

Yolo Local Agency Formation Commission Request For Proposals



To prepare a
Countywide
Yolo Broadband Strategic Plan

Response due by
Monday, September 9, 2013 at 10:00 AM

Issued August 5, 2013

I. INTRODUCTION AND BACKGROUND

The Local Agency Formation Commission of Yolo County (LAFCo) is requesting proposals for qualified contractors to prepare a broadband strategic plan. LAFCo recognizes that broadband is an essential, critical infrastructure for the economic growth of Yolo County, and that the advancement of technology and infrastructure associated with broadband will play a key role in its economic future and quality of life. The development of a broadband strategic plan, which includes key policy directions for broadband expansion and development will enhance public and private investments in technology infrastructure, and strengthen its economic competitiveness. For the purposes of this proposal, the term “Broadband” applies to the capacity of networks to carry data traffic, both wireless and wire line.

LAFCo recognizes that the FCC 2010 National Broadband Plan has the following benchmark that can serve as an initial benchmark of where the County wants to be as a whole.

Goal № 1: At least 100 million U.S. homes should have affordable access to actual download speeds of at least 100 megabits per second and actual upload speeds of at least 50 megabits per second.

Goal № 4: Every American community should have affordable access to at least 1 gigabit per second broadband service to anchor institutions such as schools, hospitals and government buildings.

Yolo County is located in the northern part of California with a population of approximately 200,000. The County has a total area of 1,023 square miles. The County has four (4) incorporated cities, many outlying towns and communities, the University of California at Davis campus, and the Yocha Dehe Wintun Nation. Our proximity to the state capital, the university and the emphasis on agricultural technology and other high tech industries has resulted in business and resident populations that call for higher levels of wireless and wire line connectivity than are typically seen in communities of comparable population.

Yolo County is an active member of the Connected Capital Area Broadband Consortium. There is existing CENIC backbone infrastructure serving the academic institutions in the county, including UC Davis, three community college districts and more than six school districts in the K-12 system. Several private providers also currently serve the area. Despite these efforts there are gaps in coverage, speed and reliability, and a lack of an overall unified development plan. The following proposal is for a countywide strategic broadband plan.

II. PROJECT GOALS

- To educate the community at large on the benefits of broadband and issues for broadband improvements and expansion; and
- To positively affect how broadband infrastructure and services are likely to develop countywide over the next 10 years; and
- To plan for optimal adoption and deployment of broadband in Yolo County; and

- To identify key short (3 years), mid (7 years) and long-term (10 years) broadband policies and initiatives that agencies countywide can develop to facilitate a unified technology policy direction; and
- To positively impact the policies, actions and directions of the cities in Yolo County, the County and other agencies and stakeholders relative to technology policy direction; and
- To identify key strategic broadband investments that could strengthen existing business capacity or attract new businesses; and
- To identify broadband capacity, equity, access and affordability gaps with a goal of achieving consistent broadband service access for all businesses, residents and visitors; and
- To communicate capabilities to stakeholders and to encourage full use of their potential.

III. SCOPE OF SERVICES

LAFCo will convene a Yolo Broadband Steering Committee to work with the consultant on all key project tasks. The Committee will include representatives from government, private and non-profit entities interested in promoting economic development, agricultural business and technology, health care, education, public safety and social justice. Yolo County is also a member of the Connected Capital Area Broadband Consortium staffed by Valley Vision which may also serve as a resource for this effort.

The tasks below outline the scope of the services requested.

- Task 1: Refine Project Goals and Purpose – working with Yolo Broadband Steering Committee
- Task 2: Community Profiles (i.e. Davis, West Sacramento, Winters, Woodland, Yocha Dehe Wintun Nation/Capay Valley, unincorporated areas of Yolo County) including targeted outreach to representatives from various business and other user sectors:
- a. Inventory of Existing Broadband Assets
 - b. Needs Assessment – identify Broadband Gaps
 - c. Identify Broadband Demand – goals for economic development, agriculture, social justice, etc.
- Task 3: Validate/Correct CPUC Coverage Map
- Task 4: Identify Key Issues for Broadband Expansion – for each community in Yolo identified above
- Task 5: Outline and Prioritize Community Strategies: – including “middle mile” and “last mile” access

Task 6: Organization and Network Operation Options – a comprehensive presentation of the possible organizational/ownership structures for proposed broadband infrastructure networks – including but not limited to owner/operator, public private partnerships, lease-hold agreements.

Task 7: Action Plan and Resources – Consultant will identify a “road map” for each community’s next steps for planning, funding, grants and other resources to implement identified strategies. Prioritize existing resources that can be leveraged. Provide information on the availability and relevance of potential funding sources for any future projects that arise from the recommendations in the Plan. This includes governmental sources, foundations, and private resources.

Task 8: Produce (1) electronic version (Word and PDF format), (1) bound original and (6) bound copies of the Yolo Broadband Strategic Plan.

IV. MINIMUM REQUIREMENTS

1. Firm/team understanding of the broadband/telecommunications industry, state and federal initiatives related to broadband.
2. Demonstrated experience with municipal broadband planning activities and meeting facilitation.
3. Extensive familiarity and experience with telecommunication and broadband technology and application.

ADDITIONAL REQUIREMENTS

1. Possess skills and experience in facilitating public meetings; experience working with the public and meeting attendants to create a successful conclusion to the meeting process.
2. Ability and the willingness to work with elected officials, business community, concerned citizens, telecommunications personnel, educators, healthcare providers, public safety officials, invited speakers and other interested parties.
3. Skills to provide strategic direction, articulate key strategic concepts, and the ability to focus on strategic issues.
4. Possess good communication skills, encourage participation in meetings, encourage group process and help meetings stay on task.
5. Ability to analyze and synthesize data from the meetings and communicate the information to LAFCo and associate government agencies.
6. Ability to remain flexible and respond to changes in schedules and timelines.

SERVICES REQUIRED AFTER SELECTION

- The selected firm’s representatives may be required to attend a minimum of one LAFCo meeting.

- The selected firm’s representatives will be required to meet with the Yolo Broadband Steering Committee on a regular basis to discuss and plan the project(s), and provide progress reports to LAFCo on a bi-monthly basis.

V. PROPOSAL SCHEDULE AND SUBMITTAL INFORMATION

PRELIMINARY SCHEDULE

Milestone	Scheduled Date
RFP Issued	August 5, 2013
Proposal Submittal Deadline	September 9, 2013 10:00 AM
Notify Finalists	September 20, 2013
Finalist Interviews	TBD September 30 – Oct. 4, 2013
Final Selection	October 4, 2013
Scope and Budget Development/Contract Negotiations	October 7 - 11, 2013
Approval of Contract by LAFCo	October 24, 2013
Execute Contract and Notice to Proceed	October 28 – November 1, 2013
Anticipated Project Completion	May 1, 2014

LAFCo reserves the right to modify the schedule as circumstances may warrant.

PROPOSAL QUANTITIES, DUE DATE, TIME, LOCATION

Submit one (1) electronic version of the proposal to the LAFCo office no later than 10:00 AM on Monday, August 19, 2013. Proposals are to be marked “Yolo Broadband Strategic Plan” and may be submitted electronically or other digital form (i.e. CD). The electronic version of the proposal will be forwarded to the Steering Committee or a subcommittee thereof, so please be mindful of ease of transmission. Hard copies of the proposal will not be accepted. Proposals submitted after the deadline date and time will not be accepted.

Submittal address:

Christine Crawford
 Yolo LAFCo
 625 Court Street, Suite 203
 Woodland CA 95695
christine.crawford@yolocounty.org

SERVICE PROVIDER COMMUNICATIONS WITH LAFCO

Any questions regarding the submittal process and/or the technical aspects of the project may be made via email to Christine Crawford at christine.crawford@yolocounty.org. Only email communications will be accepted. All responses will be provided via email. Questions and responses will be shared with all firms that provide an email address.

LAFCos RFP for a Yolo Broadband Strategic Plan is available for review online at www.yololafco.org or at the Yolo LAFCo office, 625 Court Street, Suite 203, Woodland, CA 95695, during regular business hours.

VI. PROPOSAL FORMAT AND REQUIREMENTS

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the qualifications requested below. The proposal shall be limited to twenty (20) pages in length, not including appendices. Information should be complete and demonstrate that the Service Provider can perform professional work. Please provide any other information deemed appropriate for this project, including a sample of comparable study or report prepared by your team/firm.

INTRODUCTION

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work. The title page of the proposal should contain your firm's name, address, telephone number, principal contact, and email address. The proposal should contain a table of contents.

PERSONNEL

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.

EXPERIENCE

Provide company contact information, how long you have been in business and what service you provide. Identify and briefly describe related work completed in the last three (3) years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.

PROJECT APPROACH

Provide a discussion regarding your recommended approach to the project. Describe your suggestions on how to best organize the project, its stakeholders, and lay out a process to meet project goals.

PROJECT PLAN AND TIMELINE

Provide a description of the project plan and timeline, in the most efficient and timely manner, from the initial planning stages to the completed design. The timeline should identify numerous check-in calls/meetings with LAFCo staff and meeting in person with the Steering Committee on a regular basis as appropriate.

PRICING AND BUDGET

The RFP should contain a total cost of the project, as well as a detailed "line item" breakdown of costs for the project. In addition, please specify:

- "Not to Exceed" Fees for actual cost of time and materials needed to complete the project.

- “Not to Exceed” Fees for any reimbursable anticipated during the course of this project.
- Hourly rate schedule for services.
- Any additional costs/charges, such as traveling, must be clearly defined in the RFP.

Proposal should be all encompassing, with a single vendor identified as the “responsible lead vendor”. Please include any subcontractor(s) that will be required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal. Proposal should outline separate costs for any add-ons or optional requests specified in the RFP.

CLIENT REFERENCES

Provide a minimum of three (3) client references with contact names and phone numbers for whom you have completed similar work.

APPENDIX

An appendix with full resumes is allowed. The appendix material may or may not be considered as part of the selection process.

VII. EVALUATION PROCESS

REVIEW PROCESS

LAFCo and the Yolo Broadband Steering Committee or a subcommittee thereof will rank the RFPs based upon the merits of the proposal, written qualifications and experience of the firm or consultant team. The review team will determine finalists for interviews by ranking and consensus and those finalists will be notified as outlined in Section V herein.

EVALUATION CRITERIA

Following the interview, firms/teams will be ranked by each panel member as follows:

- Demonstrated understanding of the project goals and responsiveness of the proposal to meeting these goals.
- Appropriateness of project approach and perceived effectiveness of proposed concept for identified audiences(s).
- Degree to which the project design approaches goals with innovative and creative solutions or methods.
- Likelihood that the proposal will provide the best value compared to other submitted proposals.
- Qualifications of the project team and level of relevant experience.

The panel will compare their individual rankings, discuss and reach a consensus decision. LAFCo reaffirms its right to make any selection it deems prudent, and responding firms or

individual participants acknowledge through their participation that such selection is not subject to protest or contest.

The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and LAFCo will finalize the contract terms and conditions. If LAFCo and the selected vendor are unable to agree on terms and conditions at this point, LAFCo may exercise its right to negotiate with other vendors.

VIII. TERMS AND CONDITIONS

1. All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.
2. Respondents to this RFP shall be responsible for the accuracy of the information they provide to LAFCo.
3. LAFCo reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFPs, and to either substantially modify or terminate the project at any time prior to final execution of a contract.
4. LAFCo shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting or presenting its response to the RFP or to the interview process.
5. Nothing contained herein shall require LAFCo to enter into exclusive negotiations and LAFCo reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
6. LAFCo reserves the right to request clarification of information submitted and to request additional information from any respondent.
7. LAFCo will not accept any submittal after the time and date specified on the RFP.
8. The qualifications of each member of the team are important criteria in the selection process. The selected team will not be allowed to substitute any members without prior approval by LAFCo. LAFCo, at its sole discretion, reserves the right to accept or reject proposed changes to the team. Team members may participate in multiple team submittals.
9. In the interest of a fair and equitable process, LAFCo retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process. Members of the team are cautioned not to undertake activities or actions to promote or advertise their qualifications or proposal except in the course of LAFCo sponsored presentations.
10. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified team or teams.
11. Upon selections of a qualified team through the RFP process, LAFCo shall enter into a contract for services (based on an approved scope of services and budget) with the selected team on terms and conditions acceptable to LAFCo. Until execution of a

contract, LAFCo reserves the right to cease negotiations and to start the RFP process again.

12. All submittals will become the property of LAFCo and will become public documents subject to public disclosure with limited exceptions, under the California Public Records Act.
13. The Vendor shall hold LAFCo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under the quotation.
14. LAFCo encourages submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply. The successful agencies, individuals or firms shall comply in all aspects with the Equal Opportunity Act. Each agency or firm with more than fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than fifteen employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with the applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellations of this contract.
15. The form of contract includes standard form insurance requirements and standard form insurance certificates, which are utilized by the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA), a self-insurance joint powers agency, of which LAFCo is a member. A copy of YCPARMIA's "Insurance Requirement Guidelines" is attached (Exhibit A).
16. LAFCo's initial draft of the contract form to be used for agreements is attached to this RFP as (Exhibit B). Although the attached draft is subject to revision before execution by the parties, by submission of a proposal or statement of qualification the potential contractor indicates that, except as specifically and expressly noted in its submission, it has no objection to the attached draft contract or any of its provisions, and if selected will enter into a final agreement based substantially upon the attached draft contract.

IX. EXHIBITS

- A. Insurance Requirements
- B. Sample Contract

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If there are no employees, this requirement automatically does not apply.)
 2. LAFCo, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)
 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the LAFCo Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and LAFCos Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the LAFCo Risk Manager.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the LAFCo Executive Officer (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the LAFCo Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects LAFCo, its officers, agents, employees and volunteers. Any insurance maintained by LAFCo shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against LAFCo, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the LAFCo Risk Manager before work commences. Upon LAFCo's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the LAFCo Executive Officer with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon LAFCo's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

AGREEMENT No ____ - ____

(Agreement for qualified contractor to prepare a countywide broadband strategic plan)

THIS AGREEMENT is made and entered into this __th day of _____, 2013, by and between the Local Agency Formation Commission of Yolo County (“LAFCo”), a local agency formation commission duly organized in accordance with the law of the State of California, and _____ (“CONTRACTOR”), (describe legal status, e.g. a California corporation, etc.) who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: See Exhibit A: Scope of Work and Schedule attached hereto.
2. CONTRACTOR shall perform said services between _____ and _____.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein; Exhibit A: Scope of Work and Schedule, Exhibit B: Hourly Rates and Project Budget, Exhibit C: Insurance Requirements and Certificate of Insurance, Exhibit D: LAFCo Request for Proposals.
4. Subject to CONTRACTOR’S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR’S submission of an appropriate claim, LAFCo shall pay CONTRACTOR an amount not to exceed \$_____, as identified in Exhibit B attached hereto.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit C attached hereto.
6. CONTRACTOR shall defend, indemnify, and hold harmless LAFCo, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it’s officers, agents, or employees.
7. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend LAFCo and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
8. This Agreement is subject to the appropriation and approval of sufficient funds for the activities required of the Contractor pursuant to this Agreement. LAFCo may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which LAFCo shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.
9. If CONTRACTOR fails to perform any part of this Agreement, LAFCo may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that LAFCo may have, LAFCo may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.
10. Attached are licenses &/or certificates required by CONTRACTOR’S profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR’S performance will meet the standards of licensure/certification.

11. CONTRACTOR understands that he/she is not an employee of LAFCo and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

12. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to LAFCo's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of LAFCo. CONTRACTOR shall deliver all of the foregoing to LAFCo upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to LAFCo for audit and discovery purposes.

13. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

14. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

LOCAL AGENCY FORMATION COMMISSION:

Authorized Person to Sign, Title
Company
Address
City State Zip
Phone

Olin Woods, Commission Chair

ATTEST:

Christine M. Crawford, LAFCo Executive Officer
625 Court Street, Suite 203
Woodland CA 95695
(530) 666-8048

APPROVED AS TO FORM:

Robyn Truitt Drivon, Commission Counsel

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that LAFCo may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Contractor Signature