

**Rancho Murieta Association
Rancho Murieta, California**

Request for Proposal

for the

Design and Upgrade / Construction

of the

**Rancho Murieta Cable / Broadband
Network**

Request for Proposal No. 2010-1

Date of Issuance: Feb 22nd, 2010

TABLE OF CONTENTS

SECTION 1. GENERAL INFORMATION.....	4
A. Introduction	4
B. Rancho Murieta Information.....	4
C. Project History	4
D. Network Project Background and Approach	5
E. Purpose of this RFP	6
SECTION 2. PROPOSAL REQUIREMENTS	7
A. Proposal Requirements	7
B. Pre-Proposal Site Visit.....	8
C. Proposal Format and Content.....	8
D. RFP Clarifications	10
E. Proposal Submission Requirements.....	11
F. General Issues.....	11
SECTION 3. SELECTION PROCESS AND METHOD	12
A. Overview	12
B. Evaluation Criteria.....	12
SECTION 4. NETWORK INFORMATION	13
A. Overview	13
B. Network Characteristics/Assumptions.....	13
C. Network Approach.....	14
D. General Technical Requirements.....	14
SECTION 5. NETWORK DESIGN & CONSTRUCTION WORK..	14
A. Design, Engineering and Project Management Requirements	15
B. Construction Requirements.....	16
C. Project Schedule and Milestone Requirements	18
D. Total Pricing Requirements	19
SECTION 6. OWNER'S RESPONSIBILITY	19
SECTION 7. SELECTED FIRM'S RESPONSIBILITY	20
SECTION 8. GENERAL TERMS AND CONDITIONS.....	21
A. Definitions.....	21
B. Indemnification.....	22
C. Insurance	23
D. Safety Obligations	24
E. Changes and Addenda	25
F. Contract Incorporated.....	25
G. Release of Information.....	25
H. Proprietary Information.....	25
I. Contract Times	26
J. Liquidated Damages	26
K. Subcontractor and Suppliers.....	26
L. Payment	26

M. Taxes	27
N. Governance Law	27
O. Warranty	27
P. Substantive Proposal	27
Q. Proposal Binding	27
R. Economy of the Proposal	28
S. Qualifications.....	28
T. Independent Contractor	28
U. Right of Owner to Terminate Contract	28
V. Force Majeure.....	29

List of Appendices

- Appendix A Peregrine Plant Analysis Report
- Appendix B Proposed Pricing Form
- Appendix C As Built Maps of Rancho Murieta

SECTION 1. GENERAL INFORMATION

A. Introduction

The Rancho Murieta Association (Owner) is inviting interested and qualified Firm(s) to submit a Proposal for the Design and/or Construction required to Upgrade the Existing Community-Wide Hybrid Fiber-Coax (HFC) Network (herein referred to as "Network Project"). This Network Project will be an upgrade to the Hybrid Fiber-Coax (HFC) Broadband Network in accordance with the specifications and conditions contained within this Request For Proposal (RFP No. 2010-1). Pending approval and funding by the Board of Directors the Owner plans to upgrade the existing Network through out the community to serve approximately 2000 potential residential, and commercial customers within the community of Rancho Murieta.

The successful Firm(s) will be responsible for the design of the network and construction (primarily changing almost all line equipment (taps, amps, line extenders, etc.). The Owner will manage procurement of construction materials required for the Network Project, and provide materials management and overall project management during the construction.

The Owner envisions the Network Project to consist of two major activities: 1) the design of the network, including creation of a comprehensive BOM (Bill of Materials); 2) the construction and management of the field crews to implement the Network Project.

The successful Firm(s) must be qualified to perform the work according to the standards and specifications as contained in this RFP. The Owner, in its sole judgment, will select and enter into contractual relationships with the successful Firm(s) that provides the most responsive proposal in compliance to the RFP and overall best value to the Owner.

B. Rancho Murieta Information

The community of Rancho Murieta is a gated community located 25 miles southeast of Sacramento, California in the Sierra foothills with a population of approx. 4,500. The community is managed by the Home Owners Association (Rancho Murieta Association) which owns and operates the Cable TV/Broadband network. .

C. Project History

The Rancho Murieta Association has been operating the community's cable television system for 25 years. The system began offering broadband services (data, internet) eight years ago. The system currently serves approx. 2,000 residential customers and a small number of commercial customers in and around the community. The objectives of

the project is to provide the residents of Rancho Murieta with state of the art, dependable, affordable telecommunications services.

The services currently offered by Rancho Murieta Cable TV include:

- o 50 Channels of Analog CATV
- o 100+ Channels of Digital Video
- o Premium Channels (HBO multiplex, etc.)
- o High Speed Internet 5-8 Mb/sec. downstream and 1 Mb/sec. upstream

The Owner knows and understands the value of a Community-owned and operated network and has been engaged in the implementation of its goals for telecommunications. The Board of Directors has authorized and funded portions of the Network Project as described later in this RFP. The Board of Directors must approve the final contract with the successful respondent(s) to this RFP.

D. Network Project Background and Approach

The Owner has approached the overall design-build of the Network Project in three phases as described below:

Phase I – Evaluation of the Current Network:

The Owner has already constructed and presently operates approx. 33 miles of HFC plant. The plant is entirely underground except for an overhead line of approx. 1 mile linking two parts of the community. In 2009 the Owner hired Peregrine Communications to evaluate the existing outside cable plant and provide written documentation regarding the current status of the system. An on-site field engineering walkout survey was completed by Peregrine Communications to verify by field inspection the existing “as built” outside plant coax. A Peregrine Communications field engineer physically walked out all active fiber and coaxial routes verifying or noting the proper geographic location of the poles/pedestals and all attributes as listed below associated with that pole/pedestal. The field engineer measured or verified the span footage and identified the service drops. Service drops greater than 150’ from the pedestal to the side of the house were identified.

The field engineer opened almost all pedestals and gathered the following information:

- 1) Nodes, amplifiers, line extenders: identify type and manufacture.
- 2) Power Supplies: identify type and manufacture and if standard or stand-by.
- 3) Splitter/Directional Couplers: identify value and if 1GHz or older.
- 4) Taps: identify tap value/number of ports and if 1 GHz or older.
- 5) Cable: identify type and manufacture.

This information was provided on AutoCAD system maps using data gathered during the walk-out. The system currently has 9 fiber nodes with the homes passed per node varying from 109 to 435.

A complete copy of the Peregrine Report is included as Appendix "A" of this document. An electronic copy of the as built maps is included as Appendix "C".

Phase II – Prior Upgrade Efforts:

The Owner had already started an upgrade to 870 MHz replacing equipment as older equipment reached it's end of life span or when adding additional channels.

It is the Owners desire to use/re-use as much of the existing equipment as possible in order to reduce the total cost of the project.

- o 100% of the existing nodes are 870 MHz.
- o 80+% of the existing amps are 870 Mhz. SA Gainmakers
- o 40% of the existing taps are 1GHz taps.

In many cases the equipment would likely need to be removed from it's current location and reinstalled at a different location. Additional equipment will be purchased to allow for this operation while minimizing system down time and subscriber disruption.

Phase III - Community-Wide HFC Network Project:

With the successful deployment of phase I and some success in phase II, the Owner desires to complete the upgrade as rapidly as possible by contracting for a new design and the associated upgrade construction as phase III of the Network Project, Upgrading the system to serve all residential and business in Rancho Murieta. Pending final approval and funding by the Board of Directors, the Owner plans to commence immediately to design, construct and operate the final phase of the Network Project.

The Owner will enter into contracts as needed for materials, services and other activities as needed, for the design and construction of the Network Project.

E. Purpose of this RFP

The Owner, through this RFP process, desires to select qualified Firm(s) to design and upgrade/construct and implement the proposed HFC Network Project in accordance with the standards and specifications outlined herein. Qualified Firm(s) are invited to respond and must follow the instructions of the RFP.

This RFP is to solicit proposals from qualified Firm(s) for the following two (2) activities or scopes of work:

- Design and Engineering Work –The Firm must be familiar with HFC networks, equipments and construction methods, standards and project approach. The Design Firm must specify and develop, bills of materials and quantities for the Network Project to allow Owner to provide procurement of materials. The Design Firm must be knowledgeable in all materials including pole hardware, optical fiber cable, optical nodes, amplifiers and other CATV line equipment, underground conduit systems, drop materials, splice enclosures, cabinets, etc. for this Project. The Design Firm will be responsible for documentation and providing maps and other drawings as required for the upgrade/construction of the network for the

Owner. The design firm will be responsible to provide final “as built” maps after the construction is completed, including any changes provided them by the construction firm. Final “As Built” maps will be provided as 3 hard copies (including key map) and an electronic version in a format approved by Owner.

- ❑ Construction Work – The Construction Firm will be responsible for the overall upgrade/construction and related field activities. Upgrading the Network Project according to the design standards and specifications created by the Design Firm and approved by the Owner. The Construction Firm will be responsible for obtaining all right of ways and easements as well as easements in, along and across the residents and other private property for all outside plant and field splice boxes. *(The vast majority, if not all equipment will likely be placed in existing equipment locations which already have easement.)*
- ❑ The Construction Firm will be responsible for customer care and public information activities (hanging construction door tags, providing updated construction location, timing, etc. information to Owner and residents, etc.) before and during the Network Project. The Owner will post construction communications to subscribers on a message channel on the system.
- ❑ The Owner will have available for use/lease should the construction firm desire to use/lease it, a construction staging areas with sufficient space for warehousing of equipment and materials during construction. (Material Procurement will be the responsibility of the Owner.)
- ❑ The Construction Firm will be responsible to provide the Design Firm with any and all field changes to the original design to allow the Design Firm the ability to provide accurate “As Built” maps.

It is the sole decision of the Owner, if to select and award a single contract to a qualified design-build Firm that provides all of the skills and resources to perform all of the work or to two independent firms, one doing the design and the other the construction. The Owner values a project approach that will enhance cooperation, and maximizes efficiency in the work. However, all proposals from qualified Firms will be accepted for any or all portions of Network Project.

The Owner reserves the right to award the contract(s) to the Firm(s) as it deems most favorable to the Owner.

SECTION 2. PROPOSAL REQUIREMENTS

A. Proposal Requirements

All Proposals must comply with all of the RFP requirements and requested information from the Owner. Failure to complete and furnish the necessary information as specified may result in disqualification. Before submitting a Proposal, the Firm shall thoroughly

become familiar with all conditions and terms referred to in this document and any addenda. It is the Respondent's responsibility to ascertain all of the required information prior to submitting a Proposal.

B. Pre-Proposal Site Visit

The Owner invites all interested Firm(s), at its own travel expense, to make a site visit to be held at 11:00 A.M. local time on March 3rd, 2010 at the Owner's offices located at 7191 Murieta Parkway, Rancho Murieta, California. The pre-proposal conference will answer questions from prospective Respondents as well as familiarize them with the logistics involved, the Owner and site conditions. **Attendance is strongly encouraged.** The Owner encourages questions regarding the plans, specifications or other documents related to the Project to be submitted in writing prior to the pre-proposal conference. The Owner will conduct the pre-proposal conference.

C. Proposal Format and Content

The Owner requires the Firm to provide three (3) complete proposals.

All proposals must be typewritten on standard 8 ½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated and described in detail below:

1. Letter of Transmittal
2. Table of Contents
3. Executive Summary
4. Design and Engineering Requirements (if submitting for Design)
5. Construction and Management Requirements (if submitting for Upgrade/Construction)
6. Project Schedule and Milestones
7. Total Pricing Requirements
8. Firm's Ability to Perform - Litigation, Financial, Legal and Experience
9. Appendix - Other Materials

Proposals should be clear and concise. The Firm should include a work plan, staging plan, and construction schedule outlining the type and number of personnel required.

1. Letter of Transmittal (1 page)¹

A letter of transmittal must accompany each Proposal. The letter of transmittal must provide the following:

- Identify the submitting organization (Firm).
- Identify the name and title of the person authorized to contractually obligate the organization.
- Identify the name, title and telephone number of the person authorized to negotiate the contract.
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification.
- Acknowledge receipt of any and all amendments and addenda to the RFP.

2. Table of Contents (1 page)

A table of contents must be included in the Proposal with page numbering.

3. Executive Summary (1 - 2 pages)

This section provides a brief summary of the Firm compliance and commitment in providing all or part of the required elements of the RFP. The executive summary may provide an overview of the features of the Proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Proposal.

4. Design and Engineering Requirements (1-3 pages) (If bidding on the Design)

The Respondent must present its approach to perform the work as described in this RFP. It must include an estimated total price and proposed total timetable for this work.

5. Construction Requirements (1-3 pages) (If bidding on the Construction)

The Respondent must present its approach to perform the work as described in this RFP. It must include an estimated total price and proposed total timetable for this work.

6. Project Schedule and Milestones Requirements (as needed)

The Respondent must present its approach to perform all the work to be performed by the Firm as described in this RFP. In this section, the Firm must describe the timetable and proposed schedule to complete the work. The Proposal should identify key milestones in the schedule to be used to monitor progress of the work performed by the Firm. Where work is to be done concurrent or work is dependent on other activities, the Respondent should clearly identify these activities in the schedule. Especially if any work is dependent upon others and/or the Owner. The Respondent should provide any information that may of value to the Owner in determining the successful Firm.

7. Total Pricing Requirements (as needed)

¹ The number of pages by each section represents a not-to-exceed number as desired by the Owner.

The Respondent must complete the Proposed Pricing Form (Appendix B) as described in this RFP. Pricing must be submitted for each element of work to be proposed by the Firm. Lump sum and unit pricing are to be submitted by the Respondent on the form. The information in the Proposal should be in sufficient detail as to allow the Owner to monitor the work and determine appropriate progress payments.

8. Firm's Ability to Perform - Litigation, Financial, Legal & Experience (as needed)

This section shall include the following details about the firm, its resources and staff:

- a. Litigation: Respondents must provide a discussion of any litigation resulting from similar engagements. The existence of litigation will not in itself disqualify any offer. The failure to disclose litigation that has occurred or may be pending may result in disqualification of the Respondents proposal and termination of the contract if one is awarded.
- b. Financial Stability: Evidence of financial responsibility should be included. Respondents will be required to demonstrate the ability to meet Owner indemnification and insurance requirements.
- c. Legal Business Standing: Respondent must explicitly state that they have legal standing to accomplish required services within the State of California.
- d. Experience on Similar Projects: Respondents must demonstrate their qualification for the work by submitting a list of at least three (3) references of similar types of projects including the name of the project, the name of the project manager (or contact person), telephone number, a brief description for the project.
- e. List of Key Personnel assigned to the Project: Respondents must present the names and brief resumes of the key personnel to be assigned to the work and their proposed duties and skills.

11. Appendices (as needed)

Respondents may attach other materials in the appendices, which they feel may improve the quality of their proposals or add value to the Owner's decision. These materials should be included as items in a separate appendix.

D. RFP Clarifications

Any potential Respondent seeking clarifications of any part of this RFP must submit their questions in writing via email, mail or facsimile to:

Paul Venturella
Communications Manager
Rancho Murieta Association
7191 Murieta Parkway
Rancho Murieta, California 95683
Fax Number: 916-354-3515 Phone: 916-354-3500
Email: paulv@rma-hoa.org

All clarifications or questions must be submitted three (3) days prior to the due date of the Proposals. Copies of the questions and the Owner's answers will be provided to all known Respondents. (Respondents desiring to receive this communications may request so via phone or email to the above address.) The identity of the organization submitting the question(s) will not be revealed.

E. Proposal Submission Requirements

Proposals must be received by the Owner prior to 5:00 P.M. Pacific Daylight Time (MDT) on March 9th, 2010. The Proposals shall be sealed in an envelope marked "Network Project – RFP No: 2010-1". Electronic submission is acceptable however the proposal should not be assumed to have been received until confirmation is received from the Owner. Late submissions will be returned. The Proposals shall be sent or delivered to:

Paul Venturella
Communications Manager
Rancho Murieta Association
7191 Murieta Parkway
Rancho Murieta, California 95683
Email: paulv@rma-hoa.org

F. General Issues

The Owner desires innovative, unique, and cost effective solutions to the upgrade allowing the maximum usage of existing equipment and the minimum disruption to viewers cable/broadband services and property. As such, this RFP process is specifically being presented in a manner that allows maximum input and innovation from potential Firm(s). A single proposal with multiple construction options from a single Firm is acceptable. Alternative solutions and ideas may be presented for consideration.

This RFP is not intended to limit the number of responses or provide an unfair advantage to specific technical solutions or products. The Owner will consider proposals that present comprehensive design and construction solutions.

The Firm must become familiar with the construction site. The Firm is responsible for any interpretation or conclusion drawn from any technical data and information provided from the Owner. The Firm must be knowledgeable about the existing utility construction in the area, permitting requirements and property rights.

SECTION 3. SELECTION PROCESS AND METHOD

A. Overview

The Owner will form a selection committee to make the choice of the successful Firm for the Network Project based on the evaluation factors listed below. The Owner will be the sole judge and have complete discretion in selecting the Firm and awarding the contract.

The successful Firm will be selected and announced by the Owner and then the Firm must complete the final negotiations and enter into a contract with the Owner and submit the proof on insurances. The Contract must be in the form and content acceptable to the Owner in the Owner's sole discretion. The contents of the successful Firm's proposal will become contractual obligations for the work. Failure to accept these obligations in a contract will result in cancellation of the award of the contract.

The issuance of this RFP in no way constitutes a commitment or obligates the Owner to award a contract. If it deems that it is in the best interest of the Owner and in its sole judgment and discretion, the Owner reserves the right to reject any and all Proposals, to waive any informalities or all irregularities, to accept any portion of the Proposal, to reject any portion of the Proposals or to cancel the RFP. The Owner reserves the right, at its sole discretion, to request additional information from any or all Respondents. The Owner is not liable for any costs by the Firm(s) in preparing and submitting their Proposals. While the Owner intends to execute a contract for the services listed herein, it is not bound to do so and this document will not be interpreted as binding of the Owner to enter into an agreement with any bidder.

B. Evaluation Criteria

The Owner will evaluate the Proposals and select the successful Firm(s) using the following key criteria (not in any order of importance):

1. Conformance to the RFP and project approach
2. Qualifications and experience of the company and key staff
3. Ability to perform and financial stability of the Firm
4. Unit costing and pricing for the work
5. Project timetable
6. And any other related factors as deemed critical by the Owner

As part of the evaluation, the selection committee may contact the references provided in the Proposal.

The selection committee may invite the Firm(s) to make an oral presentation on their Proposal at the Firm's own travel expense. The Owner will provide an agenda and requirements of the presentation to the Firm. It is the intent of the Owner to learn and understand the Firm's approach to the project and its ability to perform the work.

SECTION 4. NETWORK INFORMATION

A. Overview

This RFP does not provide all of the design criteria and standards for the Network Project. It is the intent of the Owner to select and contract with a qualified and experience design and construction Firm(s). Respondent(s) must demonstrate their ability to design and construct the Network Project in its presentation and approach in their Proposals.

B. Network Characteristics/Assumptions

The proposed Network Project has the following characteristics and should be used as assumptions in the planning and costing of the Network Project. (The Firm(s) selected to complete the work will be provided with a map of existing empty conduit.

- Estimated 2000+ total residential homes to be passed in the Community
- Estimated 25 total commercial customers to be passed in the Community
- Estimated 33 total miles of telecommunication plant to be upgraded/constructed
 - o Approximately 1 mile of aerial plant (truck & fiber only: this link likely does not require work).
 - o Approximately 32 miles of existing underground plant
 - Mostly direct bury cable in the northern section of the community with cable in conduit in the south section.
 - The Owner expects to have the Firm replace an unknown number of miles of bad cable.
 - The Owner has installed or has had installed some underground conduit. This conduit is empty and will be made available to the contractor.

The Firm must incorporate as much as possible of the existing network infrastructure into the new design, interoperability and construction of the Network Project.

C. Network Approach

The network should be designed to operate today at 870 MHz but be future proofed by being designed with spacing to allow for the placement of 1GHz nodes, amps, line extenders, in the future without a change in equipment spacing. All taps will be upgraded to 1 GHz during this upgrade.

D. General Technical Requirements

The Network must be consistent with the most current industry standards and practices.

The operation of the Network must be reliable and to the extent reasonably possible, eliminate as many single points of failure as possible.

The network should be designed with all power supplies being upgraded to “stand-by”. As an option, the stand by power supply should have the ability to send a notification to the Owner when it loses line power (Status Monitoring) and switches over to battery power. The battery power should last not less than 2 hours. The Owner will review the cost of the project and determine if the status monitoring is included in the final project or used in a future upgrade.

Drops are typically up to 150 feet or more and the design should expect up to a 4 way split in the home. Therefore it appears tap output should be designed for at least 18.5 Db. Currently all nodes are 870 MHz and 80+% of the Amps are SA 870 Gainmakers. Approx. 40% of the existing taps are 1GHz and should be reused.

All crimp type drop connectors at the tap must be replaced with compression type fittings during the upgrade.

The target homes per node is 200 or less. Nodes capable and in need of being segmented should have this recommended by the Design Firm. Special attention should be paid to increasing the available future up and down stream data bandwidth. The design should consider an active return.

SECTION 5. NETWORK DESIGN AND CONSTRUCTION WORK

The Network Project is divided into two (2) activities:

- ☐ Design and Engineering.
- ☐ Upgrade/Construction of the Outside Plant.

Each respondent must describe its approach for the work to be performed, a proposed costs for said work and expected timetable to complete the work. Work not expressly defined in this RFP should be presented in the Respondent's Proposal and will be included in the contract.

The Owner seeks to construct the Project using generally accepted techniques, standards, approaches, methods, equipment and materials.

If a Respondent is submitting a response that would result in the Respondent's undertaking anything less than both activities, the Respondent must specify in its response which of the two (2) work activities it proposes to undertake and how it will coordinate its activities with others selected by the Owner to undertake the balance of the work activities, such that it is clear which entity has responsibility for the various activities and that there are no gaps in coordinating the design and construction of the Network Project.

A. Design and Engineering Requirements

The selected Design Firm must agree to the following:

Design and Mapping Approach. The Firm must be knowledgeable in HFC standards and specifications. The Design Firm must understand construction techniques and methods. The Design Firm must be able to produce field drawings (job sheets) suitable for the construction of the project. These job sheets must be typical and understandable by the construction industry with sufficient detail to give specific requirements to the Construction Firm.

As-Built Drawings. Upon completion of the work, the Design firm must update the maps and drawings to reflect all changes from the as-built drawings supplied by the Construction Firm and present accurate "as-built" drawings and maps to the Owner.

Field Survey. The Design Firm must conduct a field survey to ensure the proposed design can be constructed accordingly if new construction is required. Any conflicts in the field discovered in the field must be resolved by the Design Firm. A walk-out survey of the plant was conducted by Peregrine Communications and the Owner in 2009 and the system information is available from the Owner (see Appendix A and system as build maps (Appendix C) on the DVD). The Owner encourages the Design Firm to examine the walk-out survey data to minimize costs. However, the Owner is not responsible for any discrepancies in the system mapping and actual field conditions.

Design Criteria. The Design Firm must prepare a design criteria and standards for the Network Project prior to the start of system design for approval by the Owner. The design criteria standards are to consider 870 MHz (and/or 1 GHz for equipment to be purchased if cost effective.) HFC equipment, the network topology, conduit systems, fiber type and counts, construction techniques and methods, existing cable routes and Owner specifications.

Material Specifications and Quantities. The Design Firm must provide specification for all the material specified in the Network design. The Firm must provide a complete estimate of the quantities for each piece of equipment and material. The Firm must

assist the Owner in reviewing technical specification and vendor information for procurement.

Make Ready Work for the Owner. The Design Firm will identify all conflicts in construction and give notice to the Owner on any make ready work with specific instructions to be performed by the Owner.

Proposal Requirements. The Respondent must provide a specific time line to complete the work. The timeline should consider concurrent activities whenever possible to minimize the construction period.

The Respondent must provide a sample of (1) the design criteria standard, and (2) a typical job sheet for the contractor.

Cost Requirements. The Respondent must (1) specify a lump sum price for the design and engineering, The cost shall include all overheads and miscellaneous expenses.

B. Construction and Management Requirements

The selected Construction Firm must agree to the following:

Construction Approach. The Network must be designed and constructed using the most current industry practices and procedures, construction standards, methods and techniques. The Firm has responsibility for all of the outside plant construction, fiber splice boxes, splicing, fiber management, Nodes, amps, line extenders, etc. configuring and testing the network. ***The work should be done in a manner to create the least impact to the customer and to minimize the construction costs.***

Special attention should be paid to avoid damage to residents property and the Firm must be prepared to quickly restore any and all damaged property to as near original condition as possible. The Firm must either have, staff trained and dedicated to restoration, a contract/agreement with the Rancho Murieta Association Maintenance group or a well qualified local 3rd party landscape company agreement or contract to insure rapid restoration to any damaged property.

Construction Methods and Techniques. ***The Construction Firm should use to the extent possible the existing infrastructure including conduits and equipment in the deployment.***

Project Coordination Meetings. The Construction Firm shall hold project coordination meetings with the Owner to discuss the project status and identify any conflicts to the schedule. The meetings will be held at least weekly or more frequently as determined by the Owner.

Project Reporting and Progress Tracking. The Construction Firm must track the progress of the work and submit invoices for payment according to the contract

amounts and contract conditions. The Construction Firm must keep track of key milestones in the schedule. The Firm must prepare progress reports and present oral reports to the Owner as the progress of the project.

Subcontractors. The Construction Firm must have all subcontractors approved by the Owner prior to the start of work. Changes in subcontractors will be permitted as approved by the Owner which such approval will not unreasonable be withheld. The Firm will identify any subcontractors and describe responsibilities and duties.

Material Handling. The Construction Firm will be responsible for materials provided to them by the Owner. Any damages to or lost material will be the cost of the Firm. The Construction Firm should inspect all material for defects before installation or handling the material. The Construction Firm will comply with the requirements of the Owner in checking out materials.

Restoration. The Construction Firm will be responsible for the restoration of all construction sites to its near-original conditions and to the satisfaction of the landowners and the Owner in a timely manner. The Owner's decisions with respect to what is a satisfactory restoration shall be final and there shall be no exceptions.

Mobilization and Staging Area.² The Construction Firm can obtain and develop a construction staging and material handling facility. The location must meet community code if within the community.

Public Relations. The Construction Firm must provide the staffing and resources to perform all of its own public relation activities in giving notice to impacted customers prior to construction. The Firm must ALWAYS place door hangers prior to start of construction, resolve complaints and inspect restitution of property. The Firm must track all calls reporting problems or property damage and make a reporting of events.

Fiber Splicing. The Construction Firm shall be responsible for quality splices and workmanship to the standards as set by the project design and required by the Owner.³ Each splice must be recorded on the splicing diagrams and reports. An OTDR will be used to test each splice. An optical power meter and a laser light source are to be used to measure the losses on each fiber and verify continuity between fibers the Firm installs or splices.

Safety Program. The Construction Firm's safety program must meet all requirements of the California Industrial Code (Title 8) General Safety Order 3202. The Firm must also comply with all OSHA regulations and reporting.

Inspections and Testing. The Firm must develop its own plan for quality control and assurance programs and inspections and testing activities and follow the plan proposed. The Owner reserves the right to conduct inspections of the work and the Firm must be

² The Owner may have property suitable for the staging area and available for lease.

³ The current standard for the Owner is that a splice loss shall not exceed 0.30 db.

able to provide a proof of performance. The Owner may perform testing of the network. The lack of testing by the Owner does not remove the requirement of performance by the Firm under the contract. The Firm will be encouraged to perform testing on the fiber and cable before installation and log results. Any damaged fiber or cable should be reported to the Owner.

As-Built Drawings. The Construction Firm must track field changes on the maps and job sheets and submitted accurate “as-built” drawings of the Network to the Design Firm. All changes are to be reported and documented.

Permitting and Right-of-Way Requirements. The Construction Firm must obtain all required permits and license to construct the Project. Within reason, the Owner will assist in the Firm in obtaining permits from the Community.

Traffic Control Plans. The Firm must develop traffic control plans as deemed necessary by CalTrans and/or the Rancho Murieta Association. The Firm must comply in all aspects with said plans.

Change Orders. Changes to the contract are not desired and should be kept to a minimum. Any changes to the contract amount and schedule shall require the approval of the Owner before the change. The Firm shall adhere to the formal change process in which a review of changes is to be adopted by the Owner’s Project Manager prior to any work being done. A standard change order form and process shall be developed for this work as part of the contract.

Proposal Requirements. The Respondent must describe in detail the plan for performing the Construction Work Requirements as specified in this RFP. The Respondent must indicate the resources and time line requirements to complete this work.

The Respondent should describe their network testing plan, PR plan, quality control plan, on-site staging area, project tracking and project management methods. List and describe any subcontractors. The method and approach for construction should be presented in the Proposal.

Cost Requirements. The Firm must provide a breakdown of the cost proposal in sufficient detail to show all unit pricing data.

C. Project Schedule and Milestone Requirements

The Respondent must present a Project schedule for the design-build work. The schedule must establish a timeline for each component of work:

- Design and Engineering Requirements
- Construction and Management Requirements

The schedule should identify start times and ending times for each activity within the work Requirements to demonstrate to the Owner the Firm's ability to plan and execute a project. The schedule should indicate any interconnected activities, concurrent work and/or project dependents and note any and all critical path elements for a timely completion. The schedule should consider weather, site conditions, traffic issues, and outside elements and other reasonable and related event that could impact or affect the work. The Firm should show and describe their resources, approach and staffing to the work.

The Owner desires to complete the work as timely as reasonable and practical.

Using details from the successful Respondent's Proposal, the Owner will incorporate them into a Contract for the final design-construction schedule.

D. Total Pricing Requirements

The Respondent shall complete the Proposed Pricing and submit it with its Proposal. The Respondent will provide pricing to the Owner for each element of work they are bidding on as described:

- Design and Engineering Requirements
- Construction and Management Requirements

The Pricing Form should be for labor only and not include costs for materials.

From the successful Respondent's Proposal, the Owner will incorporate into a Contract for the final design-construction pricing. All pricing is subject to negotiations by the Owner and the successful Firm to ensure sufficient details and protection are provided in the Contract.

SECTION 6. OWNER'S RESPONSIBILITY

The Owner has responsibilities for the following activities:

- Permit the use of its utility easements for construction of the network and access to Rancho Murieta Community property and rights-of-way (ROW).
- Assist in obtaining any Rancho Murieta Community permits.
- Perform any make ready work for the underground that is deemed by the Owner not to be a part of the contract work.
- Communicate with the Firm. Designate a project manager to represent the Owner and be the liaison between the Firm/Contractor and the Owner

and to handle all matters related to the contract including cost issues, questions, requests for clarification, and change orders.

- Provide data and information as appropriate.
- Make timely payments for work completed.
- Review any changes in the contract and issue change orders in a timely manner as deemed appropriate.

SECTION 7. SELECTED FIRM'S RESPONSIBILITY

In addition to the responsibilities that are otherwise set forth herein, the successful Firm(s) shall have the responsibilities to:

- Supervise, inspect and direct the work in a competent and skillful manner. Determine all means, methods, techniques, sequences and procedures of construction.
- Provide competent and qualified workers to the project and maintain order and discipline at the site.
- Track the schedule and demonstrate compliance to the contract times.
- Designate a project manager to handle all communications regarding the project.
- Obtain all permits and licenses.
- Comply with all federal, state and Community laws and regulations applicable to the performance of the work.
- Track and handle all customer complaints. Provide records as to the complaint and resolution. Permit the Owner to audit the work and ensure customer quality.
- Track all costs, receipts, invoices, tickets, expenditures, shipping receipts, and bills of materials to present for payment from the Owner. Missing documentation is not the responsibility of the Owner and payment will be withheld. All paper work should be submitted in a timely fashion.

- Supply all office space, materials warehousing, staging areas, lay-down yard, vehicle storage, etc.⁴ Provide for fuel, light, telephone, water, sanitary facilities, office space, etc. Maintain the site clean and workable.
- Perform safety training and have an emergency plan.
- Give immediate notice to the Owner's representative on any potential changes to the contract, schedule, work and/or prices. Provide cost estimates and schedule information for any said changes as agreed by the Owner. Follow the process for submitting a change order to the Owner. Acknowledge and approve change orders in a timely manner.
- Correct any defective work. Perform required testing and demonstrate results. Maintain quality control and workmanship of the Project.
- Rancho Murieta Accounting Policies and Procedures require contractors to provide:
 - Proof of valid workers compensation insurance.
 - Certificate of Insurance naming Rancho Murieta Association as an additional insured.
 - A Hold Harmless Agreement
 - Completed IRS Form W-9

SECTION 8. GENERAL TERMS AND CONDITIONS

A. Definitions

The following are definitions to be used in this RFP:

Construction Firm: The Construction Firm shall mean the successful firm selected by the Owner to perform the construction and management work.

Contract: The Contract shall mean the agreement between the successful Firm(s) and the Owner for all of or any portion of the design, engineering, surveying, constructing, managing and implementing the Network Project.

Community: The Community shall mean the Community of Rancho Murieta, California and/or the Owner.

⁴ Storage space may be available to the Firm by the Owner. Any lease of such space shall be handled through separate agreement with the Owner.

Design Firm: The Design Firm shall mean the successful firm selected by the Owner to perform the design and engineering work.

Firm: The Firm shall mean the successful Respondent or Respondents to the RFP, including one who submitted a proposal to the Owner for the design, engineering, and construction or one who submitted a proposal for one or more of these activities as part of the Network Project.

HFC: HFC shall mean Hybrid-Fiber Coax. Typically a network using fiber to nodes which then convert/transfer the signal to a coax cable network with amplifiers, couplers and taps serving coax drops to customers.

Owner: The Owner, shall mean the Rancho Murieta Association.

Proposal: Proposal shall mean the document in accordance with the RFP submitted by the Firm to the Owner for consideration in selecting and awarding a contract for the Network Project.

RFP: RFP shall mean Request for Proposal.

Respondent: The Respondent shall mean the firm that submits a proposal according to the RFP to the Owner for the design, engineering, and construction of the Network Project.

B. Indemnification

To the fullest extent permitted by law the Firm/Contractor shall indemnify, defend and hold harmless Owner, and any subsidiary or affiliate of the Owner, and its past, present and future agents, representatives and employees from and against all claims, damages, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that such claim, damages, loss, liability, lien, cost, citation, penalty, fine or expense is caused in whole or in part by any negligent act or omission of the Firm/Contractor, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether liability is imposed up such indemnified party by applicable laws, rules or regulations regardless of the negligence, omissions or other fault of such indemnified party. This indemnity obligation is intended to include the indemnification of Owner indemnified hereunder for damages apportioned to the Firm/Contractor, any subcontractor, any sub-subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the Owner. In any and all claims against the Owner, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Firm/Contractor, any subcontractor, any sub-subcontractor, any one directly or indirectly employed by any of

them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Firm/Contractor, any subcontractor, any sub-subcontractor under the worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

To the fullest extent by law, the Firm/Contractor shall indemnify, defend and hold harmless the Owner and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

- a. The Firm/Contractor's breach of any covenant or warranty of this Agreement.
- b. Any damage or loss to any property caused in whole or in part by the Firm/Contractor, any subcontractor, any sub-subcontractor or any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the Owner or its agents or employees and not attributable to the fault or negligence of the Firm/Contractor.
- c. The Firm/Contractor's failure to comply with any applicable law, rule or ordinance.
- d. The indemnity obligations of this paragraph are in addition to the indemnity obligation of the Firm/Contractor under the indemnification section.

C. Insurance

The Firm shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, and shall name Owner as additional insured with waiver of subrogation:

- a. The Firm's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the Firm's Employer's Liability Insurance shall be written for not less than \$2,000,000.
- b. The Firm's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$2,000,000 each occurrence.

- c. The Firm's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$2,000,000 each occurrence.
- d. The Firm shall not commence Work under this agreement until all of the insurances required herein be obtained by the Firm. The Firm shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.
- e. If the Firm uses any subcontractors, the Firm will provide for subcontractors or require the same insurance provisions for its subcontractors.

D. Safety Obligations

The Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating and supervising all portions of the Work under the Contract. The Firm shall conduct the Work in such manner as to protect the Owner and all other persons from accidents and injury, and in such a manner as to avoid damage to the Property, adjacent properties, or any improvements or personal property located thereon. The Firm shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Firm shall comply with all State and Federal OSHA, health environmental, and safety regulations, rules and laws. The Firm shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Firm shall examine the Property to its satisfaction prior to the commencement of any Work to become familiar with the condition of the Property to the extent necessary and appropriate to properly perform the Work. In this regard, the Firm shall (i) inspect the Property in order to determine the nature, extent and location of any dangerous or unsafe conditions on and in the vicinity of the Property, and (ii) specifically instruct its employees regarding appropriate safety practices and procedures in connection with any dangerous or unsafe conditions that may be encountered.

Owner makes no representations or warranties with respect to the condition of the Property, or for the accuracy or completeness of any information provided by Owner with respect thereto. Any harm or injury to the Firm, its employees, agents, subcontractors or any other persons performing any portion of the Work under an agreement with the Firm that is or may be attributable to the condition of the Property

including, with limitation, the condition of improvements thereon, shall be the sole responsibility of, and at the sole risk of the Firm.

The presence on the job site of persons representing the Owner shall not in any way be construed to limit the Firm's full responsibility hereunder for safety of all persons and property at the job site. Liability of the Firm for all damages to persons or public or private property arising from the Firm's execution of the Work shall not be diminished because of any inspection, testing or observation of the Work by agents of the Owner.

Under the "Hazardous Communication Act", commonly known as the "Community Right To Know Act", the Firm must provide to Owner with each delivery, material safety data sheets which are applicable to hazardous substances defined in the act. Failure of the Firm to furnish this documentation will be cause to reject any bid applying thereto.

E. Changes and Addenda

The Owner will issue replies and changes by addendum (amendment) emailed to all parties recorded by the Owner as having requested such material. All such addenda (amendments) issued by the Owner prior to the time that proposals are received shall be considered part of the request and Respondents shall be required to consider and acknowledge receipt of such in its transmittal letter. Only replies by formal written addenda (amendments) shall be binding. Oral and other interpretations or clarification will not be binding.

F. Contract Incorporated

The contract shall be prepared under the direction of the Owner and shall incorporate all applicable provisions. Respondents shall be aware that the contents of the successful response will become a part of the subsequent contractual documents. Failure of the Respondent to accept this obligation may result in a termination of negotiations with Respondent. Any damages accruing to the Owner as a result of the Respondent's failure to contract may be recovered from the Respondent.

G. Release of Information

The Owner shall not release information submitted relative to this RFP during the evaluation period. Respondents are requested not to release copies of responses prior to or during the evaluation period.

H. Proprietary Information

All proposals shall become the property of the Owner and will be treated as "Business Confidential". If a Respondent's proposal contains proprietary information, marking each page on which such information is found with the words "PROPRIETARY INFORMATION" must identify such information. If a Respondent fails to identify

proprietary information, the Respondent agrees that by submission of the response those sections shall be deemed non-proprietary.

I. Contract Times

The times for completion of the project and final payment are to be set forth by the Proposal and incorporated into the contract. The times will be taken into consideration in the evaluation of the Proposals and it will be necessary for the successful Firm to satisfy the Owner that the times are reasonable.

J. Liquidated Damages

The Firm agrees to deliver products or service as quoted in this proposal. Failure to deliver and install as quoted constitutes an event of default. The actual damages to Owner for the delay will be difficult or impossible to determine.

Therefore, in lieu of actual damages, the Firm shall pay to Owner, liquidated damages for each calendar day of delay, in an amount to be proposed by the Firm and approved by the Owner. The final costs for damages shall be included in the contract work.

Should the Firm be unable to complete the project within a reasonable period as agreed upon in the contract, the Owner, at its option, may treat the contract as breached, terminate the contract, purchase substitute work else-where, and charge the full increase, if any, in cost and handling for such work to the defaulting Firm, and seek such additional relief as provided by law. The Firm shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the Firm.

K. Subcontractor and Suppliers

Any Respondent must notify the Owner of any subcontractors, engineering firms or others to be assigned duties and responsibilities in perform the work. The Owner reserves the right to investigate any subcontractor, request for more information and make a determination as to their abilities and skills. In the event, the Owner rejects any subcontractors of the Firm, the Firm will be given sufficient time to replace the subcontractor without any increase in price or delay to the Project. The Owner encourages the Respondents to select qualified and experience subcontractors.

L. Payment

The Owner expects to make progress payments to the successful Firm based on the terms in the Proposal and as agreed by contract with the Owner. A retainage amount of five percent (5%) of the payments will be held until the completion of the Project bearing interest.

M. Taxes

The Owner is liable for any federal excise or any California state sales tax on material the owner purchases to be used on the Project. The Firm is responsible for all other taxes according to federal, state and Community regulation.

N. Governance Law

The laws of the State of California shall govern the RFP and any contract executed between the successful Firm and the Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Sacramento, State of California, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of California, and more specifically, the district court of Sacramento County, California.

O. Warranty

The successful Firm must warrant the Network Project for a minimum of one (1) year from its completion for all workmanship and restoration of landscaping with the exception of equipment not selected and supplied by the Firm.

P. Substantive Proposal

The Firm certifies that, (a) Firm's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) Firm has not directly or indirectly induced or solicited any other Firm(s) to put in a false or sham proposal; (c) Firm has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; (d) Firm has not sought by collusion to obtain for themselves any advantage over any other Firm(s) or over the Owner; and (e) Firm shall not violate or cause any person to violate the California Code of Ethics.

Q. Proposal Binding

The Firm is advised that its proposals shall be binding upon the Firm for a period of ninety (90) calendar days from the proposal due date. The Firm may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

R. Economy of the Proposal

The Firm must submit a complete and concise response to the proposal. All proposals received will be retained by the Owner. Proposals should be prepared simply and economically, while providing complete details of the Firm's abilities to meet the requirements of this proposal. All information must be legible. Any and all corrections and/or erasures must be initialed. The contents of the proposal submitted by the successful Firm may become part of any contract awarded as a result of this solicitation.

S. Qualifications

The Firm must show that they have satisfactorily provided services and performed similar work in the past. There are no claims of any kind pending against such work. No proposal will be accepted from a Firm who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be revealed in the proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Firm who is in arrears to the Owner, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Owner, or is deemed to be irresponsible or unreliable by the Owner.

T. Independent Contractor

The relationship of the Firm to Owner shall be that of an independent contractor. Neither the Firm as the contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of Owner. The Firm shall be responsible for, and hold Owner harmless from any liability for, unemployment taxes or contributions, payroll taxes or other federal or state employment taxes, and worker's compensation insurance coverage as may be required by law.

U. Right of Owner to Terminate Contract

Owner, upon written notice, may terminate this Contract, or any part hereof, as a result of the Firm's failure to render to the satisfaction of Owner, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by Owner. Owner shall be the sole determinant in all termination for cause issues. The Firm shall not be entitled, nor shall Owner give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Contract, or any part hereof, by Owner for cause.

Owner, upon written notice, may abandon or terminate this Contract or any part hereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of Owner. Upon receipt of written notification from Owner that this Contract, or any part hereof, is to be terminated, the

Firm shall immediately cease operation of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the provisions of this Contract that may be in its possession or custody, and shall transmit the same to Owner on or before the fifteenth day following the receipt of the above-written notice of termination, together with its evaluation of the cost of the work performed. The Firm shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice.

Owner shall determine the amount of work satisfactorily performed by the Firm and Owner's evaluation shall be used as a basis to determine the amount of compensation due the Firm for this work.

Termination by Owner for cause, default, or negligence on the part of the Firm shall be excluded from the foregoing provision; termination costs shall not apply. Owner reserves the right to make award on all items, or on all of the items, which are in the best interests of the Owner.

V. Force Majeure

"Force Majeure" shall be considered to be an act of God, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties' obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Contract, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party.

Neither party to this Contract shall be liable for delay or failure to perform pursuant to the terms of this Contract, if and to the extent such delay or failure is due to the event of Force Majeure as defined above provided that:

- o Nether party may claim the benefit of this section unless the delay or failure to perform is due to causes beyond its control and without its fault or negligence; and
- o Any delay or failure by a Contractor or subcontractor at any tier of either party shall not be excusable unless such delay or failure arises out of causes beyond the control of Contractor, and the services to be furnished by Contractor or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this Contract

END PAGE OF THIS RFP