

Request for Proposals (RFP) for
SMART-Net Intercity Network

Prepared For:

South Bay Cities Council of Governments



Sponsored by Los Angeles County Supervisor Mark Ridley Thomas, Second District, and the South Bay Workforce Investment Board, Inc.



Issued: June 13, 2018

Mandatory Pre-Proposal Meeting: Thursday, June 28, 2018, 1:30 PM PST

Final Questions Due: Monday, July 9, 2018, 5:00 PM PST

Proposal Deadline: Tuesday, September 4, 2018, 5:00 PM PST

Contact Information:

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(310) 371-7222

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Part I: Introduction

1.1 SBCCOG and SBWIB

The South Bay Cities Council of Governments (hereafter “SBCCOG”) is a joint powers authority government agency. Its mission is to provide a leadership forum for sixteen (16) South Bay cities as well as the unincorporated areas of Los Angeles County, CA, to act collaboratively, and to advocate for regional issues to strengthen economic development and improve transportation and the environment. For the purposes of this proposal, the areas of the City and County of Los Angeles are not included. (See map, below.)

The South Bay Workforce Investment Board, Inc. (hereafter “SBWIB”) provides policy guidance to eleven (11) South Bay member local governments to support workforce development in the region while creating opportunities for workers to prepare for well-paid careers.



1.2 Objectives

SBCCOG is soliciting proposals from qualified Proposers to form a public-private partnership (hereafter “P3”) to achieve the following objectives:

1. Develop and implement a single, resilient, secure, intercity network connected by a regional fiber-optic backbone, SMART-Net (hereafter “SMART-Net” or “the project”);
2. Connect with up to two (2) geographically diverse internet points of presence (PoPs);
3. Connect with and provide lit broadband services for:
 - a. City Halls of the 15 SBCCOG member cities, and their primary and secondary data centers;
 - b. Government and community anchor buildings specified later in this request for proposals (“RFP”);
4. Provide bandwidth speeds for SMART-Net entities of 1 Gbps, 2 Gbps, 10 Gbps, and 100 Gbps;
5. Provide a /27 public IPv4 subnet for SBCCOG use at each internet PoP;
6. Provide a /27 public IPv6 subnet for SBCCOG use at each internet PoP;
7. Provide ongoing operations and management for SMART-Net infrastructure and lit services;
8. Later and at the request of member cities, provide future connections of traffic lights, street lights, other poles, bus shelters, etc. via fiber to the SMART-Net backbone for access to both data centers of SBCCOG member cities;
9. Permit the P3 to offer retail broadband services to commercial and not-for-profit entities, other community anchor institutions, and residences within the boundaries of the member cities.
 - a. Within the boundaries of any member city, P3 may request of either SBCCOG or SBWIB an introduction or referral to any entity, on a case-by-case basis. SBCCOG or SBWIB may choose to decline the request.
 - b. Retail services must be offered at bandwidth speeds of 1 Gbps, 2 Gbps, 10 Gbps, and 100 Gbps.

For SBCCOG, the multiple goals of SMART-Net are to enhance economic development and business retention; to offer wholesale broadband within South Bay cities to government buildings and community anchors; to enable and support planning for public WiFi and Smart City activities; and to provide a base for retail pricing to commercial and not-for-profit entities, and to residences in the South Bay.

For the selected Proposer, who will be deemed the “Contractor” after satisfactory execution of a valid contract with SBCCOG, the expected goal of SMART-Net is to obtain long-term commitment for revenue streams tied to broadband offerings. There may be other goals.

This RFP describes the general rules for preparing and submitting proposals, along with SBCCOG’s requirements for the project. Proposer shall submit a written proposal, which presents the Proposer’s qualifications and specific needs, and include details outlined below in: Section III. Qualification. The proposal should be prepared in a clear and concise manner,

should include proposed SMART-Net route, technical design with two pricing scenarios, and should provide all the information that is considered pertinent to the project as outlined. Full details on required proposal content are included in later sections.

SBCCOG reserves the right and sole discretion to reject all proposals based on its own cost-benefit analysis and is not obligated to respond or negotiate partnerships with any Proposer.

Failure to comply with the requirements or to provide the requested information may result in rejection of a proposal.

1.3 Pre-Proposal Meeting

A mandatory pre-proposal meeting is scheduled for Thursday, June 28, 2018 at 1:30 PM PST, at the SBCCOG offices, Theatre Board Room, 20285 S Western Avenue, Torrance, CA 90501, Suite #100.

1.4 Inquiries

No interpretations of the meaning of the specifications or other documents will be made to any Proposer orally. If any Proposer has questions 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 SBCCOG contact:

Aaron Baum
20285 S Western Avenue, #100
Torrance, CA 90501
aaron@southbaycities.org, 310.371.7222

To be given consideration, the questions must be received not later than Monday, July 9, 2018 at 5:00 PM. SBCCOG'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 SBCCOG website:

<http://www.southbaycities.org/opportunities/request-proposal-rfp/SMART-Net/>

1.5 Background

SBCCOG seeks a qualified fiber-optic network owner / operator for implementing and operating a regional fiber-optic network for South Bay area municipal facilities with future opportunities to connect area anchor institutions, businesses, and possibly residents.

SBCCOG includes 16 municipalities spread across Los Angeles, CA, South Bay. It wishes to coordinate and facilitate broadband connectivity for local government, Smart City, improved quality of life, economic development, and workforce development. The SBWIB consists of fifty-one (51) members who represent stakeholders in business, labor, education, economic development and other community organizations.

In July 2016, SBCCOG and SBWIB partnered with Magellan Advisors to develop a Fiber Optic Master Plan. This plan addressed growing concerns of several economic trends within the South Bay area and concluded that the improvement of broadband availability and speeds through the development of a multi-city middle-mile fiber-optic backbone is imperative to the economic and quality-of-life interests of the members of SBCCOG and SBWIB. This advanced regional technology network, South Bay SMART-Net, will provide connectivity throughout the region through a public-private partnership.

The selected Partner will enable economic development and workforce development capabilities by providing private lit connections through an intercity network, supporting the fiber-optic needs of government agencies, community anchors, businesses and residents within the South Bay area.

Part II: Scope of Work

2.1 Introduction

The planned South Bay SMART-Net will be a resilient, secure network connecting the city facilities of SBCCOG members who choose to become a part of the network. While some city members of SBCCOG have existing city-wide networks, the SMART-Net will allow for the building of laterals to city facilities, community anchors, businesses and residences to complete a robust, multi-city broadband infrastructure.

The intention is not to build a network from scratch but rather to leverage existing fiber assets in the South Bay region and construct connections between city facilities and the SMART-Net backbone to connect anchor institutions, and commercial and not-for-profit entities to the internet PoPs. Prior to award, individual SBCCOG member cities may opt out of participation. However, SMART-Net route design should plan for connections to all SMART-Net buildings (listed in Attachments A and B) and must ensure a contiguous backbone ring regardless of the number or location of participating member cities. Task orders for construction, as issued, will explicitly define which buildings will be connected.

Once the SMART-Net inter-city network has been built and is operational, SBCCOG intends for the selected Partner to operate and maintain the network for the life of the contract.

2.2 Narrative Description of Proposed SMART-Net Solution

Proposer shall provide a complete narrative of their proposed SMART-Net solution. The narrative shall fully describe the SMART-Net architecture including the transport and access technology, core / access equipment collocations in SBCCOG facilities; what network services will be provided to buildings; how laterals will be provided to participating member cities; customer premise equipment (CPE) and inside plant (ISP) requirements; methods for provisioning service; proposed project schedule for completing backbone and connecting all Phase 1 sites (as defined in Attachment A – SMART-Net Site Summary); target service levels;

summary of project management methodology; testing and quality assurance processes for providing lit services, means of securing lit transport services, etc. This narrative shall not exceed five (5) pages.

Supporting schematics are required including a logical network diagram, proposed fiber backbone and laterals to SBCCOG facilities in KMZ files, and a PDF schematic of the proposed fiber routes.

2.3 Design of Core SMART-Net Intercity Network

Proposer shall design proposed core SMART-Net route. Two attachments are provided for SMART-Net network and route design:

- Attachment A – SMART-Net Site Summary, which includes all buildings to be connected as identified by SBCCOG member cities, along with additional medical and health entities, all covered under this RFP;
- Attachment B – SMART-Net Building Footprints, for all Phase 1 and Phase 2 sites, denoting preferred points of entry into buildings.

SMART-Net fiber routes will be designed by Proposer, considering planned connections to all Core SMART-Net buildings as outlined:

- Phase 1 (required) - Core SMART-Net buildings are listed in Attachment A – under “SBCCOG Member City Halls” and “SBCCOG Member Data Centers”;
- Phase 1 (required) - Two internet PoPs (required) – suggested sites include:
 - Los Angeles, CA - One Wilshire Blvd (required);
 - El Segundo, CA – 1920 Maple Avenue (Equinix) (Proposer may suggest alternative second diverse PoP);
- Phase 2 (Expected) - SBCCOG Member Add'l Buildings – These sites are listed in Attachments A, under “SBCCOG Member Add'l Buildings”, and are expected to be connected as Phase 2 of implementation;
- Point of entry into each building listed in Attachment A is schematically denoted in Attachment B.

SMART-Net routes will be submitted via KMZ file, denoting and distinguishing by class:

- Existing fiber routes – using existing fiber owned or controlled by Proposer;
- New fiber routes – covering inter-connection to create a resilient, secure backbone ring, and requiring new fiber installation, or leasing of fiber from third-parties;
- Both internet PoPs;
- Phase 1 SMART-Net sites (SBCCOG Member City Halls, Data Centers);
- Phase 2 SMART-Net sites (SBCCOG Member Add'l Buildings);
- Proposed lateral connections to all Phase 1 and Phase 2 sites.

Pre-existing fiber assets within the South Bay area will be considered in the scope of construction of the intercity network. Although there are gaps within the existing networks

which will need to be built out to complete the resilient structure, much of the construction will consist of connecting existing city networks to the larger intercity network.

SBCCOG make no offer of use of any municipally-owned fiber or conduit with this RFP. Consequently, no maps of existing fiber or conduit are provided. Proposer may seek conduit access and/or dark fiber leasing agreements with owners of those assets, including but not limited to the Los Angeles Department of Water and Power (DWP), and others. SBCCOG encourages Proposers to do so.

2.4 Implementation of Core SMART-Net Intercity Network

Phase 1 includes core SMART-Net ring, along with connections to participating SBCCOG member City Halls and Data Centers. Phase 1 implementation will be managed by SBCCOG, with approval from participating cities. After award, a final schedule will be agreed between Proposer and SBCCOG. Task order for Phase 1 will be issued by SBCCOG on behalf of all SBCCOG members.

Member cities who choose to participate in SMART-Net as part of Phase 1 implementation will be deemed “Early Adopters”. Financial advantages accrue to Early Adopters, as they will earn a discounted monthly recurring cost (MRC) for services in the first year of operation at each building. The one-year discount will commence on the date broadband lit services are provided at any building in the Early Adopter jurisdiction, independent of when services are provided. (As an example, City X elects to participate during Phase 1. It has three buildings to be connected, two on month one, day one of SMART-Net, and a third which will require lateral connection, and to which services will be provided starting on month seven, day one. The first two buildings will receive discounted services for one year, starting day one; full MRC begins in month 13. For the third building, discount begins on day one of service (month seven of SMART-Net operation) and continues for one year; full MRC at that building begins in month nineteen, after the one-year anniversary date of service. (The list of buildings to be connected for each member city shall be defined prior to issuance of the task order for Phase 1.)

Phase 2 includes each SBCCOG member additional buildings. Task orders for Phase 2 buildings will be issued by SBCCOG member cities directly to Contractor, with copies to SBCCOG. Phase 2 schedules will be agreed between Proposer and each SBCCOG member. Day-to-day installation activities will be coordinated directly between Proposer and SBCCOG member.

2.5 Intra-City Transport

Each SBCCOG member city may individually elect to route its government traffic within its virtual city network, from each government building to its primary and/or secondary data centers, where the city will manage internet access from data centers using its own firewalls, etc. This election will be made prior to Phase 1 for each member city.

Proposer shall be required to offer intracity transport connectivity at similar speeds as are offered for internet connectivity. Proposer shall specify whether it is recommending layer 2 transport, layer 3 transport, or both, with choice by individual member city.

2.6 SMART-Net Network Operations

Proposer shall be required to operate, maintain and provide support for SMART-Net. This includes all enrolled SBCCOG member (at Phase 1 and Phase 2) sites.

Proposer shall provide 24x7 availability. Proposer shall be permitted one scheduled off-peak (12:01 AM – 6 AM local time) quarterly maintenance outage not to exceed four (4) hours in duration with two (2) weeks' prior written notice. Unanticipated outages due to emergencies shall be followed with a post mortem report delivered to SBCCOG not more than five (5) business days after the outage has occurred.

Proposer shall provide a network operations center (NOC), to be available 24x7. Incident tickets may be created and submitted to Contractor via phone or email.

Quarterly reports of outages, both planned and unplanned, shall be provided to each member city, for services provided to each building in its jurisdiction, and to SBCCOG, in aggregate, for all services covered under this contract. Contact information at each member city and for SBCCOG will be defined as an attachment to the awarded contract.

2.7 Enabling Public WiFi, Smart Cities and Small Cells

After Phase 1 SMART-Net is operational, Proposer shall offer the ability for individual SBCCOG members to request enabling poles or external building points for public, external WiFi access points, and/or 5G small cell and other internet protocol-enabled (IP) connections to support Smart City applications. Enabling external WiFi access points and small cells will require identification of pole sites (traffic signals, street lights, bus shelters, other building appurtenances, etc.) by SBCCOG members; those connection points will require SBCCOG member to specify latitude and longitude, and optionally, elevation (if required). Day-to-day installation activities will be coordinated directly between Proposer and SBCCOG member.

2.8 Additional Scope Considerations

SMART-Net will be required to support secure, encrypted transmission of personal health information (PHI), as defined in the Health Information Portability and Accountability Act of 1996 (HIPAA).

SMART-Net operations will not be provided to Schools in any jurisdiction during initial implementation. In later phases, connections to schools may be considered at same rate structure as other government buildings; later implementation may also be subject to E-Rate funding and reimbursement considerations.

SMART-Net operations will not be required to conform with Criminal Justice Information Services (CJIS) requirements for public safety networks.

2.9 Proposer Rights to Offer Retail Broadband

After Phase 1 SMART-Net is operational, Proposer shall have the ability to offer retail broadband to any entity within the SMART-Net service area. This includes commercial entities, community anchors (libraries, recreation and parks sites, senior centers, health facilities, public open spaces, etc.), other not-for-profits, and residential buildings (multi-tenant or single family). SBCCOG and/or SBWIB will provide introductions to local entities on a case-by-case basis, if requested by the Contractor.

SBCCOG shall encourage the efforts of the P3 Contractor to offer retail broadband services to commercial and not-for-profit entities, other community anchor institutions, and residences within the boundaries of the members. Contractor must offer retail services at bandwidth speeds of 1 Gbps, 2 Gbps, 10 Gbps, and 100 Gbps. SBCCOG encourages offering of symmetrical broadband speeds.

Contractor shall be responsible for any permits, licenses, fees, scheduling, according to the then-current regulations of the respective SBCCOG member cities in which work is being performed and/or building is located.

2.10 Invoicing for SMART-Net Intercity Network Services

Invoicing shall begin once lit services are provided to any SMART-Net building (City Halls, Data Centers, Phase 2 Add'l Buildings). This includes any one-time, non-recurring costs (NRC) and any MRC, invoiced regularly. Invoices shall be delivered to each member City. Payments are payable by members directly to Contractor, on standard payment terms defined by Proposer.

Copies of all invoices shall also always be provided to SBCCOG at the following email address:

brooke@southbaycities.org

2.11 Quarterly Reporting

Once SMART-Net is operational, at the end of each quarter, Contractor shall provide to SBCCOG a summary of services provided, arranged by SBCCOG member, by building, along with invoiced payment amounts.

SBCCOG reserves the right to perform an audit of offered services to SBCCOG members (Phase 1 and Phase 2 sites) with Contractor at a frequency not greater than once every two (2) years, beginning with the first day of the quarter following the contract award date.

2.12 Service Cancellation at Building Site

After twelve (12) months of lit service at a specific building address, a member may choose to terminate its service at that location by providing ninety (90) days' written notice to the Contractor. There shall be no early termination fees.

2.13 Service Level Agreement

SBCCOG seeks Service Level Agreement (SLA) between the Contractor and each of the member cities. The SLA applies separately to each member city.

Service Level Definitions

- a. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which internet access to any of the buildings in the member city jurisdiction is unavailable. Monthly Uptime Percentage measurements exclude scheduled planned downtime for which prior notice has been timely given.
- b. "Unavailable" means when internet access is not active, for any reason.
- c. "Service Credit" is a dollar credit, calculated as set forth below, that Contractor will credit back to a member city account in the month following the credit being earned.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total MRC charges charged to the member city (excluding one-time NRC payments) affected for the monthly billing cycle in which the unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 97.0%	30%
Less than 97.0% but equal to or greater than 95.0%	50%
Less than 95.0%	100% (full credit)

Contractor will apply any Service Credits due the member city against future monthly billings in the quarter following the cycle in which the unavailability occurred, as noted in the quarterly reports supplied to member city, as provided by Contractor. Service credits will not be paid in cash, nor will they be owed if the service credit in a monthly billing cycle is less than one dollar (\$1 USD).

Credit Request and Payment Procedures

To receive a Service Credit, SBCCOG member city will submit a claim to Contractor's Help Desk ticketing system based on monthly availability reports at the specific building. To be eligible, the credit request will be received by Contractor by the end of the second billing cycle after which the incident occurred and will include:

- d. The words "SBCCOG SLA Credit Request (Member City) (Building Address)" as the subject;

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- e. The dates and times of each Unavailability incident that member city is claiming;
- f. Request logs that document the errors and corroborate the claimed outage.

2.14 Term of Agreement

At SBCCOG's discretion in consultation with the participating SBCCOG agencies, the term of the contract shall be either of:

- Three-Year Term – with four (4x) 3-year renewals, at SBCCOG sole option;
- Five-Year Term – with two (2x) 5-year renewals, at SBCCOG sole option;
- Fifteen-Year Term – with no renewals.

Proposers are required to submit pricing proposals on all three (3) possible contract terms.

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

Part III. Proposer Pricing

Proposer shall complete SMART-Net Proposer Pricing Template (Attachment C) in its entirety.

3.1 Pricing for SMART-Net

1. Proposer shall offer SMART-Net pricing in two scenarios:

- NRC Plus MRC (Scenario A) – Pricing includes:
 - One-time Non-Recurring Costs (NRC) for initial implementation – NRC may include one-time charges for PoP connection; any additional new fiber; lateral connections to Phase 1 and Phase 2 buildings; electronics required to light fiber), inside plant cabling (ISP, from point of entry to rack space closet; etc.).
 - Monthly Recurring Costs (MRC) – once installed, monthly lit services charges to Phase 1, Phase 2 buildings.
- MRC-Only (Scenario B) – Once installed, monthly recurring for lit services charges to Phase 1, Phase 2 buildings.

2. Proposer shall offer SMART-Net pricing for both internet access and for intra- and inter-city transport, at all requested bandwidth speeds.

3. For each of the two pricing scenarios, and for internet and intra- and inter-city transport, Proposer shall offer pricing for all services at three possible contract terms:

- Three-Year Term – with four (4x) 3-year renewals, at SBCCOG sole option;
- Five-Year Term – with two (2x) 5-year renewals, at SBCCOG sole option;
- Fifteen-Year Term – with no renewals.

4. Proposer shall offer pricing for lit services for Phase 1 and Phase 2 buildings at bandwidth speeds of 1 Gbps, 2 Gbps, 10 Gbps, and 100 Gbps.

5. Proposer shall offer “Early Adopter” Discount Pricing - Member cities (and other participating entities listed in Attachment A) which choose to participate in SMART-Net as part of initial implementation, whether Phase 1 or Phase 2, will be deemed “Early Adopters”. Early Adopters are entitled to a discounted MRC for services in the first year of operation at each building. The one-year discount will commence on the date broadband lit services are provided at any government building in its jurisdiction, independent of when services are provided. (See “Implementation of Core SMART-Net Intercity Network”.) Proposer shall offer incentive discounts for first year of operation, measured as a percentage discount to standard MRC at any building to which lit services are provided.

6. Proposer shall offer pricing for public IPv4 addresses and public IPv6 addresses.

3.2 Pricing for Public WiFi and Enabling Smart Cities and Small Cells

Proposer shall offer pricing for enabling public WiFi, and enabling Smart Cities and Small Cells, in two scenarios:

- NRC Plus MRC (Scenario A) – NRC includes one-time connection charges of fiber to core SMART-Net and back to requesting SBCCOG member data centers, plus any limited recurring charges.
- MRC-Only (Scenario B) – monthly recurring costs only.

Retail Broadband

SBCCOG shall encourage the efforts of the P3 Contractor to offer retail broadband services to commercial and not-for-profit entities, other community anchor institutions, and residences within the boundaries of the members Contractor must offer retail services at bandwidth speeds of 1 Gbps, 2 Gbps, 10 Gbps, and 100 Gbps. SBCCOG encourages offering of symmetrical broadband speeds.

3.3 Proposer Pricing Template Instructions

Proposer shall complete the Excel spreadsheet (Attachment C – Proposer Pricing Template), which will serve as a basis for comparing and evaluating pricing and costs.

3.4 SMART-Net Reporting and Administrative Fees

Monthly after contract execution, Contractor shall provide supporting reports of gross revenues to SBCCOG, sorted by SMART-Net member and by addresses of each Phase 1 and Phase 2 buildings. The report should indicate building address, bandwidth provided and monthly and fiscal year-to-date revenues. Contractor shall also provide supporting reports of gross revenues, for each member city, indicating building address, bandwidth provided and monthly and fiscal year-to-date revenues. Contact information at each member city and for SBCCOG will be defined as an attachment to the awarded contract.

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Monthly, on a 60-day lag from invoicing period, Contractor shall remit to SBCCOG a Member Administrative Fee (MAF) of 2.00% of gross revenues for lit Phase 1 and Phase 2 sites.

For Public WiFi and Smart City pole connections, Contractor shall provide supporting reports monthly of counts and locations of connected poles / shelters / etc., sorted by SBCCOG member. On a 60-day lag from invoicing period, Contractor shall remit to SBCCOG a Pole Administrative Fee (PAF) of 2.00% of gross revenues.

3.5 Referral Fee

Contractor may ask SBCCOG or SBWIB to introduce or otherwise provide a referral in support of Contractor seeking to provide retail broadband services to a commercial or not-for-profit business, or other community anchor institutions, or residences, as outlined in “Proposer Rights to Offer Retail Broadband”. SBCCOG or SBWIB may choose to decline the request. In the event an introduction or referral is made, and a sale for services is completed, the referring entity (either SBCCOG or SBWIB) shall earn a one-time Referral Fee of 1.5% of anticipated first year billings, payable 60 days after initial service is provided to the third party.

FINAL

Part IV: Proposal Preparation and Submission Instructions

4.1 General Instructions

- a. To be considered for selection, Proposer must submit a complete proposal response to this RFP by the deadline. Identical proposals must be submitted both electronically and in hardcopy.
- b. Proposals shall be submitted electronically:
 1. Via email to: info@southbaycities.org
 2. The cumulative size of the email, the proposal and all attachments must not exceed 24 MB.
 3. Completed Proposer Pricing Template attachment must be in .xlsx format.
- c. Proposal shall also be submitted in hardcopy.
 1. Five (5) complete, printed sets of proposals, including attachments, shall be submitted.
 2. Proposals shall be marked and submitted in sealed envelopes properly addressed:

South Bay Cities Council of Governments
Attn: Fiber Optic Network RFP
20285 S. Western Avenue
Torrance, CA 90501
 3. Proposals shall cite the Proposer's name, address and primary contact information.
- d. No other distribution of the proposal shall be made by the Proposer.
- e. All information requested should be submitted. Failure to submit all information requested may result in SBCCOG requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or which lack key information may be rejected by SBCCOG.
- f. Proposals shall be signed by an authorized representative of the Proposer. Proposals must give the full business address of the Proposer and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When

requested by SBCCOG, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- g. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- h. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as additional material.
- i. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of a Proposer to satisfy a "must" or "shall" requirement does not automatically remove that Proposer from consideration; however, it may adversely affect the overall rating of the proposal.
- j. Ownership of all data, materials, and documentation originated and prepared for SBCCOG pursuant to the RFP shall belong exclusively to SBCCOG and may be subject to public inspection. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure if so noted at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. All proposals must be received at the proper location listed in this RFP and by the deadline time (local time prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by SBCCOG. SBCCOG is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the Proposer to see that proposals are received on time and in the proper location.
- k. Oral Presentation: A Proposer who submits a proposal in response to this RFP may be required to give an oral presentation of their proposal to SBCCOG. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SBCCOG will schedule the time and location of these presentations.

- I. Proposer shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the Proposer to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

4.2 Specific Proposal Instructions

Proposals shall be submitted both electronically (via email) and in sealed envelopes or packages, as earlier described. Complete proposals shall contain the proposal, proposed SMART-Net network routes, fully completed pricing template, and supporting documents. Proposer must include copies of all required documents, executed as directed.

Proposer is required to submit the following items to be deemed a complete proposal.

- a. Statement of Qualifications and Experience
- b. Narrative Description of Proposer's SMART-Net solution.
- c. Completed Proposer Pricing Template (electronically as .xlsx file).
- d. Proposed Implementation Schedule – including completion of backbone, constructing lateral connections to all Phase 1 sites, and providing lit services for all Phase 1 sites.
- e. All documents specified in Part VII: General Terms and Conditions.

Part V: Proposer Qualifications and Experience

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 the submitted 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.

- g. Identify the full legal name, address, and Employer Identification Number (EIN) of the Proposer. Specify the legal structure of the firm making the proposal. Identify the organizational structure for the project, the management approach, and how each participant and major subcontractor in the structure fit into the overall team.
- h. Specify the name, title, address, phone number, fax number and email address of the individual who will serve as the point of contact for the Proposer.
- i. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project, including experience with design and construction of government and public safety facility projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience, and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project. Provide a list of past projects that have been completed by the same team proposed for this project.

- j. For major subcontractor (at minimum the general contractor, architect, civil, structural, mechanical, and electrical engineers) that will be utilized in the Project, provide a list of the firm’s prior projects and clients for the past three (3) years and contact information for the same (name, address, telephone number, email address). If a firm has worked on more than ten (10) projects during this period, it may limit its prior project list to ten (10) but shall first include all projects similar in scope and size to the project and, second, it shall include as many of its most recent projects as possible.
- k. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of five percent (5%) or greater.
- l. Identify any persons known to the Proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project.

Part VI: Review and Evaluation of Proposals

6.1 Proposal Evaluation

As proposals are received, SBCCOG, SBWIB, and member cities shall review and evaluate proposals for responsiveness to the RFP. SBCCOG may also investigate qualifications of any Proposers, and SBCCOG may request clarifications of proposals directly from any Proposers.

An interview of Proposers may be scheduled to facilitate evaluation of each proposal. Proposals with advantageous financial impact for SBCCOG will not necessarily be selected on that basis alone; SBCCOG will select proposals that are most advantageous to SBCCOG member cities. 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. There should be positive financial impact on the revenue streams (e.g. reduced costs) of SBCCOG member cities, through lower rates for enhanced services that exceed those received today.
References	At least three (3) recent references from customers which are capable of documenting: (a) Proposer’s ability to manage contracts which provide similar services and interconnections; (b) quality and breadth of services offered by Proposer.
Economic Development Stimulus	Proposal’s potential impact on improving the competitive environment in the South Bay region, and indirectly attracting and retaining businesses, increasing employment, improving wages, and generally raising the profile of the region as a destination for economic activity.

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.
Qualifications	Including legal status, financial stability, education, certifications, experience and past performance of the Proposer and its agents, employees and sub-consultants/contractors.
Public Benefit	Proposal clearly outlines, defines, and describes the public benefit to all residents of the South Bay Cities that will improve safety, efficiency, or quality of life.
Technological Advancement	Proposed Smart City equipment and applications demonstrates a clear improvement over existing equipment and technology, enabling expanded use of Smart City applications and data and placing the South Bay at the forefront of utilizing technology to create a more efficient, safer, and convenient urban environment.

6.2 Right of SBCCOG to Reject Proposals

SBCCOG reserves the right to reject any or all proposals at 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 South Bay Cities Council of Governments member cities.

6.3 Award of Agreement

SBCCOG reserves the right to negotiate the terms of the Agreement for this project with one or multiple Proposers. Upon completion of the review/evaluation, SBCCOG 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 SBCCOG.

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

The selected Proposer shall be deemed the "Contractor" upon award and satisfactory contract execution.

6.4 Costs of Proposal Preparation

SBCCOG 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.

6.5 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 SBCCOG after the proposal submission deadline.

There is no assurance that a contract will be awarded to any Proposer. SBCCOG reserves the right to withdraw this RFP at any time.

Part VII: General Terms and Conditions

7.1 Public Record and Non-Disclosure Agreements

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

- m. Unless otherwise compelled by a court order, SBCCOG will not disclose any proposal while SBCCOG conducts its deliberative process in accordance with the procedures identified in this RFP. However, after SBCCOG either awards an agreement to a successful Proposer, or SBCCOG rejects all proposals, SBCCOG shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*) unless there is a legal exception to public disclosure.
- n. If a Proposer believes any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal “Confidential”; (2) upon request from SBCCOG, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the SBCCOG regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.
- o. Proposer shall submit a fully-executed Mutual Non-Disclosure Agreement (NDA) (Attachment D) without modifications.
- p. 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.

7.2 Written Agreement

The selected Proposer will be required to enter into a written contract agreement with SBCCOG under which the Proposer and SBCCOG and its members will undertake the obligations described in this RFP. The written agreement shall be in the form of SBCCOG’s standard

contract and shall not be modified except as it pertains to the scope of services in the written agreement.

This RFP, any issued addenda, and the proposal response for the Contractor shall be incorporated by reference into the final contract.

7.3 Conflict of Interest

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

7.4 Insurance

The Proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in SBCCOG's standard Consultant and Professional Services Agreement (Attachment D). A current copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) shall be submitted with the RFP.

The successful Proposer shall submit a Certificate of Insurance (with endorsements) that names the South Bay Cities Council of Government (SBCCOG) as additional insured concurrently with the execution of the written agreement and prior to the commencement of any services.

7.5 Business Licenses

The successful Proposer must either possess current, valid business licenses in Los Angeles County, CA, and in the jurisdiction requesting service; or must have submitted a business license application(s) and fee at the time of agreement award.

7.6 Indemnification

Contractor will, at its expense, defend any claims brought against SBCCOG, its directors, officers or agents, and each of its member cities (collectively, "Indemnitees") from:

- q. Any claim that, if true, would constitute a breach of the Agreement by Contractor;
- r. Any claim related to injury to or death of any person (e.g., worker claims) or damage to any property arising out of or related to performance of any work;
- s. Any claim that otherwise arises from the acts or failures to act of Contractor or its agents;
- t. Any claim related to its rights to offer, and its consequent obligations to deliver, retail high-speed lit broadband services to commercial and not-for-profit entities, other community anchor institutions, or residences, as outlined in "Proposer Rights to Offer Retail Broadband".

Contractor will indemnify and hold harmless the Indemnitees from any costs, damages, and fees (e.g., attorney fees, the fees of other entities or professionals, actual damages, liquidated

damages, consequential damages, etc.) reasonably incurred by any of them that are attributable to any such claim.

7.7 Termination for Convenience

SBCCOG shall have the right in its absolute discretion to terminate this Agreement for convenience, in whole or in part, at any time and for any or for no reason, without incurring any liability, upon no less than thirty (30) days' prior written notice to Contractor. If SBCCOG terminates this Agreement for its convenience, then Contractor shall have no other right to compensation or payment except for actual services rendered. Upon receipt of the notice, Contractor immediately shall stop performing new services under this Agreement on the date and to the extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice.

7.8 Public Statements

Contractor shall not use or reference the Name or Emblem of the SBCCOG in issuing and press releases or otherwise making any public statement with respect to this Contract without the express prior written consent of SBCCOG.

Contractor shall not use or reference the Name or Emblem of the SBWIB in issuing and press releases or otherwise making any public statement with respect to this Contract without the express prior written consent of SBWIB.

7.9 Protests

A protest may be filed against this request for proposal notice under the following procedure.

Grounds for Protest

Grounds for proposal protests shall be limited to computation errors, or violations of local, state, or federal law related to services offered by the Proposer.

Standing to Protest

Any person or entity that submitted a proposal may file a protest under this procedure. An individual or entity may not file a protest on behalf of an individual or entity that the protestor is not directly affiliated with. An interested trade association or industry group may file a protest under this procedure provided that the trade association or industry group identifies in its protest the basis of its interest in this notice inviting proposals.

Grounds for Protest

Grounds for protests shall be limited to computation errors, or violations of local, state, or federal law relating to the determination of the most responsible proposer.

Content of Protest

Protests must be submitted in writing. Oral, facsimile, and e-mail protests will be rejected. Protests must be complete at the time of submittal and may not be supplemented after

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submittal. Protests must identify this request for proposal by name and number. Protests must identify the grounds for the protest and must state all factual and legal grounds for the protest. An individual or entity may not submit more than one protest. Protests must include copies of all documents forming the basis for the protest. Protests must be signed by the person submitting the protest.

Filing Protest

Protests must be filed at the offices of the South Bay Cities Council of Governments (SBCCOG), 20285 S Western Avenue #100, Torrance, CA 90501.

Time for Protest

Protests of this request for proposals process, specifications, or terms and conditions of the solicitation must be submitted to SBCCOG by 5:00 PM local time at least five (5) calendar days prior to the proposals submittal deadline. Protests received after this time and date will be rejected as untimely. If the fifth calendar day falls on a closed Friday, or Saturday, or Sunday, then the protest must be filed by the following Monday, by 5:00 PM local time. If the fifth calendar day falls on a holiday observed by the SBCCOG, then the protest must be filed by the next day by 5:00 PM local time.

Copy of Protest to Expected Selected Proposer

A complete copy of the protest shall be provided by the party filing the protest to the expected selected proposer identified in this request for proposals. The protest copy shall be provided at the same time and date as is required for filing the protest.

Protest Evaluation

Evaluation of protests will be made by SBCCOG in consultation with attorneys for SBCCOG and the member cities.

No Hearing on Protest

No hearing will be held on protests; evaluation of protests will be made solely upon the written documentation submitted.

Sustaining of Protest

A protest will be sustained if the SBCCOG determines that there has been a computation error or a violation of law that alters the evaluation results.

Decision on Protest

After evaluating all protest(s), the SBCCOG shall issue a written decision sustaining or denying the protest(s). The written decision on the protest(s) shall contain a statement of the reason for sustaining or denying the protest. The decision of the SBCCOG shall be final.

Time for Decision re Protest

SBCCOG decision re protest(s) shall be in writing and shall be communicated to the protesting proposer(s) via U.S. Mail, by 5:00 PM of the fifth business day after the deadline for submittal of protests.

Stay of Award of Contract

The contract for this notice inviting request for proposals that is the subject of one or more protests shall not be awarded until after SBCCOG's decision re the protest(s) has been communicated to the protesting proposer(s).

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Part VIII: Attachments

- 8.1 Attachment A – SBCCOG SMART-Net Site Summary
- 8.2 Attachment B – SBCCOG Building Footprints, with Points of Entry
- 8.3 Attachment C – SBCCOG SMART-Net Proposer Pricing Template
- 8.4 Attachment D – SBCCOG Mutual Non-Disclosure Agreement
- 8.5 Attachment E – SBCCOG Letters of Support for Fiber Optic Network

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