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December 15, 2021

Solicitation No. SOL895155

Dear Interested Party:

Subject: Request for Qualifications (RFQ) for Prospective Broadband Partnerships

The Southern California Association of Governments (SCAG) and San Diego Association of Governments (SANDAG) are inviting interested parties to submit offerings related to the deployment of broadband/communications infrastructure and high-quality broadband services in Southern California.

Respondents to the Request for Qualifications (RFQ) may be pre-qualified and/or selected to enter into a Cooperative Agreement with SANDAG and/or SCAG. SANDAG and SCAG hope to identify entities interested in partnering with public agencies to co-author competitive grant applications with the goal of obtaining funding to deploy infrastructure and/or provide high-quality and affordable broadband service to residents, businesses, public agencies, educational institutions, and tribes in the Southern California region. In the event multiple vendors submit an expression of interest (EOI) for the same type of solution, SANDAG and SCAG will utilize a competitive process to make a selection for each broadband project. Entities that do not submit an EOI in response to this RFQ may not be eligible to compete for work on the broadband projects described in this RFQ.

A virtual pre-EOI meeting will be held on January 12, 2022 from 10:00 a.m. to 12:00 p.m. for interested parties to ask questions about this unique opportunity and overall project effort. At the meeting, clarifications on what SANDAG and SCAG are seeking as well as the RFQ process will be answered. Firms also are welcome to submit questions about the RFQ until January 23, 2022 via the Q&A process described in the RFQ.

All required documents must be submitted by the EOI deadline of 5 p.m. PT on February 9, 2022 in order to be considered. All interested parties should register their firm with SANDAG and download the RFQ at <https://www.bidnetdirect.com/sandag>.

Please note that each vendor is limited to submit only one EOI in response to this RFQ. More than one product or service may be described within an EOI.

Sincerely,

JENNY RUSSO
Grants Program Manager

MEMBER AGENCIES

Cities of
Carlsbad
Chula Vista
Coronado
Del Mar
El Cajon
Encinitas
Escondido
Imperial Beach
La Mesa
Lemon Grove
National City
Oceanside
Poway
San Diego
San Marcos
Santee
Solana Beach
Vista
and
County of San Diego

ADVISORY MEMBERS

Imperial County
San Diego County
Regional Airport Authority
California Department
of Transportation
Metropolitan
Transit System
North County
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United States
Department of Defense
Port of San Diego
San Diego County
Water Authority
Southern California
Tribal Chairmen's Association
Mexico

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)**



**JOINT REQUEST FOR QUALIFICATIONS (RFQ) FOR
SOUTHERN CALIFORNIA BROADBAND AND COMMUNICATIONS
INFRASTRUCTURE DEPLOYMENT**

Solicitation No. SOL895155

I. REQUEST FOR QUALIFICATIONS SUMMARY

RFQ Objective:

Identify public, private, or non-profit entities that would like to partner or collaborate with SANDAG and SCAG to implement broadband/communications network infrastructure and expand the provision of high-quality broadband services in areas of greatest need in Southern California.

This RFQ is being used to screen for potential vendor interest and product or service availability that can be used for prospective projects with SANDAG and SCAG for forthcoming competitive grant opportunities. SANDAG and/or SCAG intend to subsequently enter into a Cooperative Agreement with firms who have submitted an Expression of Interest (EOI) in response to this RFQ. If more than one vendor proposes the same product in the same area, SANDAG and/or SCAG will conduct a Request for Proposals between only those vendors that responded to this RFQ for the provision of that product or service.

RFQ Release Date
Non-Mandatory Pre-EOI Meeting via Zoom
Deadline for Questions Regarding RFQ
Expressions of Interest Due

December 15, 2021
January 12, 2022 10:00 a.m. to 12:00 p.m.
January 23, 2022 5:00 p.m.
February 9, 2022 5:00 p.m.

SANDAG Vision Statement

Pursuing a brighter future for all.

SANDAG Mission Statement

We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.

Our Commitment to Equity

We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society. We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us. We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

II. Background

Broadband is an essential public good in today's modern society. Essential daily tasks such as remote work, distance learning, telehealth, and social networking are just a few examples of services that rely on high-quality broadband service and provide a digital avenue for economic prosperity and an improved quality of life. However, broadband is far from being a universal service across the state. The digital divide puts unconnected and under-connected California residents at a disadvantage and creates significant barriers for accessing the tools needed to pursue online education, acquire health services, or pursue jobs or other economic development opportunities.

In Southern California, approximately 15 percent of all households within the SCAG region do not have access to adequate internet speeds or no internet access. In the SANDAG region, only 66% of households in the rural areas have access to adequate broadband service as compared to 94% in the urban areas. Low-income households, minority populations, and seniors in urban communities also face disproportionate access to broadband. Attachment A illustrates maps of needs and opportunities for broadband service in the SANDAG and SCAG areas. Learn more about the state of the digital divide in the San Diego region and findings from the broadband gap analysis in SANDAG's interactive [Digital Divide story map](#). Gaps in broadband infrastructure, limited number of internet service providers (ISPs) and affordability of service pose significant barriers for broadband adoption.

As the metropolitan planning organization (MPO) and regional forums for decision-making, SANDAG and SCAG have an important role to play in bridging the digital divide. SANDAG serves as the MPO and regional transportation planning agency for the San Diego region's 19 local governments. SCAG is the nation's largest MPO, representing six counties, 191 cities and more than 19 million residents. Together, SANDAG and SCAG represent over 22 million residents, or 60% of the state's population.

We believe achieving digital equity is not only imperative to the quality of life for Southern California residents, businesses, and visitors, it is also vital for the future of transportation and an essential component of SANDAG's [Draft 2021 Regional Plan](#) and SCAG's [Connect SoCal Plan](#), which both rely on technology and connectivity to achieve their mobility, sustainability, and equity goals. In January 2021, the SANDAG Board of Directors adopted [Board Resolution No. 2021-09](#) committing to develop a Digital Equity Strategy and Action Plan that leads to rapid broadband deployment and adoption in the San Diego region. On February 2, 2021, SCAG's Regional Council adopted [Resolution 21-629-2](#), which pledges SCAG to assist in bridging the digital divide in underserved communities.

III. RFQ Overview

To bridge the digital divide, SANDAG and SCAG are seeking prospective partners who can improve broadband accessibility to underserved and unserved households in Southern California. SANDAG and SCAG have worked closely with public stakeholders including Caltrans, local jurisdictions, tribal governments, and utilities to identify strategic opportunities to identify gaps in fiber and broadband/communications infrastructure. SANDAG, SCAG and its stakeholders have developed guiding principles that serve as the foundation for this endeavor:

- Strategic deployment of middle-mile infrastructure with last-mile investments. Prioritize middle-mile investments in areas of greatest need and complement last mile deployments to immediately focus on providing internet access to the hardest-to-reach residents—rural unserved communities, Tribal Lands, and underserved neighborhoods.
- Incorporate effective public-private partnerships. Leverage best practice and lessons learned from public and private partnerships throughout the nation to serve public interests, foster innovation, and accelerate the delivery of the network.

- Coordinate actions among local and regional government. Align state and federal initiatives with regional and local priorities. Foster collaboration among local governments through regional agencies, including regional consortia and MPOs, to streamline the deployment of broadband in areas of greatest need.
- Data-driven decision-making: Develop user-focused objectives and performance measures to ensure middle-mile and last mile deployments provide high-quality, reliable, and affordable broadband services to unserved and underserved areas.

In support of these state and regional directives, SANDAG and SCAG are seeking to identify public, private, or non-profit entities that would like to partner or collaborate with SANDAG and SCAG who can improve broadband accessibility to underserved and unserved households in Southern California. Potential Partners for the RFQ may include but is not limited to Internet Service Providers (ISPs), broadband infrastructure developers, broadband consortia, local jurisdictions, and others. It is the intent of SANDAG and SCAG to identify entities interested in partnering to co-author competitive grant applications with the goal of obtaining funding to deploy infrastructure and/or provide high-quality and affordable broadband service to residents, businesses, public agencies, educational institutions, and tribes in the Southern California region. It's important to emphasize that funding for potential broadband projects have not been allocated to SANDAG and SCAG, nor does a response to this RFQ guarantee funding for potential partners.

Potential broadband deployment projects may include:

- A. "Dig once" projects which leverage Caltrans roadway infrastructure and maintenance projects, local jurisdiction public works or capital improvement projects, utility undergrounding improvements, or others to install conduit and fiber in the public right of way
- B. Leasing existing dark fiber or conduit that has been deployed by public or private agencies including transportation agencies, local jurisdictions, and internet service providers.
- C. Deployment of last-mile infrastructure (wired or wireless) to underserved communities.

Forming public-private partnerships or collaborations will be paramount to the successful deployment of broadband infrastructure in the Southern California region. Based on analysis by the California Emerging Technology Fund (CETF), it is estimated that approximately \$8 billion is needed to achieve ubiquitous broadband in the Southern California region (SCAG and SANDAG region).

At the State and Federal level, over \$70 Billion is being allocated to directly fund and accelerate broadband deployment and adoption (Table 1 and 2). While Notice of Funding Opportunities (NOFOs) have yet to be finalized, SANDAG and SCAG anticipate several competitive funding opportunities to help build out broadband infrastructure and enhance broadband service offerings in the Southern California region. Some of this funding is earmarked as early as FY2022. This Joint RFQ is a potential vehicle to competitively engage with prospective partners as funding opportunities arise.

Table 1: California's Broadband Budget Bill (SB 156)

Cost	Need
\$3.25 B	Middle-Mile Improvements
\$2 B	Last-Mile Improvements (Urban and Rural)
\$750 M	Loan Loss Reserve Fund

Table 2: Federal Infrastructure Bill (Broadband)

Cost	Need
\$42.5 B	Direct allocation to States
\$14.2 B	Broadband subsidies for households
\$3.25 B	State-owned Middle-Mile network
\$2.75 B	Digital Equity Act
\$2 B	ReConnect Program
\$750 M	Local Governments and Non-Profits to assist in initial financing

IV. Scope of Services

SANDAG and SCAG will use this RFQ to establish a list of pre-qualified firms with whom SANDAG and SCAG can partner or collaborate to help accomplish the objectives identified above.

SANDAG and SCAG will determine broadband infrastructure deployment opportunities on a project-by-project basis depending on available funding requirements or grant eligibility criteria. SANDAG and SCAG will continue to coordinate and engage regional stakeholders such as local jurisdictions, Caltrans, community-based organizations, and Tribal governments to refine projects. It is anticipated that prospective projects will be targeted in areas of greatest need (e.g., unserved, or underserved communities, rural areas, tribal lands) and may include segments of strategic broadband corridors as determined by the California regional broadband consortia (Attachment B).

SANDAG and SCAG are seeking prospective project partners/collaborators that can assist by:

A. Grant Development

Developing future state, federal, and other grant applications to obtain funding for projects to deploy broadband projects.

B. Middle-Mile Deployment

Drive the expansion of the middle-mile network in cooperation with the public sector. Leverage existing or planned public infrastructure to implement broadband and communications infrastructure in areas where gaps exist.

- Investments will be prioritized in areas of greatest need, including rural communities, tribal areas, underserved urban areas, strategic broadband corridors, and other opportunity areas.
- Could include opportunities to share a joint trench, conduit, or fiber with public and/or private entities.

C. Last-Mile Deployment

Collaborate with SCAG, SANDAG, and other stakeholders to deploy last-mile broadband infrastructure and provide high-quality and affordable broadband service to residents, businesses, public agencies, educational institutions, tribes, other anchor institutions, etc.

- SANDAG and SCAG are technology agnostic; last-mile broadband services may be deployed using either wired or wireless technologies.
- Investments will be prioritized in areas of greatest need, including rural communities, tribal areas, underserved urban areas, and other areas as outlined in the Map of Needs and Opportunities (Attachment A)
- At minimum, broadband service deployed must meet broadband speeds of 100 Mbps download/ 20 Mbps upload. Faster broadband performance of 1 Gbps or more is preferred.

- Provision of broadband services provided must be affordable to the end user, including low-income households.
- Responses may choose to include how the last mile deployment will be supplemented with literacy and adoption measures to improve device ownership, affordability, digital literacy, and more.

D. Data Sharing

Share data with SANDAG and/or SCAG that will help inform planning, design and deployment of broadband infrastructure projects that will expand service in unserved and underserved communities. This may include:

- Location information of broadband infrastructure network (e.g., fiber, satellite, towers, etc.)
- Household broadband subscription information: number of households served, income level, type of broadband subscription/service, and cost of service

SANDAG and SCAG are willing to enter into a non-disclosure agreement (NDA) with the proposer. The NDA utilized by SCAG shall be in the form attached to this RFQ (Attachment C); proposers may provide specific comments on the NDA template for consideration by SCAG. Proposers interested in doing business with SANDAG may utilize the SCAG NDA template (Attachment C) or may provide a proposed NDA template in their EOI.

E. In-Kind Contributions

Offer in-kind or capital funding to plan, deploy, and monitor broadband infrastructure projects.

In order to be considered for this RFQ, respondents must articulate how their firm and proposed approach/solution/offering will provide one or more of the types of assistance listed above. Proposers are encouraged to partner with other public, private, or non-profit entities to augment their offerings.

V. Benefits for Participation

Although SANDAG or SCAG are not offering compensation of any kind at this time, respondents to this RFQ may be deemed eligible for the following future opportunities:

- Pre-qualification to be a co-grantee with SANDAG or SCAG or subrecipient of SANDAG or SCAG for grants that may be awarded on a competitive basis by federal, state, or local government agencies.
- Selected Proposers can expect to participate in efforts that will advance the expansion of broadband and communications infrastructure and expand high-quality broadband services in Southern California.
- Leverage public infrastructure and assets to realize cost savings from implementing broadband infrastructure.
- Collaborate closely with public stakeholders to facilitate and streamline project approvals and permitting.
- Be supported in seeking public subsidies for deployment for hardest-to-reach areas.
- Work closely with regional and state stakeholders to develop effective broadband implementation practices.
- Ability to showcase equipment and partnership/collaboration as part of government-sponsored dig once projects.

- H. Ability to realize cost and time savings by leveraging planned construction improvements, traffic control, and streamlined permitting.
- I. Potential business development opportunities with SANDAG and SCAG stakeholders and member agencies.

VI. Pre-qualification

Submission of an EOI is a required part of the procurement process and will result in the pre-qualification of firms to be considered for future grant funding opportunities, and subsequently, potential partnering or collaboration agreements. Failure to responsively participate in this initial phase of the prequalification process may preclude respondents from participating in subsequent competitive and contract activities stemming from this RFQ. This RFQ shall serve as the funneling mechanism to pre-qualify firms for grant funding opportunities and potential future partnering or collaboration agreements with SANDAG and SCAG. If more than one vendor proposes the same product or solution, those firms will be sent a secondary competitive solicitation to be used as the mechanism to select a vendor to participate in a grant funding opportunity.

VII. Content and Format of Expressions of Interest

EOIs submitted in response to this RFQ shall be prepared in the following format:

A. Vendor Questionnaire (1 page)

The Vendor Questionnaire (provided in this RFQ document and as an attachment on BidNet) must be completed as the cover page.

B. Company History and Experience (1 page)

Provide information about your company, specifically including the below:

- How many years has business been in operation?
- Does the proposer provide internet services and/or implement broadband/communications infrastructure?
- Provide a discussion of the firm's experience and areas of expertise.
- If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, and requirements.

C. Grant Development (1 page)

Describe your experience and success in developing grant applications for broadband deployment. Please include examples, if any, of past projects and grant applications that demonstrate your firm's ability to successfully compete for grant funding and deliver on grant commitments.

D. Middle-Mile and Last-Mile Broadband Deployment (5 pages)

Describe the Proposer's ability and interest in working with SANDAG and/or SCAG to accomplish the middle-mile and last-mile objectives outlined in the scope of work. Please describe offerings and ability to deploy to the hardest-to-reach areas along with an explanation of experience and capacity. Please refer to the Map of Needs and Opportunities (Attachment A). Depending on the firm's expertise and interest, Proposers may respond to the broadband infrastructure section only, broadband services only, or both.

D.1. Broadband Infrastructure

- Describe the Proposer's offerings and preferred approach for deploying **middle-mile** broadband communications infrastructure and assets. Proposers may also include a description

of other conduit sharing, fiber sharing, joint uses of the trench opportunities, or alternative delivery models the Proposer is interested in pursuing with SANDAG and SCAG to deploy middle-mile infrastructure. Describe experience deploying middle-mile infrastructure in hard-to-reach areas such as tribal lands, rural communities, or other.

- Describe Proposer's offerings and preferred approach for **last-mile** broadband deployment in urban and rural areas. This should include an overview of the preferred technology of transmission to be deployed including fiber, wireless, satellite, cable, other, or a combination of these. Also include a description of how technology will be deployed to ensure the hardest-to-reach communities are served such as rural areas, tribal lands, anchor institutions, affordable housing, etc. Please see Attachment A.
- Provide a description of the firm's knowledge or experience entering into innovative partnership or collaboration models for broadband deployment projects including public-private partnerships, dig once projects, or other. Describe the firm's experience or knowledge entering into similar cost sharing, revenue sharing, or in-kind service enhancement agreements with project partners/collaborators.

D.2 Broadband Services

- SANDAG and SCAG intent to work with prospective partners/collaborators that can provide high-quality and affordable internet services to households of greatest need. Describe currently available internet speed and cost offerings.
- Describe how the Proposer currently ensures the delivery of higher quality, reliable, lower-cost broadband service. The Proposer should describe whether they currently or have experience providing subsidies, programs or other projects that provide affordable service for underserved and unserved communities in the SANDAG or SCAG regions. This includes low-income households, students, seniors, people with disabilities, affordable housing, anchor institutions, etc. Please see Attachment A.
- Describe if services are limited to specific geographies or locations. Proposer is encouraged to provide detailed maps to support such descriptions. Proposers should indicate if they are able to provide services in the SANDAG region, SCAG region, or both.
- Identify any limitations and restrictions for the potential broadband services, including limitations and restrictions for user access and/or infrastructure. Proposer is encouraged to provide detailed maps to supplement and explain such limitations and restrictions by geographical location.

E. Data Sharing (1 page)

Describe your ability and willingness to share data with SANDAG and/or SCAG to help plan, implement, and evaluate broadband infrastructure and service deployment projects. Data will be used to jointly determine opportunity areas of greatest needs. Describe the level of data that your firm is willing to share, including ability to share the following:

- Location information of broadband infrastructure network (e.g., fiber, satellite, towers, etc.)
- Household broadband subscription information: number of households served, income level, type of broadband subscription/service, and cost of service
- Other

Provide examples of any templates or past/current data sharing agreements used to share confidential information with public agencies. Data sharing is required to be considered for pre-qualification. Any firm who is unwilling to share data will be deemed nonresponsive.

F. Notice Regarding California Public Records Act (1 page)

Please fully complete the Notice Regarding California Public Records Act (Attachment D) regardless of whether proposer is requesting to exempt proposal from disclosure under the California Public Records Act. Please see Terms and Conditions below for additional information.

VIII. Terms and Conditions

A. No Commitment

This RFQ does not commit SANDAG and/or SCAG to award a contract, to defray any costs incurred in the preparation of an EOI pursuant to this RFQ or to procure or contract for work. SANDAG and SCAG may reject respondents without providing the reason underlying the declination. A failure to award a contract to any respondent shall not constitute a valid cause of action against SANDAG or SCAG. SANDAG and SCAG may reject all EOIs without providing the reason(s) underlying the declination. A failure to award a contract for any reason shall not be grounds for a cause of action against SANDAG or SCAG.

SANDAG and SCAG will not be providing compensation to selected Proposers but anticipates funding for these projects to be supported from a number of sources, including but not limited to state and federal grant funds. The Cooperative Agreement (Attachment E) contains additional details regarding how SANDAG and SCAG will work with a pre-qualified respondent.

B. Pre-Submittal Expenses

SANDAG and SCAG shall not, in any event, be liable for any pre-contractual expenses incurred by respondents in the preparation of information and/or an EOI in response to this RFQ. A respondent shall not include any such expenses as part of its submission.

Pre-submittal expenses are defined as expenses incurred by an entity in:

- Any activities to support preparing its response to this RFQ;
- Submitting an EOI to SANDAG;
- Preparation of grant application materials; or
- Any other activity for which SANDAG and SCAG has not executed a written contract.

C. Intellectual Property and Ownership of Documents and Other Work Deliverables

Respondents are put on notice that any future grant-funded work developed during the term of a potential partner/collaboration agreement with SANDAG and/or SCAG shall become the sole and exclusive property of SANDAG and/or SCAG. All property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products paid for by SANDAG, SCAG, or other government agencies shall be vested in SANDAG and/or SCAG or such other government agencies and firms shall agree at such time to relinquish all claims to such property rights in favor of SANDAG and/or SCAG. Notwithstanding the foregoing, intellectual property developed by a responding entity or third party prior to contracting with SANDAG and/or SCAG or independently of SANDAG, SCAG, and/or government funding, shall remain the property of the responding entity or third party. Additional provisions concerning intellectual property shall be included in any future partner/collaboration agreement.

D. Ownership of Deliverables

All deliverables prepared or obtained under a future grant-funded partner/collaboration agreement shall be delivered to and become the property of SANDAG and SCAG. The term “deliverables” includes, but is not limited to, all original drawings, reports, and other documents, including detailed calculations, digital/electronic databases, source code, data sets, analyses, maps, and other work products developed for a SANDAG and SCAG project using SANDAG, SCAG and/or government funding.

E. Information and Data Not to be Disclosed or Sold by Selected Proposer

Respondents and all of their subconsultants, agents, representatives, and employees are prohibited from disclosing or selling data or information provided, collected, or obtained from SANDAG and SCAG without express written permission from SANDAG and SCAG. Additional terms concerning privileged or confidential information or data, including, but not limited to, such information or data that may qualify as personally identifiable information, personal credit information, or data covered by any other privacy laws, may be set forth in any future partner/collaboration agreement.

F. Information-Only

EOIs received in response to this RFQ are for obtaining information only. The submittal of EOI packages shall not directly result in a contract, purchase order, or other procurement document authorizing expenditure of SANDAG or SCAG funds.

G. Public Records

All EOIs submitted in response to this RFI become the property of SANDAG and SCAG and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by SANDAG or SCAG if clearly marked with the word “confidential” on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code Section 3426.1(d). To the extent that a Proposer marks any information as either confidential or a trade secret, the Proposer thereby agrees to defend and indemnify SANDAG and SCAG in the event that SANDAG or SCAG nondisclosure of the marked content is challenged in any legal action. Only information claimed to be a trade secret at the time of submittal to SANDAG and SCAG and marked as “confidential” will be treated as a trade secret.

- Please see the included Notice Regarding California Public Records Act (Attachment D) for information regarding SCAG’s treatment of documents designated as confidential.
- Please see SANDAG Board Policy 015, Records Management Policy, which is available at sandag.org/legal, for information regarding the treatment of documents designated as confidential by SANDAG.

H. Public Information

A respondent who wishes to release information to the public regarding vendor selection, contract award, or data provided by SANDAG or SCAG must receive prior written approval from SANDAG and/or SCAG before disclosing such information.

IX. PROCUREMENT PROCESS

A. Questions Concerning the RFQ

All questions must be submitted no later than the date and time stated above. Questions received after the deadline will not be accepted. Questions must be submitted electronically through the BidNet Vendor Portal. Emails, phone calls, and faxes will not be accepted.

B. Pre-EOI Meeting

A virtual pre-EOI meeting will be held on January 12, 2022, from 10:00 a.m. to 12:00 p.m. using Zoom.

Zoom link: <https://zoom.us/j/98885739595>

The names of potential respondents that attended the pre-EOI meeting will be posted on BidNet to help prime firms and potential subconsultants locate each other. This posting is not an endorsement by SANDAG or SCAG of any of the individuals or firms listed. The pre-EOI meeting is not mandatory and is offered as a courtesy to allow a venue for potential interested firms to ask questions of the SANDAG and SCAG project teams and gain clarification about this unique opportunity.

C. Vendor Modification or Withdrawal of Submittals

Any EOI received prior to the date and time specified for the receipt of EOIs may be withdrawn by written request by the vendor. To be considered, any modification to an EOI must be received prior to the date and time specified in this RFQ for receipt of EOI.

D. Changes to Request for Qualifications

SANDAG and SCAG reserve the right to amend or cancel the RFQ by addendum before the final EOI submittal due date. Revisions to the RFQ shall be posted on BidNet at least three full business days prior to the deadline for EOI submittal. It is the responsibility of vendors to check BidNet for any revisions related to this RFQ.

E. Additional Information

Although under no obligation, SANDAG and SCAG reserve the right to request additional information and/or clarification from any or all vendors submitting an EOI to this RFQ.

F. Determination of Responsiveness

Each EOI will be evaluated for responsiveness. In order to be considered responsive, the EOI must conform to the requirements listed below. Any EOI that does not so conform may not be accepted. A nonresponsive EOI which substantially conforms to this RFQ may, though it is not strictly responsive, be accepted if the variance cannot have given a proposer an advantage or benefit not allowed other proposers. SANDAG, in its sole discretion defines any non-consequential deviation, and may choose to waive - or not to waive - any non-consequential deviation, including an allowance of proposers to cure issues of responsiveness by providing supplemental information within timelines set by SANDAG.

If SANDAG finds a proposal to be nonresponsive a "Notice of Nonresponsive Proposal" will be sent to the Proposer notifying them of this status. Following notification, a nonresponsive Proposer will no longer be included in any correspondence regarding the RFQ.

EOI Requirements

- The firm has a good financial standing/ with the California Secretary of State.
- The firm provides middle- and/or last-mile infrastructure/services.
- The firm will share data with SANDAG and/or SCAG.

G. Notices of Award and Negotiations

SANDAG and/or SCAG will recommend the responsive EOIs to the SANDAG/SCAG Executive Director or designee and will request authority to enter into negotiations with the firm. The Executive Director or designee has final authority for making a selection that is in the best interest of SANDAG and/or SCAG.

Upon receipt of the Executive Director or designee's authorization to negotiate, SANDAG and/or SCAG will establish a negotiating team and enter into negotiations with the selected firm(s). The negotiations may cover scope of work, Cooperative Agreement terms and conditions, and data

sharing. If the negotiating team is unable to reach an acceptable agreement with a firm, the negotiating team will recommend to the Executive Director that negotiations with that firm be terminated. The Executive Director has final authority to terminate negotiations.

In the event that an EOI that is the subject of negotiation contains conditions, exceptions, reservations, or modifications by Proposer to any Cooperative Agreement requirements, said conditions, exceptions, reservations, or modifications may be negotiated and SANDAG and/or SCAG shall have the right to reject any and all such conditions and/or exceptions, and request the firm to amend its EOI and remove said conditions and/or exceptions; and any firm failing to do so may cause SANDAG to terminate negotiations as described above.

X. SUBMISSION OF EXPRESSION OF INTEREST

A. Method of Submission

Proposer shall submit all EOI documents via BidNet. Proposals submitted by mail, facsimile, or email in lieu of electronic copies uploaded onto BidNet will not be acceptable and will be considered nonresponsive. Any EOI that is missing pages or cannot be opened for any reason may be considered nonresponsive. Proposers are responsible for fully uploading their entire EOI before the stated deadline. It is the Proposer's sole responsibility to contact BidNet to resolve any technical issues related to electronic submittal, including, but not limited to, registering as a vendor, updating password, updating profiles, uploading/downloading documents, submitting an electronic proposal, prior to the submission deadline.

XI. List of RFQ Attachments

Attachment A – Map of Needs and Opportunities in the SANDAG and SCAG Regions

Attachment B – Broadband Consortia Strategic Broadband Corridors

Attachment C – Sample Non-disclosure Agreement

Attachment D – Notice Regarding California Public Records Act

Attachment E – Cooperative Agreement Template

VENDOR QUESTIONNAIRE

(RESPONDENT TO COMPLETE AND RETURN FORM AS COVER PAGE TO EOI)

- A. Name of Company (include DBA if applicable): _____
- B. Address: _____
- C. Legal Status (i.e., Sole Proprietorship, Partnership, Corporation): _____
- D. Vendor Point of Contact for SANDAG and SCAG Project Manager:(s):
- Contact Name: _____
 - Contact Title: _____
 - Contact Email: _____
- E. Is your company a Certified Disadvantaged Business Enterprise (DBE)? ☐ Yes ☐ No
- F. Does the firm have a good financial standing with the California Secretary of State? ☐ Yes ☐ No
- G. What region are you interested in collaborating with? ☐ SANDAG ☐ SCAG ☐ Both
- H. Does the firm provide middle-mile broadband infrastructure? ☐ Yes ☐ No
- I. Does the firm provide last-mile broadband infrastructure and/or services? ☐ Yes ☐ No
- If yes, what is the proposed technology of transmission (e.g., cable, fiber, wireless, satellite, etc.):

- J. Will the firm share data with SANDAG and/or SCAG to inform planning, design, and project development? ☐ Yes (describe below) ☐ No
- ☐ Location information of broadband infrastructure network (e.g., fiber, satellite, towers, etc.)
 - ☐ Household broadband subscription information: number of households served, income level, type of broadband subscription/service, and cost of service
 - ☐ Other _____
- K. Please provide additional information on the firm's proposed offerings to supplement responses to the vendor questionnaire above:
- _____
- _____
- _____
- _____

Attachment A – Map of Needs and Opportunities in the SANDAG and SCAG Regions

The following maps reflect an initial assessment of needs and opportunities in the SANDAG and SCAG regions.

Please refer to this attachment in submitting your EOI:

https://www.sandag.org/uploads/projectid/projectid_614_31244.pdf

Attachment B – Regional Broadband Consortia Strategic Broadband Corridors

The reports below illustrate strategic broadband corridors and priority areas for broadband deployment as determined by some of the regional broadband consortia within the SANDAG and SCAG regions. These reports do not account for all potential broadband deployment opportunities and are only included here as examples of potential project opportunities¹.

SANDAG and SCAG will determine broadband infrastructure deployment opportunities on a project-by-project basis depending on available funding requirements or grant eligibility criteria.

1. Southern Border Broadband Consortium – San Diego and Imperial Counties

<https://www.cetfund.org/wp-content/uploads/2021/08/SBBC-CETF-Preferred-Scenario-2020.pdf>

2. Inland Empire Regional Broadband Consortium – Riverside and San Bernardino Counties

<https://www.cetfund.org/wp-content/uploads/2021/08/IERBC-CETF-Report-Preferred-Scenario-for-Unserved-Households-in-the-Inland-Empire-1-10-20-2020-R.pdf>

¹ Note: Preferred scenarios and strategic broadband corridors for the Counties of Los Angeles, Orange, and Ventura were not available at the release of this RFQ.

Attachment C – SAMPLE Non-Disclosure Agreement

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is by and between _____, a _____, with its principal place of business located at _____ (“Counterparty”), and the Southern California Association of Governments, a California public agency, with its primary business address at 900 Wilshire Blvd., Suite 1700, Los Angeles, CA 90017 (“SCAG”). SCAG and Counterparty may be referred to individually as a “Party” or, collectively, as the “Parties.” The effective date of this Agreement is _____, 20__ (the “Effective Date”).

RECITALS

Counterparty and SCAG have agreed to enter into discussions concerning _____ (“Purpose”) [Insert purpose for entering this Agreement; if SCAG is the party that will receive information, this purpose should be as narrow as possible];

It is anticipated that materials, documents and information that may be exchanged between the Parties concerning the Purpose may be confidential and/or proprietary to a Party, which material, documents and information is further defined below as “Confidential Information”; and,

The Parties desire to have any such Confidential Information kept confidential to the extent permitted by law.

The Parties agree as follows:

AGREEMENT PROVISIONS

XII. DEFINITIONS.

As used herein, the following terms have the following meanings.

- A. “Confidential Information” means information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party (defined below), including without limitation, reports and analyses, technical and economic data, studies, forecasts, trade secrets, research, business strategies, financial information, sales market information, developmental, engineering, operating, performance, cost and process information, know-how, computer programming or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic or oral data, computer programs, logic diagrams, component specifications, drawings or other media. Only that information disclosed by a Party that is clearly designated in writing as Confidential Information prior to or contemporaneous with its disclosure shall be deemed to be Confidential Information. Verbal information that is intended to be treated as Confidential

Information shall be described in writing and identified as Confidential Information prior to, contemporaneous with or within twenty-four (24) hours of its disclosure.

- B. “Disclosing Party” shall mean the Party to whom the Confidential Information originally belongs and who (after appropriate notice) shall bear the burden of pursuing legal remedies to retain confidentiality as set forth below in Paragraphs 2E and 7.
- C. “Receiving Party” shall mean the Party to this Agreement who receives information designated as Confidential Information by the Disclosing Party.

XIII. EXCEPTIONS.

The Parties to this Agreement agree to maintain as confidential, to the extent permitted by law, all Confidential Information. Notwithstanding the foregoing and the provisions of Paragraph 1, the term Confidential Information shall not include (and neither Party shall be under any obligation to maintain in confidence or not use) any information (or any portion thereof) disclosed to it by the other Party to the extent that such information:

- A. Is in the public domain at the time of disclosure; or
- B. At the time of or following disclosure, becomes generally known or available through no act or omission on the part of the Receiving Party; or
- C. Is known, or becomes known, to the Receiving Party from a source other than the Disclosing Party or its Representatives (as defined herein), provided that disclosure by such source is not in breach of a confidentiality agreement with the Disclosing Party; or
- D. Is independently developed by the Receiving Party without violating any of its obligations under this Agreement; or
- E. Is legally required to be disclosed by law or by judicial or other governmental action; provided, however, that (i) prompt notice of such legal obligation or such judicial or other governmental action shall have been given to the Disclosing Party (unless notice is prohibited by law) and (ii) the Disclosing Party shall be afforded the opportunity (subject to and consistent with the legal obligations of the Receiving Party) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence, in accordance with Paragraph 7 below.

XIV. USE OF CONFIDENTIAL INFORMATION.

The Confidential Information (i) may be used by the Receiving Party solely in connection with performing the tasks required under the Agreement in relation to the Purpose and (ii) will be kept confidential and not disclosed by the Receiving Party to any other person, except that Confidential Information may be disclosed to any of the Receiving Party’s directors, officers, governing board members, employees, attorneys and agents

(collectively, its “Representatives”) who require access to such information in connection the Purpose. Each of the Parties agrees that any of its Representatives to whom Confidential Information is disclosed will be informed of the confidential or proprietary nature thereof and of the Receiving Party’s obligations under this Agreement. Each Party shall be responsible for any use of Confidential Information by any of its Representatives.

XV. RIGHTS TO CONFIDENTIAL INFORMATION.

The parties agree that (i) all rights to Confidential Information disclosed pursuant to this Confidentiality Agreement are reserved to the Disclosing Party and (ii) no license or conveyance or any rights under any discoveries, inventions, or patents is granted or implied by either Party to the other.

XVI. TERM.

This Confidentiality Agreement shall commence as of the Effective Date of the Agreement and may be terminated on the earlier of (i) thirty (30) days prior written notice by either Party for any reason with respect to subsequent disclosures or (ii) automatically two (2) years after the Effective Date.

XVII. NO OBLIGATION TO DISCLOSE.

Nothing in this Agreement shall obligate either Party to disclose specific Confidential Information, which disclosure shall be at the Disclosing Party’s sole discretion.

XVIII. PUBLIC RECORDS ACT.

Counterparty acknowledges that SCAG is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 *et seq.* SCAG acknowledges that Counterparty may submit information to SCAG that Counterparty considers confidential, proprietary, subject to privacy rights, trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 *et seq.*), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Counterparty acknowledges that SCAG may submit to Counterparty information that SCAG considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party shall, within three (3) business days of receipt of the request, notify the Disclosing Party that such request has been made. The notice required by the previous sentence may be given by telephone call (to the number listed in the signature blocks of the Parties below), electronic mail (to the email address listed in the signature blocks of the Parties below), or letter sent via US Mail or overnight to the address listed in the first paragraph of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after

receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

XIX. LIABILITY; INDEMNITY.

The Receiving Party may cooperate with the Disclosing Party in any efforts to prevent release of the Confidential Information; however, the Receiving Party shall not be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, electronic mail and/or mail or overnight delivery of the pendency of a demand for the Confidential Information. So long as the Receiving Party complies with the provisions of notification set forth in this Agreement, the Receiving Party shall not be liable for, and Counterparty and SCAG hereby release each other from, any liability for any damages arising from any requirement under the law that the Receiving Party release Confidential Information to a Requestor, and such release includes the officers, directors, employees, agents, governing board members, attorneys and directors, as those terms may apply to each Party, without limitation.

Counterparty shall indemnify and defend SCAG (with counsel selected by and controlled by SCAG) in any legal proceeding brought by a Requestor pursuant to the Public Records Act seeking to disclose records Counterparty has designated as Confidential Information. Counterparty agrees to pay to SCAG any costs or expense incurred by SCAG in relation to its defense costs (including SCAG's actual attorneys' fees and costs) and to pay any award of attorneys' fees and costs to the Requestor that may be made pursuant to Government Code Section 6259(d) or other applicable statute.

XX. RETURN OF CONFIDENTIAL INFORMATION.

While this Agreement remains in effect, and for a period of ninety (90) days after termination, upon a Disclosing Party's request, the Receiving Party agrees to return to the Disclosing Party, or to provide an officer's certificate certifying that all Confidential Information has been destroyed, as promptly as practicable, but in all cases within thirty (30) days, all Confidential Information provided to the Receiving Party, including all copies of such Confidential Information, notes or other documents with respect to or reflecting such Confidential Information and materials derived from such Confidential Information in its possession or in the possession of its Representatives.

XXI. ENTIRE AGREEMENT.

This Agreement embodies all of the understandings between the Parties concerning the subject matter hereof, and merges all prior discussions and writings between them as to confidentiality of information other than as expressly provided in this Agreement, or as duly set forth subsequent to the date hereof in writing and signed by both Parties.

XXII. REMEDIES.

Without prejudice to the rights and remedies otherwise available to the Disclosing Party, the Disclosing Party will be entitled to equitable relief by way of injunction if there is a breach or threat of breach of any of the provisions of this Agreement by the Receiving

Party. The Parties agree and acknowledge that damages would not be an adequate remedy in the event of a breach of this Agreement.

XXIII. AUTHORITY.

Each Party represents and warrants to the other Party that it has the full unrestricted authority to disclose its Confidential Information and to discuss or enter into a Contract without breaching any agreement or commitment with another party(ies) which would prohibit such discussions, disclosure or Contract.

XXIV. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA EXCLUDING ITS CONFLICT OF LAW RULES. STATE AND FEDERAL COURTS SITUATED IN THE STATE OF CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION TO RESOLVE ANY DISPUTES WITH RESPECT TO THIS AGREEMENT OR THE CONFIDENTIAL INFORMATION WITH EACH PARTY IRREVOCABLY CONSENTING TO THE JURISDICTION THEREOF FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONFIDENTIAL INFORMATION.

XXV. SEVERABILITY.

The provisions of this Agreement are severable, and if any one or more of such provisions is determined to be judicially unenforceable, the remaining provisions shall nevertheless be binding and enforceable.

XXVI. INDEPENDENT CONTRACTOR.

The Parties acknowledge that no agency, joint or other fiduciary relationship shall be deemed to exist or arise with respect to the matters addressed in this Agreement.

XXVII. NO FURTHER AGREEMENTS HEREUNDER.

Neither Counterparty nor SCAG or any parent, subsidiary or affiliate thereof, shall be under any obligation to enter into any further agreements with the other signatory to this Agreement or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. The Parties shall be free at all times to hold negotiations or enter into agreements with any other persons whatsoever (including with respect to projects under discussion by the Parties) in addition to or in lieu of the discussions hereunder and any such activities shall not be a breach of this Agreement or any obligations owed to the other Party hereunder. Each Party reserves the right, in its sole discretion, to decline and make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the Parties with respect thereto or with respect to any further agreements or business arrangements with the other Party, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.

XXVIII. AMENDMENT.

This Agreement may not be modified, amended or waived except by a written instrument duly executed by both Parties.

XXIX. WAIVER.

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

XXX. ASSIGNMENT.

This Agreement may not be assigned by either Party without the prior written consent of the other, which consent may be granted or withheld in the Party's sole and absolute discretion, and shall be binding on, and inure to the benefit of, the respective successors of the Parties.

XXXI. HEADINGS.

The headings used herein are for aid in reference only and shall not be used to interpret the substantive portions of this Agreement.

XXXII. MISCELLANEOUS.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument. The Parties agree that signatures on this Agreement, including those transmitted by facsimile, by electronic means or digital signature, shall be sufficient to bind the Parties.

[Signatures contained on next page.]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

SCAG

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS,
a California public agency**

By: _____
Name: Cindy Giraldo
Its: Chief Financial Officer
Tel: 213-236-1800
Email: giraldo@scag.ca.gov

APPROVED AS TO FORM:

By: _____
Name: Michael R.W. Houston
Its: Chief Counsel

COUNTERPARTY

By: _____
Name: _____
Its: _____
Tel: _____
Email: _____

Attachment D – Notice Regarding California Public Records Act

Section ① - Summary

A proposal submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act, Cal. Gov. Code section 6250 et. seq., (the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying, unless specifically exempt from public disclosure under one of several exemptions set forth in the Act. If you believe that any portion of your proposal is exempt from disclosure under the California Public Records Act, **you must: 1). Mark such portion "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," within your proposal; 2). Complete Section ② below, and 3). Include this Attachment in your submittal**, or your proposal will be subject to public disclosure under the Act. Proposals marked "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY" in their entirety will not be honored, and SCAG will not deny public disclosure of proposals so marked. By submitting a proposal with specific material marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," you represent you have a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive. You may be required to further justify in writing why such material should not, upon request, be disclosed by SCAG under the Act. Fee and pricing proposals are not considered "TRADE SECRETS", "CONFIDENTIAL", or "PROPRIETARY".

If SCAG denies disclosure, then by submitting your proposal you agree to reimburse SCAG for, and to indemnify, defend, and hold harmless SCAG, its officers, fiduciaries, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from, in connection with, or relating to SCAG's non-disclosure. By submitting your proposal, you also agree to defend, indemnify, and hold harmless SCAG from and against any and all Claims arising from, in connection with, or relating to SCAG's public disclosure of any such designated portions of your proposal if SCAG reasonably determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent jurisdiction.

Section ② - Exemption Request

Page Number of Proposal	Brief Explanation for the Exemption Under the Act and any Other Comments

Attach additional pages as necessary

☐ Check here if proposer claims no exemption

Signature: _____

Date: _____

Attachment E – Cooperative Agreement Template

**COOPERATIVE AGREEMENT
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND INSERT_NAME
REGARDING SOUTHERN CALIFORNIA BROADBAND AND COMMUNICATIONS
INFRASTRUCTURE DEPLOYMENT**

**SANDAG Solicitation No. SOL895155
Agreement No. Insert_Number**

This Cooperative Agreement (CA) is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments (“SANDAG”), a regional government agency, and Insert_Name (“Insert_Abbreviated_Name_Of_Other_Party”).

RECITALS

The following recitals form a substantive part of this CA:

WHEREAS, SANDAG issued a Request for Partnerships (RFP) in November 2021 to request interested parties to submit expressions of interest (EOI) related to the implementation of broadband/communications network infrastructure and expansion of the provision of high-quality broadband services in Southern California; and

WHEREAS Insert_Abbreviated_Name_Of_Other_Party submitted an EOI and has been pre-qualified by SANDAG to receive notification of future procurement(s) for broadband and communications infrastructure deployment; and

WHEREAS, SANDAG intends to apply for grants or other sources of funding, including the private sector or a local, state, or federal agency (Awarding Entity) to carry out broadband and communications infrastructure deployment whenever such agencies issue a Notice of Funding Opportunity (NOFO) that SANDAG determines is in its interest to pursue; and

WHEREAS, the purpose of this CA is to establish the framework through which, if SANDAG pursues a grant in an area where Insert_Abbreviated_Name_Of_Other_Party has been pre-qualified, SANDAG will select from among the pre-qualified entities (Respondents) through a secondary procurement; and

WHEREAS, if an Awarding Entity approves a grant application for a particular project (Project), the parties will use this CA to collaborate on an approach to the Project and prepare the grant submission documents; and

WHEREAS, although this CA articulates some of the specific roles and responsibilities of each party leading up to a potential grant of funds from an Awarding Entity, the parties agree that after notification of an intent to award by an Awarding Entity and prior to commencement of a Project, a separate contractual agreement (Post-Award Agreement) must be negotiated and executed by the parties before Insert_Abbreviated_Name_Of_Other_Party will be permitted to work on implementation of a grant-awarded Project; and

WHEREAS, the parties wish to memorialize their agreement in this CA to carry out the purposes set forth above;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. To carry out a secondary competitive process to solicit from among pre-qualified Respondent(s) for cooperative grant submission document development and potential Post-Award Agreement negotiations following the release of a NOFO by:
 - a. Identifying the pre-qualified work that is applicable to the NOFO and whether that work must be procured utilizing a low bid or best value procurement; and
 - b. Using objective criteria to determine which Respondent(s) will provide the best value/lowest bid to SANDAG and the public; and
 - c. Reviewing Respondents' proposals/bids in relation to the NOFO's specific criteria; and
 - d. Notifying all Respondents of the entity(ies) selected by SANDAG to respond to the NOFO.
2. If Insert_Abbreviated_Name_Of_Other_Party is selected following the secondary competitive process, to provide Insert_Abbreviated_Name_Of_Other_Party with the opportunity to:
 - a. Be a co-co-applicant with SANDAG or subrecipient of SANDAG for grants that may be awarded on a competitive basis by an Awarding Entity.
 - b. Cooperatively develop the grant submission document(s) with SANDAG subject matter experts.
 - c. Pursue potential business development and networking with public transportation industry participants.

3. To serve as the lead applicant on grant applications.
4. To negotiate a Post-Award Agreement in good faith with Insert_Abbreviated_Name_Of_Other_Party if a grant or other funding is awarded.
5. To serve as the fiscal agent for the parties in the event a grant is awarded. As fiscal agent, SANDAG understands that it is responsible for the receipt and distribution of all grant funds; and for ensuring that the Project is carried out by the group in accordance with Awarding Entity requirements.

INSERT_ABBREVIATED_NAME_OF_OTHER_PARTY AGREES:

6. To provide timely documentation, data, preparation of grant submission documents, persons to be interviewed by Awarding Entity, and such other information as may be requested by SANDAG for SANDAG to carry out the aforementioned secondary competitive process and select one or more Respondents to assist in responding to a NOFO.
7. To provide timely assistance to SANDAG in responding to one or more NOFOs. Such assistance may include but not be limited to: writing grant applications and any professional services, consultation, research, and cooperation with Project participants as needed to complete a timely submission of grant documents.
8. That in the event Insert_Abbreviated_Name_Of_Other_Party does not respond to SANDAG by the deadlines SANDAG provides for information or responses, SANDAG shall have discretion to remove Insert_Abbreviated_Name_Of_Other_Party from further consideration for collaboration on a NOFO response or Project.
9. To negotiate a Post-Award Agreement in good faith with SANDAG if a grant or other funding is awarded and to do so in a cooperative and timely manner. Insert_Abbreviated_Name_Of_Other_Party also agrees to use any funds it may receive from SANDAG under a Post-Award Agreement in accordance with all applicable Awarding Entity requirements, including any restrictions on the use of funds set forth in the NOFO.
10. That it shall have no right to any payment from SANDAG for efforts or liabilities it undertakes pursuant to this CA or prior to full execution of a Post-Award Agreement.
11. To obtain approval from SANDAG in advance of preparing and distributing all messaging associated with SANDAG or a Project.
12. With the exception of Insert_Abbreviated_Name_Of_Other_Party's confidential information, that materials provided to SANDAG, including the grant submission document(s), become the property of SANDAG.
13. Insert_Abbreviated_Name_Of_Other_Party and all of its subconsultants, agents, representatives, and employees are prohibited from disclosing or selling data or information provided, collected, or obtained from SANDAG without express written permission from SANDAG. Additional or varying terms concerning privileged or confidential information or data, including, but not limited to, such information or data that may qualify as personally identifiable information, personal credit information, or data covered by any other privacy laws, may be set forth in a Post-Award Agreement.

THE PARTIES MUTUALLY AGREE:

14. To designate a key contact person for each NOFO and ensure that such contact maintains frequent communication to facilitate collaboration on responding to the NOFO and cooperation under this CA.
15. To review and be legally bound to every statement and assurance made in a grant application.
16. To obtain approval from each other in advance of use of the other party's logo(s).
17. That during the course of this CA, each party may have access to technical, financial, marketing or other information which the other party deems to be confidential. Each party agrees to treat all information disclosed to it that is labeled "Confidential" as confidential information with the same standard of care that it employs to safeguard its own information of equivalent importance from unauthorized use or disclosure, provided, however, that confidential information shall not be deemed to include information which is:
 - a. Available in the public domain or becomes publicly known through no fault of the receiving party;
 - b. Approved in writing for disclosure without restriction by a duly authorized representative of the party owning said confidential information;
 - c. Required to be disclosed pursuant to statute, regulation, or the order of a court or government agency;
 - d. In receiving party's possession prior to receipt from the disclosing party; or
 - e. Independently developed by receiving party without any use of disclosing party's confidential information.
18. To act so as to avoid any conflict of interest or the appearance of a conflict of interest under either California or federal law.
19. That by signing this CA, each party represents that it agrees to comply with all applicable laws and regulations pertaining to the actions contemplated herein.
20. That each party shall be solely responsible for maintaining insurance reasonably required to protect their respective interests with respect to the responsibilities identified under the terms of this CA.
21. That all obligations of SANDAG under the terms of this CA are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.

23. Any notice required or permitted under this CA may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Krystal Ayala

For Name_Of_Other_Party
Address1
Address2
Attn: Name

24. That unless it is amended by the parties in writing, this CA shall continue in effect for three years following the effective date of the CA, or be sooner terminated by the occurrence of one of the following: a party to the CA gives sixty days written notice of its desire to withdraw from the CA; a party materially breaches this CA; or either party becomes insolvent or bankrupt, files for reorganization under the bankruptcy laws, or makes an assignment for the benefit of its creditors.
25. If such notice of termination is given, it will not affect the validity of any future contractual agreements between the parties that may be executed at a future date.
26. This CA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this CA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
27. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
28. For purposes of this CA, the relationship of the parties is that of independent entities and not as agents of each other or as joint ventures or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
29. No alteration or variation of the terms of this CA shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
30. Nothing in the provisions of this CA is intended to create duties or obligations to or rights in third parties to this CA or affect the legal liability of the parties to this CA.
31. This CA may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this CA effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

FULLNAME_OF_OTHER_PARTY

RAY TRAYNOR
Director of Operations

FULLNAME_OF_PERSON_SIGNING
Title

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

Legal Counsel