

## Purchasing Division

300 West Third Street  
Oxnard, CA 93030  
(805) 385-7538  
[www.oxnard.org](http://www.oxnard.org)



September 21, 2017

Ladies and Gentlemen:

The City of Oxnard invites proposals from qualified consultants to develop a Fiber Master Plan to guide the design, construction, implementation, maintenance, management regulation, operation and funding of its fiber optics assets and related technologies in accordance with this Request for Proposals for the City of Oxnard.

This request for proposal is made up of the following sections: A. Instructions to Proposers, B. General Terms and Conditions, C. Purpose and Background, D. Scope of Services, and Attachments which include a sample Consulting Services, a map of Oxnard's existing fiber network, and Agreement and Insurance requirements.

Proposers will be responsible to carefully examine the requirements contained herein.

Proposals will be received in the City of Oxnard Purchasing Office located at 300 West Third Street, Second Floor, Oxnard, CA 93030 by **4:00 p.m. on October 31, 2017**. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City's website: <http://www.oxnard.org>. Any inquiries regarding this notice should be directed to Patricia Garcia, Buyer at 805-385-7538 or email [patricia.garcia@oxnard.org](mailto:patricia.garcia@oxnard.org). The envelope containing your proposal must be sealed and marked "**RFP – IS18-16 - Fiber Master Plan.**" Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538 or email [patricia.garcia@oxnard.org](mailto:patricia.garcia@oxnard.org).

Sincerely,

A handwritten signature in blue ink that reads "Patricia Garcia".

Patricia Garcia  
Buyer  
City of Oxnard

**CITY OF OXNARD**  
**INFORMATION TECHNOLOGY DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**  
**FIBER MASTER PLAN**

**PROPOSALS MAY BE MAILED  
OR DELIVERED IN PERSON  
TO THE PURCHASING OFFICE AT  
300 WEST THIRD ST., SECOND FLOOR, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.  
ON THE DATE INDICATED BELOW:**

**OCTOBER 31, 2017**

**CITY OF OXNARD  
REQUEST FOR PROPOSALS  
FIBER MASTER PLAN**

**Proposed Timeline**

<b>DATE</b>	<b>ACTIVITY</b>
September 21, 2017	Release of Request for Proposals (RFP)
October 2, 2017	Pre-proposal conference call for questions regarding RFP at 10:00AM PDT. Email <a href="mailto:patricia.garcia@oxnard.org">patricia.garcia@oxnard.org</a> for credentials.
October 9, 2017	Written questions or requests for clarification is due to the City of Oxnard Purchasing Division by <b><u>4:00 p.m.</u></b>
October 16, 2017	Posting of City responses to requests for clarification and questions
October 31, 2017	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <b><u>4:00 p.m.</u></b>
November 1- December 29, 2017	Review of Proposals and vendor evaluation
January 2-19, 2018	Agreement Development
February 27, 2018	City Management and/or Council approval
March 5, 2018	Contracted work begins

**The above dates are tentative and are subject to change as necessary.**

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
FIBER MASTER PLAN**

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**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
FIBER MASTER PLAN**

**INSTRUCTIONS TO PROPOSERS**

**RECEIPT AND OPENING OF PROPOSALS**

The City of Oxnard invites proposals from qualified consultants to develop a Fiber Master Plan to guide the design, construction, implementation, maintenance, management regulation, operation and funding of its fiber optics assets and related technologies in accordance with this Request for Proposals (RFP) for the City of Oxnard. Proposals will be received in the Purchasing Office until **4:00 p.m., October 31, 2017.**

A pre-proposal teleconference call will be held Monday October 2, 2017 at 10:00AM PDT. Instructions to attend the teleconference can be obtained by emailing [patricia.garcia@oxnard.org](mailto:patricia.garcia@oxnard.org). All prospective Proposers are encouraged to attend.

Answers to questions or clarifications during this teleconference will be considered non-binding. Any questions or requests for clarifications must be submitted in writing to the Purchasing Department by October 9, 2017. The City will post questions, clarification requests, and responses on October 16, 2017.

At the proposer's option, proposals may be submitted via email, in .pdf format to [patricia.garcia@oxnard.org](mailto:patricia.garcia@oxnard.org) **OR** an envelope containing one (1) executed original and three (3) signed copies and a pdf of the Proposal that must be sealed and addressed to: City of Oxnard Purchasing Office, 300 West Third Street, Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address; and must clearly be labeled "**RFP – IS18-16 - Fiber Master Plan**".

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

**EXAMINATION OF REQUIREMENTS**

Each proposer must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

**PROPOSAL SUBMITTAL REQUIREMENTS**

Please submit your proposal in the following manner, providing a detailed description of your proposed solution and capabilities to satisfy the requirements of the Request for Proposal (RFP). Please do not include sales and marketing brochures.

**PROPOSAL FORMAT**

Proposals must be submitted in the following manner:

- Letter of Interest
- Key Personnel
- Company Qualifications & Experience
- References (minimum of three – see below)
- Proposed Work Plan

Proposers shall submit references where similar work of similar size and nature is currently in process or recently completed for this engagement and should include the information and format per the table below. These references will be checked and may affect the award of the contract.

The City reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

Reference/Organization Name	Point of Contact (POC)	POC Phone/Email address	Project Scope	URL to Master Plan (if applicable)

**ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer.

**AWARD OF CONTRACT**

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal (“RFP”) and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to break up the Scope of Services and award this RFP in phases. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

### **EXECUTION OF CONTRACT**

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor’s certificate of insurance within four calendar days after the proposer receives the Notice of Award of Contract.

The term of the AGREEMENT(s) will be for a period of three (3) years.

### **PUBLIC RECORDS**

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 6250 et. Seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

### **QUESTIONS**

Any questions regarding this RFP must be directed to Patricia Gacia, Buyer at the address or email mentioned earlier or at (805) 385-7538.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
FIBER MASTER PLAN**

**GENERAL TERMS AND CONDITIONS**

The following “General Terms and Conditions” shall be applicable to any contract or agreement entered into as a result of this proposal.

1. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.
2. The selected Consultant will be required to sign and be bound by a Professional Consultant Services Agreement (“Agreement”). Proposer must meet all insurance requirements (see sample Exhibit INS-B).
3. All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subconsultants, will be considered as employees of the consultant. The consultant will be held responsible for their work. The City will deal directly with and make all payments to the prime consultant.
4. The consultant shall comply with all applicable federal, state and local laws, ordinances, regulations and codes and shall obtain and maintain throughout the term of the contract, all required permits, certificates and licenses, including a **City of Oxnard Business Tax Certificate**.
5. The consultant agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of the City, from any liability, claims, demand, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to the agreement performed by the contractor or contractor’s agents, employees, subcontractor, or other persons acting on contractor’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which contractor or contractor’s agents, employees, subcontractors, or other persons acting on contractor’s behalf would be held strictly liable.
6. The contractor shall obtain and maintain throughout the term of the contract, insurance coverages, with the City as additional insured, as specified in Exhibit INS-B, included in sample of Agreement.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
FIBER MASTER PLAN**

**PURPOSE AND BACKGROUND**

**PURPOSE**

The City of Oxnard, hereinafter referred to as “City,” is soliciting proposals from qualified telecommunications and information technology consulting firms, hereinafter referred to as “Consultant,” to develop a Fiber Master Plan to guide the design, construction, implementation, maintenance, management, regulation, operation and funding of its fiber optics assets and related technologies in accordance with this Request for Proposal, hereinafter referred to as “Fiber Master Plan.” The City intends to award Consultant a Consulting Service Agreement, hereinafter referred to as “AGREEMENT,” for such efforts.

**BACKGROUND**

**The Oxnard Community**

Oxnard, a vibrant and growing community of approximately 200,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of five (5) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

**Why Fiber?**

Today, access to broadband internet service is as vital as streets, water, and sewer infrastructure. Broadband connectivity enhances a community’s economic development potential by attracting new, advanced businesses in support of Smart City initiatives, providing existing businesses the tools they need to stay competitive and providing our residents with options for broadband products and services.

While other broadband access technologies exist using copper and wireless, fiber is much more future-proof. Internet speed demand is estimated to reach one gigabit (Gbps) speeds by 2020. The next wave of technologies — especially artificial intelligence, the Internet of Things (IoT) and augmented reality — demand increasingly robust connections from both home and office. Fiber technology easily scales to the estimated 10Gbps speed these services demand. Fiber is critical to the future of the smart home and the Smart City, since many of today's most connected cities determined that laying fiber is the foundation upon which many of tomorrow's most connected services will be built.

### **Oxnard's Existing Fiber Network**

The City's existing network backbone spans 38.45 miles of underground conduit with fiber running through 31.81 miles of that conduit and twisted wire pair running through 34,612 ft. (6.56 miles). In addition, the City maintains thirty-eight fixed wireless links between additional traffic signal locations. There is an additional 6.64 miles of conduit and fiber optic cable designed and planned for the expansion of the traffic signal network and future SCADA system.

The network serves as the communications link between the City's traffic signal system and Traffic Management Center (TMC). The fiber network also serves as a network backbone between City facilities such as fire stations, IT data centers, remote Police locations, etc.

The original network build, "Phase 1," occurred in 2013 and connected an Intelligent Transportation System (ITS) linking 140 traffic signals to the TMC, installed four field gigabit hubs, eighteen Closed Circuit TV (CCTV) cameras, sixteen video detection systems and also connected seventeen Public Safety and City administration buildings. "Phase 2" commenced in 2016 and connected an additional twenty five traffic signals, one field gigabit hub, six CCTV cameras and three City buildings.

### **New and Expanded Vision**

The City has a unique opportunity to capitalize on its existing fiber network by expanding from a closed, private network supporting limited City buildings and systems to a more open network platform that can be leveraged for public economic and social benefit. This opportunity was documented in the City's Information Technology Master Plan completed in 2015. The Plan's Recommendation #3 states in part:

*"The City should consider leveraging its current fiber infrastructure and resources, including shared resources available through agreements with other public agencies, in order to position itself to become a "Fiber City."*

Mayor Flynn summarized the opportunity and vision in a Fiber Master Plan funding request in 2016. From the Measure O Budget Program description:

*"The City of Oxnard needs infrastructure to attract investment and support business growth. Access to robust, high-speed Internet and data networks is as vital as streets, water and sewer infrastructure. High-speed connectivity enhances a community's economic development potential by attracting new, advanced businesses and providing existing businesses the tools they need to expand."*

The Fiber Master Plan funding was approved, and in January of 2017 the City's IT Department established a Technology Governance (Tech Gov) Fiber Master Plan Subcommittee to steer the

City through the Plan RFP process. The Committee identified the following key motivations in expanding Oxnard's fiber network:

- Become a "Tech City" and a "Fiber City" to encourage high-tech businesses and employees to locate in Oxnard, enhancing economic development
- Use the network to foster educational and other social benefits
- Deploy public Wi-Fi and other Smart City initiatives to enhance Quality of Life
- Bridge the "digital divide" between Oxnard and other cities and between businesses within the City with access to high-speed Internet infrastructure and those without
- Use the network as a tool to entice businesses to economic development zones
- Reduce spend on leased lines and other communications services
- Generate a return on investment (ROI), running the network as a revenue-generating enterprise to fund further expansion and eventually contribute to the General Fund

### **Proposed Model**

Through extensive research including reviewing other municipal fiber master plans, discussions with other cities in various stages of fiber network builds and conversations with consultants in the municipal broadband space, the Tech Gov Fiber Master Plan Subcommittee identified the following build model as most appropriate in terms of meeting our stated goals:

#### **Public-Owned**

- Publicly (City) owned "middle mile" infrastructure with potential partnership opportunities for "last mile" connections

#### **Open Access**

- Proceed with the intent to lease or otherwise make available, fiber infrastructure (conduit, dark or lit fiber, vertical and other assets) to other municipal entities, telecommunications carriers, other service providers or businesses
- Connect to an Internet peering Point of Presence (POP) and offer a choice of Internet Service Providers (ISPs) to partnership entities and end-users on the network through either wholesale, retail, revenue sharing or passive network access

#### **Demand-Driven**

- Deploying the network and associated services where areas of demand (both social and economic) will be strongest
- Realizing a financial return on investment in terms of economic development impact, infrastructure enhancement, leased line or other communications service savings and revenue generation
- Focusing on social return on investment in terms of enhancing Quality of Life via educational, Public Safety and Smart City initiatives

#### **Incremental Build**

Deploy the network in stages to target:

- City/municipal buildings and facilities, evaluating leased-line savings, communications and operational enhancements

- Community Anchor Institutions (CAIs) such as large businesses, hospitals, learning institutions, etc.
- Business economic development zones or corridors and the broader business community
- Public Wi-Fi areas, public safety and other smart city services requiring a fiber backbone or otherwise enhanced by high-speed access
- Eventual possibility of residential communities including multi-dwelling units (MDUs), low-income housing and the broader community at large

Other guiding or operating principles affecting the model and build considerations:

- Leverage the existing network, including adding redundancy and resiliency, building the network to carrier-grade levels, monetizing current assets including leasing infrastructure
- Capitalize on joint-trench opportunities and other Right of Way access opportunities in conjunction with other Public Works projects to expand network infrastructure
- Investigate opportunities for a mutually profitable partnership in connecting to the Ventura County VCNet or with other nearby municipalities

### **Fiber Master Plan Project Goal**

The City's goal in developing a Fiber Master Plan is to document a detailed, actionable plan to build a carrier-class, highly-available redundant fiber network that provides Oxnard anchor institutions, businesses and eventually key residential areas with high-speed Internet access, data and Smart City services, thereby improving the quality of life of our constituents, boosting economic development and enhancing the infrastructure of our City.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
FIBER MASTER PLAN**

**SCOPE OF SERVICES**

**SCOPE OF SERVICES - OVERVIEW**

The Consultant shall perform certain services necessary for development of the Fiber Master Plan, which services shall include the following:

- Validation of the selected business model, identification and vetting of any possible public-private partnership opportunities, other municipal interconnection agreements or wholesale partner lease opportunities (such as telecommunications carriers)
- Thorough market assessment including investigation of market opportunity, evaluation of the competitive landscape and partnering with the City to identify CAIs,
- Inventory and assessment of current assets and direction as to how the current infrastructure (and/or what additional infrastructure) would be needed to prepare the City to deploy a fiber network in support of the stated objectives
- System-level design including proposed routes, infrastructure, technical specifications, build timing, associated costs, and schematic diagrams
- Business case analysis including return on investment (ROI) timeline, funding and financing options for a phased build, staffing requirements and pro forma financial statements
- A specific, detailed, actionable, phased implementation plan, with timelines and costs to build the network including interim steps we can take to prepare for network expansion and specific options and actions to monetize current network
- Governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates
- A Master Plan document comprised of all section requirements

**SCOPE OF SERVICES - DETAIL**

**1. Fiber Network Build Model**

Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach. Validation of any recommended or endorsed model should be accompanied by specific examples of similar cities that have successfully deployed a fiber network along a similar model including services deployed to enhance quality of life and financial ROI and timeframes to meet ROI.

In addition, in this section the Consultant shall:

- Investigate potential public-private partnership opportunities and options for Oxnard with specific, actionable proposals modeled in the business plan if applicable
- Investigate opportunities for a mutually-profitable partnership in connecting to the Ventura County VCNet or with other nearby municipalities
- Report on the criticality of fiber networks as a key component of municipal infrastructure including relevant economic and social data from cities with similar demographics
- Address and consider the use of wired vs. wireless and the longevity of fiber networks
- Address the technological, legal and regulatory direction of fiber networks, as well as the longevity and cost benefit of fiber networks versus other media and how the City should plan for developments as they impact stated goals

## **2. Market Assessment**

### Oxnard Community Anchor Institution Identification

The Consultant shall work with the City of Oxnard Tech Gov Subcommittee, Departments and Administration to identify CAIs across education, health care, municipal, Public Safety, State, regional and other organizations that would benefit from a fiber broadband network.

### Opportunity Assessment

Conduct a comprehensive outreach to City Administration and Departments, anchor institutions and businesses to develop a detailed and statistically-relevant broadband needs assessment, tailored specifically to Oxnard's goals using a combination of online surveys, focus group interviews and meetings.

- City of Oxnard Administration
  - The Consultant should engage with all major City Departments and identify needs and opportunities that could be realized by deploying a fiber network including but not limited to:
    - Learning/educational opportunities
    - Business functions, services and operations that could be realized, enhanced, or improved
    - Public Safety functions and initiatives that could be deployed more readily, efficiently, effectively and/or at lower cost
    - Leased-line or other communications service costs that could be reduced or eliminated
    - Other Smart City applications relevant to stated current, intermediate or long-term Departmental plans
- Oxnard Anchor Institutions
  - Interview identified anchor institutions to assess detailed understanding of current and future broadband and fiber-based service usage, satisfaction levels, current and future technology plans and identify opportunities that could be leveraged by a municipal fiber network.

- Identify opportunities with telecommunications and other service providers who may wish to connect to the City network and purchase dark fiber

### Market Survey

The Consultant should perform a statistically-relevant market survey involving two distinct Oxnard communities - community anchor institutions (CAIs), and the general business community. Each community should be surveyed as to the following points at minimum:

- How significant is the availability of high-speed Internet, data and communications to their business operations?
- What is the community group's assessment of available Internet, data and communications infrastructure in Oxnard?
- Rate their current provider in terms of speed, cost, value, service availability, reliability, service issues, and overall satisfaction
- Rate the availability of choice of providers
- What is the community group's assessment regarding available Internet, data, and communications in Oxnard as compared to other cities?
- How significant a factor are highly-available, cost effective high-speed Internet, data and communications services in remaining in Oxnard or locating additional employees and/or resources in Oxnard?
- What technology, business or other initiatives do you intend on deploying over the next five years that will require a high-speed Internet or communications backbone?
- Assess whether the specific community would be likely to support the construction of a municipally-owned, open-access network making cost-effective high-speed Internet (and communications) service(s) available, purchase service, and if so at what price and speed?
- What do the segment constituents need, want and hope to realize or otherwise see improved or enhanced via a fiber-optic network?
- Survey data should support an estimated uptake rate

Additionally in this section:

- Identify and discuss fiber-based applications used by other cities that generate the most financial and social benefit
- The Consultant should document the statistical relevance of all survey data.

The format for interviews may be one-on-one in some cases or group in other cases, depending on the size of each community anchor and importance to the project.

### Competitive Analysis

In this section the Consultant should research, evaluate and document the current supply of broadband communication assets, products, capacity and services in the City. The analysis should include at minimum:

- An overview of current public and private telecommunications and competitive providers for broadband, dark fiber, lit fiber, services and type

- Route maps of applicable services
- Speeds and associated costs
- Identification of service opportunities on the City's network

Data including route maps, broadband speed and associated costs should be made available and loaded into the City's GIS database.

### **3. Asset Inventory and Management**

The objective of this task is to review City assets, infrastructure, data and information required to support deployment of a carrier-grade fiber optic network, facilitate the preparation of an engineering study, network design, deployment-cost model and build of the fiber optic network.

Specifically:

- Review of the City's fiber optic system documentation, software and hardware systems, GIS data and storage, current uses of fiber network, policies and procedures and make specific recommendations
- Advise on the City of Oxnard's progress in mapping the current fiber infrastructure in GIS, specify additional layers required to support the City's goals
- Perform a physical inventory of missing and/or relevant fiber network infrastructure, and provide that data to Oxnard's GIS team
- Identify what constitutes a carrier-grade network and specify if the City's network and infrastructure is usable as a carrier-grade network to support long-term objectives
- Evaluate assets and capabilities of current network
- Identify specific shortcomings in the existing infrastructure
- Recommend an applicable asset management system in light of the build model and goals

### **4. Network Design**

Within this section, the Consultant should develop a system-level network design based on goals, design parameters, information produced in the scope of work and data provided by the City. Documentation should include technical specifications encompassing the proposed infrastructure, cost estimations for completion and schematic diagrams. The section report should:

#### Proposed Routes and Infrastructure

- Make recommendations on routes and locations of fiber infrastructure, equipment and points of connection,
- Discuss how the proposed route(s) will utilize, leverage or supplant existing network infrastructure and connectivity resources
- Determine key factors needed to create a critical mass of network customers, service providers and asset owners
- Identify infrastructure and other technical requirements for the network build

- Include a design for Internet peering and connectivity including connection points, routes, hardware and other facilities to manage an open-access network

#### Planned Infrastructure

To paint as complete a picture as possible of the City’s future opportunities for cost-effective underground fiber and conduit expansion, investigate and identify any planned underground construction in the City that would represent a “dig once” opportunity for the City to add conduit or fiber including:

- Planned public works projects, including streets, water or wastewater involving road or other right of way access, excavation, renovation, resurfacing and other construction
- Traffic signal upgrades
- Projects for which there are current and planned permits issued for underground construction by utilities, telecommunications service providers and private contractors
- Other construction that will disrupt the ground

#### Technical Specifications

- Specify what existing fiber, hardware or other components need to be updated, enhanced for increased capacity or replaced and where redundancies need to be added
- Provide the City with recommendations on the kind and type of telecom and broadband infrastructure needed to support and attract service providers and support City government and Public Safety needs and requirements;
- Identify hardware and software needed to support an open-access build model
- Identify key technical requirements, hardware and software needed to support “open” network operations
- Provide recommendations on operations, management and monitoring of any infrastructure (e.g. telecom conduit, dark fiber, etc.) owned by the City.
- Include conceptual maps and schematic diagrams outlining and indicating all of the above

#### Cost Estimates

- Provide detailed cost estimates on the type and location of infrastructure and construction costs needed to develop the fiber optic network
- Provide associated detailed cost estimation of all components in all phases
- Estimate costs for engineering diagrams and build

### **5. Governance, Ownership and Management Strategy Analysis**

The objective in this section is to provide the City of Oxnard with knowledge and application of best practices in policy development and organizational structure for implementing and operating broadband networks and Smart City initiatives.

#### Zoning and Right of Way Management Ordinances

The section report should include the following:

- An overview of how relevant policies are structured in other cities and counties and an evaluation of their effectiveness, legal and economic impact, different models, costs and the best strategy and approach with specific recommendations for Oxnard
- Assessment of current Oxnard Right of Way (ROW) Management policies and specific recommendations for change
- An evaluation of “dig once,” “joint trench” or “open trench” policies and specific policy recommendation for Oxnard
- An overview of pole-attachment guidelines and policies and recommendations on how to change or otherwise structure policy
- Address the use of wired vs wireless, including ROW and pole-attachment issues, legal concerns around above-ground versus underground

#### Leasing Fiber and other Infrastructure

The City is also interested in guidance monetizing the current network by leasing key infrastructure, and in leveraging other City assets relating to telecommunications projects, such as small cell deployments and 5G. The section report should:

- Identify what City assets may be utilized by private firms in an asset-sharing model with revenue potential for the City.
- Provide guidance in establishing lease terms around the City’s leasing of fiber assets in an open-access market

### **6. Business Model and Financial Analysis**

The objective in this section is to analyze funding requirements, identify funding sources and perform a full financial analysis based on the build model and rollout plan as determined by the market assessment results, uptake rate and ROI, including pro forma financials.

Specifically, the business model and financial analysis should include:

- Review of potential financing structures and related governance and collateral models available to the City, which may include network ownership vehicles such as joint powers, agencies, public/private partnerships, economic development corporations and others;
- Provision of an analysis of a variety of funding options including, but not limited to, public/private partnerships, federal/state/private/philanthropic grants, general obligations bonds, revenue bonds and others where appropriate;
- Analysis of the advantages and disadvantages of each financing option and the potential impact of the different strategies on the business plan
- Discussion of financing network build-out and operation, maintenance and administration options, estimates for engineering diagrams and build costs
- Identification of and/or recommendations for required staffing, competencies and timing required to deploy the network
- Identification of legal strategies related to potential project risks;
- Provision to the City of a ten-year financial pro forma (including a profit and loss statement, balance sheet and income statements) for the provision of a community

gigabit fiber network. This pro forma will provide officials with a highly-detailed projection of revenue, expenses, debt costs, take rate projections, capital expenses and build-out plans. The analysis should provide detailed schedules that show:

- Operating income and cash flow
- Net present value analysis
- Projected revenues and benefits
- Uses and sources of funds
- Operational expenses
- Depreciation schedule
- Debt service analysis
- Key Assumptions

## **7. Phased Implementation Plan or Roadmap for Deployment**

The objective of this task is to lay out the next steps for implementing the Master Plan including: identifying and prescribing the development of City-wide policies, regulations, procedures, and engineering standards needed to implement the master plan or facilitate the building of broadband infrastructure. The plan should also provide estimates on the cost of each implementation phase.

- Outline a phased approach, if recommended, to building the network, based on priority and opportunity,
- Creating master fund to manage and reinvest savings
- Provide guidance in coordinating budgets for smart city projects and applications
- Political will development strategies

## **8. Master Plan Compilation**

The objective of this task is to aggregate the findings, recommendations and documentation prepared in all previous tasks into a comprehensive Master Plan document. This document shall include:

- An Executive Summary
- Final technical memoranda from each previous task
- Final Recommendations and implementation roadmap

Maps and specific location data provided in the Master Plan should be GIS compatible so that construction can be coordinated with other City infrastructure projects.

The Consultant shall also prepare a PowerPoint presentation and conduct presentations to the Fiber Master Plan Tech Gov Subcommittee Team, Economic Development, Public Works, Development Services and the City Council in support of the document's approval. The Consultant shall also attend meetings or teleconferences, if requested, with employees and officials to refine and clarify components of the Master Plan.

## **OPTIONAL TASKS**

Additional services related to this project may be requested by the City. These services, which will be scoped and budgeted for as potential options, include:

- Assist the City in implementing any part of the proposed Master Plan
- Assist the City with implementation of identified public and private partnership opportunities
- Write bid specifications for implementations of recommendations or elements of the Master Plan

## **EXPECTATIONS OF CONSULTANT**

The role of the Consultant is to be an extension of City staff. The Consultant is expected to keep an open dialogue and to work closely with the Tech Gov Subcommittee to ensure the Master Plan reflects the vision and priorities of the citizens of Oxnard. The Consultant is expected to function in the following roles: organizer, provider of technical expertise and information, educator, advisor, facilitator, and consensus builder.

The Consultant shall schedule a kick-off meeting with City staff to review project goals, objectives and key milestones. The Consultant shall prepare and transmit a draft Project Management Plan (PMP) prior to the meeting. The PMP will include a schedule for all tasks and identify deliverables and progress reporting dates. The consultant shall receive feedback on the draft PMP and submit a final PMP within seven (7) working days following the kick-off meeting.

It is anticipated that there will be a minimum of one project meeting per month with the Tech Gov Subcommittee to review progress and resolve problems. The Consultant will be responsible for preparing the agenda for these meetings and for conducting the meetings.

The Consultant shall also prepare and conduct presentations to the Fiber Master Plan Tech Gov Subcommittee Team, Senior Leadership Team, and City Council in support of the document's approval. The Consultant shall also attend meetings or teleconferences, if requested, with employees and officials to refine and clarify components of the Master Plan.

## **TIME SCHEDULE**

- The Consultant is to complete the project in ten (10) months.
- The City will review the draft document segments at the 30% phase, 60% phase, and the 90% phase.

## QUALIFICATIONS

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP, and have relevant experience and expertise in providing professional and technical services pertaining to fiber optic network or broadband master plan research, analysis, cost estimation and system design to institutions similar in size and complexity to the City. Qualified vendors must be widely recognized for master plan development and/or implementation, and employ at least one principal who holds a degree in computer science, engineering or physics.

## EVALUATION

The City will review all proposals and will consider all factors it deems relevant and proper, including but not limited to: compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner, quality of proposal, references, experience/resume of team members assigned to the project, reputation of the firm, price, and availability. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers. An interview of one or more of the proposers may be scheduled to facilitate evaluation of each proposer. The City will select the proposal that is most advantageous to the City.

Proposals will be evaluated according to the following criteria:

<p><b>Proposal Submission</b></p> <ul style="list-style-type: none"> <li>• Quality and completeness of the proposal</li> <li>• Adherence to the requirements</li> <li>• Alignment with the City’s goals</li> </ul>	40%
<p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• Expertise in the fields necessary to execute the proposal</li> <li>• Recent relevant experience of proposer’s team members in developing a similarly complex project</li> <li>• Professional qualifications and education of proposer’s team members</li> <li>• Verifiable record of past successes and record of performance</li> <li>• References</li> </ul>	30%
<p><b>Project and Implementation Plan</b></p> <ul style="list-style-type: none"> <li>• Methodology for data collection, analysis and reporting</li> <li>• Approach for demands from diverse stakeholders</li> </ul>	20%
<p><b>Price</b></p> <ul style="list-style-type: none"> <li>• The City has allocated \$100,000 for this project. Any proposals exceeding this amount will not be considered</li> </ul>	10%

## **COMPENSATION**

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted in a form specified by the City. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this [Day] day of [Month], 20[Year], by and between the City of Oxnard, a municipal corporation (“**City**”), and [Name of Consultant] (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with [Insert position title] (“**Manager**”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein]. **(\*\*\*INCLUDE THE PREVIOUS CLAUSE WITHIN THE BRACKETS IF THE SERVICES ARE TO BE PERFORMED PURSUANT TO A SCHEDULE. OTHERWISE, DELETE THE CLAUSE, RENUMBER THE EXHIBIT C REFERENCE IN SECTION 14 TO EXHIBIT B, REMOVE EXHIBIT B COVERSHEET AND RENUMBER EXHIBIT C COVERSHEET TO EXHIBIT B. DELETE THESE INSTRUCTIONS PRIOR TO COMPLETION OF THE AGREEMENT.\*\*\*)**. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates **[Enter name of Principle-in-Charge]** as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on **[Start Date]**, and expire on **[End Date]**.

### 13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

### 14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$[Amount] for the Services at rates provided in **Exhibit C** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

### 15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

#### 16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

#### 17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

#### 18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

## 19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

## 20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

## 21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by

the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

## 22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-[ ]**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-[ ]**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-[ ]**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

## 23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and sub-consultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

#### 24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub-consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

#### 25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “**governmental decision**” as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

#### 26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

#### 27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

#### 28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

#### 29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

#### 30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

#### 31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

#### 32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

#### 33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

#### 34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### 35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

### 36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

### 37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

### 38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

### 39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

### 40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to [Enter name of Consultant], [Enter Consultant's address], [Enter City], [Enter State and Zip], Attention: [Enter Principal-in-Charge].

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, [Enter Department or Division Name], [Enter Address], Oxnard, California 93030, Attention: [Enter Project Manager].

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

[VENDOR OR CONSULTANT]

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
[Name] , [Title]

ATTEST:

\_\_\_\_\_  
[Name] , [Title]

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Mike More, Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Keith Brooks, Information Technology Director

\_\_\_\_\_  
Kevin Pisacich, Communications & Security Systems Manager

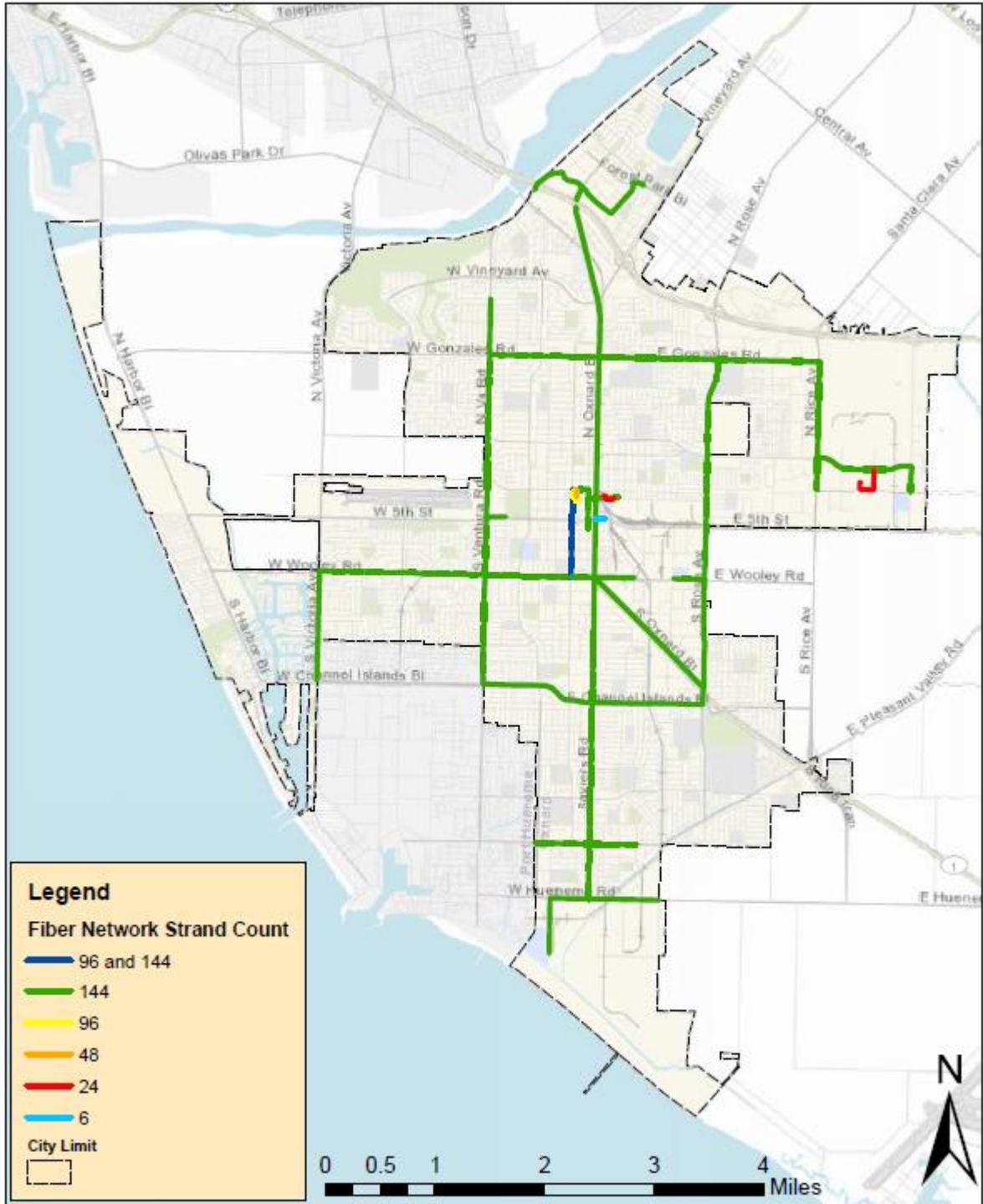
\_\_\_\_\_  
Jesús Nava, Assistant City Manager

APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Greg Nyhoff, City Manager

# Exhibit A

## City of Oxnard - Fiber Optic Network



**EXHIBIT INS-B**  
**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. \_\_\_\_\_  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

### *Endorsement Forms*

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

<b>PRODUCER</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE	SUB-CODE	<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>
INSURED		COMPANY LETTER <b>A</b> <b>SPECIFY COMPANY NAMES IN THIS SPACE</b>
		COMPANY LETTER <b>B</b>

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE      \$1,000,000 PRODUCTS COMP/OP AGG.      \$1,000,000 PERSONAL & ADV. INJURY      \$1,000,000 EACH OCCURRENCE      \$1,000,000 FIRE DAMAGE (Any one fire)      \$ MED. EXPENSE (Any one person)      \$
A	<b>AUTOMOBILE LIABILITY</b> [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE      \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE      \$ AGGREGATE      \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT      \$1,000,000 DISEASE-POLICY LIMIT      \$1,000,000 DISEASE-EACH EMPLOYEE      \$1,000,000
A	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

<b>CERTIFICATE HOLDER</b> City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
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**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER  
  
Telephone: \_\_\_\_\_

**POLICY INFORMATION:**  
Insurance Company: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

NAMED INSURED

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage.  Per Occurrence  Per Claim \_\_\_\_\_ (which)

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**  
 COMMERCIAL AUTO POLICY  
 BUSINESS AUTO POLICY  
 OTHER

**OTHER PROVISIONS**

**LIMIT OF LIABILITY**  
  
\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
**Attn: Risk Manager**  
**Reference No. \_\_\_\_\_**  
**300 W. Third Street, Suite 302**  
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**  
 Broker/Agent  Underwriter  \_\_\_\_\_  
  
I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  
  
Signature \_\_\_\_\_  
*(original signature required)*  
  
Telephone: ( ) \_\_\_\_\_ Date Signed \_\_\_\_\_