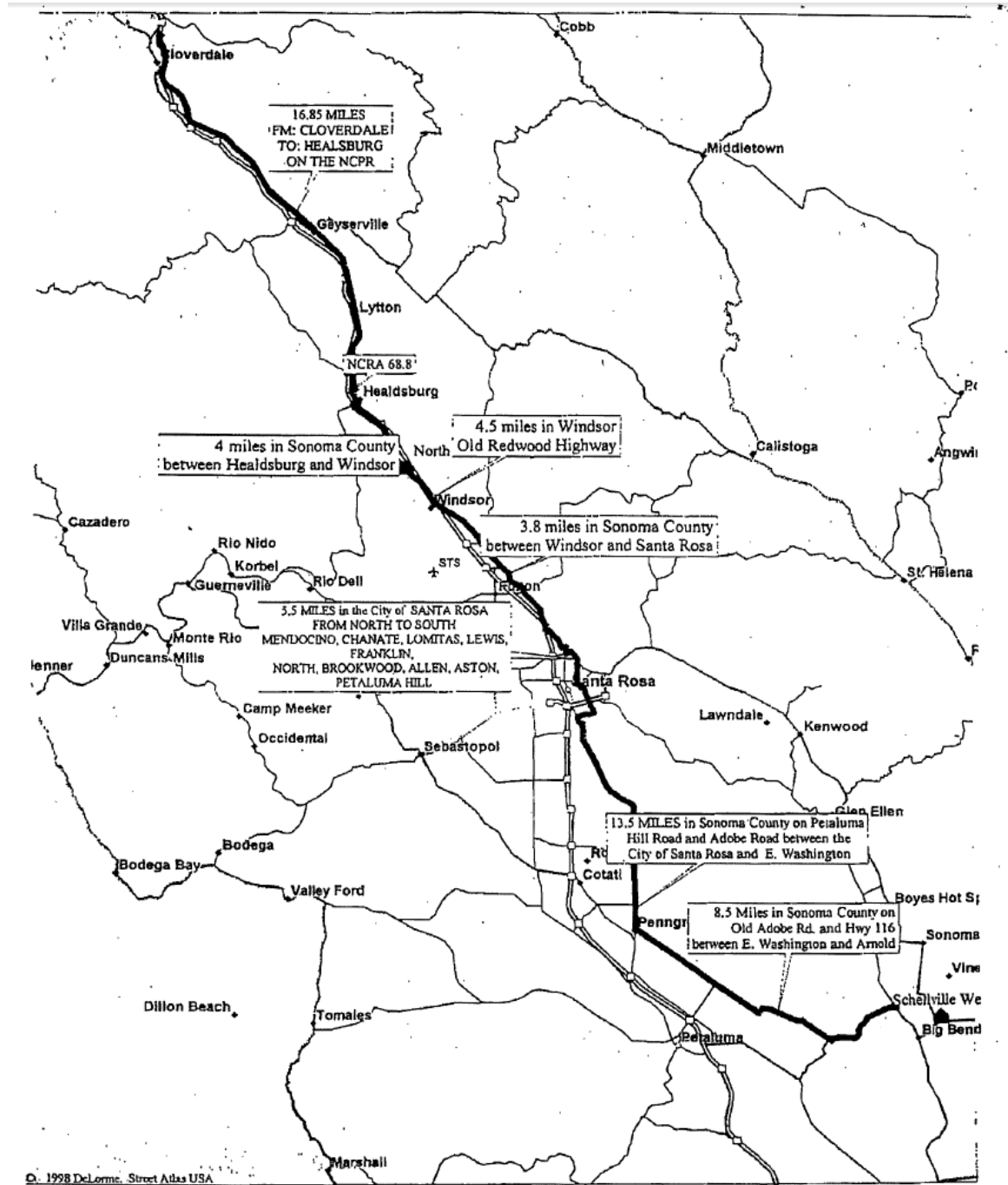
Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**7. Material Breach**

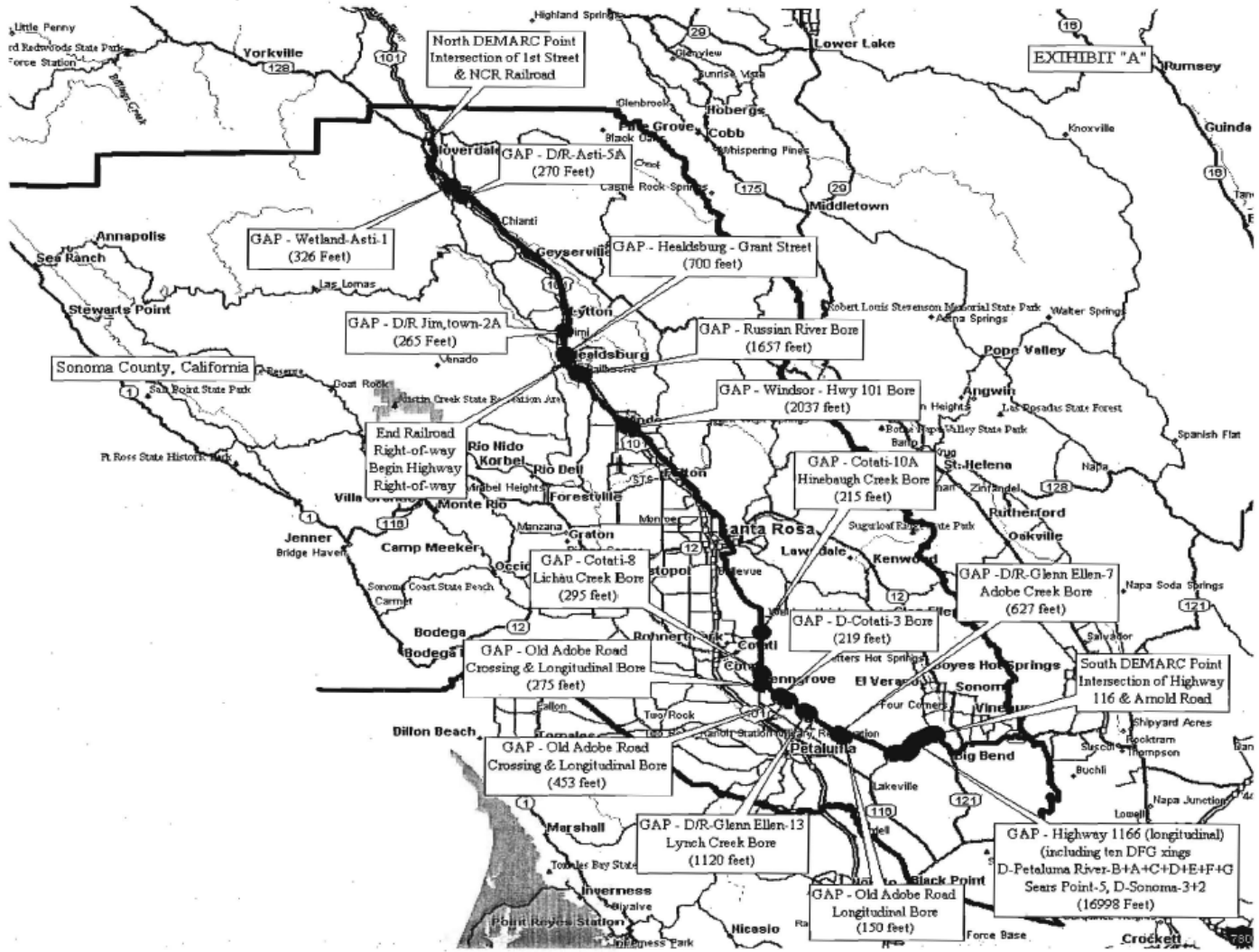
If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

# Attachment I – High Level Drawing

Note: Only the Segments noted as “In Sonoma County” are owned by the County of Sonoma.



Attachment J – Map and Gap List



The table below identifies the known gaps as identified at the time of construction, based on the as-built documentation produced by the original contractor / owner and its subcontractors. Sonoma County makes no warranties about the accuracy of the documentation or if the current state of the conduits matches the as-built documentation.

The table refers to a map copied within this RFP (for quick reference only) that summarizes the location of the known gaps. The additional documentation about these gaps can be found within the complete set of as-built documents that includes details on the gaps, including the measure length (in feet) of the gap and the location on the route. This information is copied into the table submitted below.

It should be noted that the detailed documentation identified three gaps not shown on the as-built summary map, referenced in the material as:

- Crossing ID: D/R-Healdsburg-22B; 534 feet
- Crossing ID: D/R-Healdsburg-21; 283 feet
- NWPRR (longitudinal) to West Grant St; 186 feet

In addition, the map shows a gap (Crossing ID: Highway 116 (longitudinal) including ten DFG xings) that is listed as 16,998 feet, but the tables show only a distance of 13,563 feet within Sonoma County. It is possible that distance difference is contained in other tables within other jurisdictions, but this has not been verified.

GAP Location Map ID	PDF File Name	Gap List PDF Page #	Item #	Alignment Page	Crossing Identification on GAP List Chart	Footage (FT)
Wetland – Asti – 1	Spread South 3	18	1.11	6	wetland (not DFG)	326
D/R Asti 5A	Spread South 3	18	1.11	21	D/R-Asti-5A	270
D/R-Jimtown-2A	Spread South 3	18	1.11	73	D/R-Jimtown-2A	256
Healdsburg- Grant St	Spread South 3	18	2.11	81	West Grant St (longitudinal)	700
Russian River Bore	Spread South 4A	18	2.11	98-101	Old Redwood Hwy (longitudinal) including Russian River bore	1657
Windsor Hwy 101 Bore	Spread South 4A	18	2.11	W16-W19	Town of Windsor (including DFG xings: (D/R/- Healdsburg K+L)	2037
Cotati 10A Hinebaugh Creek Bore	Spread South 4B	18	1.11	218	D/R-Cotati-10A (Hinebaugh Creek)	215
Cotati 8 Lichau Creek Bore	Spread South 4B	18	1.11	229	D/R-Cotati-8(Lichau Creek)	295
Old Adobe Road Crossing and Longitudinal Bore	Spread South 4B	18	1.11	235	Old Adobe Road (longitudinal)	275

D-Cotati 3 Bore	Spread South 4B	18	1.11	240	D-Cotati-3	219
Old Adobe Road Crossing and Longitudinal Bore	Spread South 4B	18	1.11	246	Old Adobe Road ( xing and longitudinal)	453
D/R-Glen Ellen-13 Lynch Creek Bore	Spread South 4B	18	1.11	247	D/R-Glen Ellen-13 (Lynch Creek)	1120
D/R-Glen Ellen-7 Adobe Creek Bore	Spread South 4B	18	1.11	257	D/R-Glen Ellen-7 (Adobe Creek)	627
Old Adobe Road Longitudinal Bore	Spread South 4B	18	1.11	273	Old Adobe Road (longitudinal)	150
Highway 116( longitudinal) (including ten DFG xings: D- Petaluma River- B+A+C+D+E+F+G; D- Sears Point -5; D- sonoma-3+2	Spread South 5 Vol 1	2	1.11	274-286	Highway 116( longitudinal) (including ten DFG xings: D- Petaluma River- B+A+C+D+E+F+G; D- Sears Point -5; D- sonoma-3+2	13563