

REQUEST FOR PROPOSAL UNDERGROUND FIBER OPTIC CABLE INSTALLATION

PART I GENERAL

PURPOSE: The City of Clute, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after “Respondent”, to provide (1) installation and (2) maintenance services for an underground fiber optic cable system, herein after “System” which the City intends to own. Services shall be turn-key and include but not be limited to the design, trenching, installation, testing, troubleshooting, documentation, and on-going maintenance and restoration of System. Respondents shall describe in their proposal their approach and firm, fixed-price bid for constructing the fiber optic networks as described in this RFP and its associated attachments and appendices. And separately describe the maintenance services to maintain the underground fiber optic cable system.

1. **BACKGROUND:** The City of Clute seeks improved functionality in its internet connectivity. With this interest, the City seeks to purchase and install fiber optic cabling between municipal building locations and to “tie-in” and utilize existing fiber optic cable already installed which runs from Clute City Hall to the Police Department to the Municipal Court Facilities. Respondents are responsible for taking measurements of required cable and conduit to submit proposal.

2. **ATTACHMENTS:** Attachments A, B, and C are herein made a part of this agreement:

Attachment A – Installation Location Map
Attachment B – Contractor Indemnification
Attachment C – Awarded Bidder Requirements

3. **COST PROPOSALS:** In an effort to meet budget and funding levels, the City requests respondents to provide cost proposals for three (3) separate installation proposals and one (1) maintenance program (annual maintenance fee) (see Part IV, Tab 7).

3.1. **ANNUAL MAINTENANCE FEE:** Shall include, but not be limited to, preventative maintenance, repair, outside construction, storm damage, and any other factor that affects the operability, functionality, or reliability with a response for a service call of less than 8 hours.

4. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

City of Clute Project Lead:

Michael Waguespack
City of Clute
701 Wesley St
Clute, TX 77531

Phone Number:
(979) 265-9653

City of Clute Technology Representative:

Jason Crews
(979) 264-8984 (mobile)
jason@media828.com

(979) 482-6491 (mobile)

Email to:

michael@cluteems.com

The individuals listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to bid opening without written approval of the City of Clute through the City Manager.

5. RESPONDENT REQUIREMENTS: The opening of a bid shall not be construed as the City's acceptance of such as qualified and responsive.

5.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.

5.2. Respondents shall maintain staffing levels to provide prompt, efficient service to the City.

5.3. Insurance Requirements. The successful bidder shall comply with the insurance requirements listed below:

5.3.1. Comprehensive General Liability Insurance, including contractual Liability that meets the requirements of the State of Texas:

- a. Bodily Injury and Accident Death \$1,000,000 per occurrence minimum;
- b. Property Damage \$1,000,000 per occurrence minimum.

5.3.2. Comprehensive Automobile Liability Insurance:

- a. Personal Injury & Accident \$1,000,000 per occurrence minimum;
- b. Property Damage \$ 500,000 per occurrence minimum.

5.3.3. The City of Clute shall be named as an additional insured to policies listed above on all work performed including the bidder, all contractors, subcontractors, and independent contractors before permitted to begin work.

5.3.4. Each insurance policy required above shall include, by endorsement to the policy, a statement that a notice shall be given to the City by certified mail thirty (30) days prior to cancellation or upon any material change in coverage;

5.3.5. Complete Worker's Compensating and Employee's Liability Insurance in accordance with the State of Texas laws and regulations shall be maintained for the duration of this contract.

- 5.3.6. A valid certificate or certificates of insurance verifying each of the coverage required above shall be issued directly to the City of Clute within ten (10) business days after award of contract by the successful bidder's insurance agent of record or insurance company. The Certificates of Insurance shall be sent to:

City of Clute
ATTN: City Manager
108 E Main St
Clute, TX 77531

The failure to provide before beginning work and the failure to maintain the required coverage and valid certificates of insurance evidencing such coverage while the work is in progress shall be cause for termination of this contract by the City.

- 5.3.7. The Bidder shall require the same insurance that it is required to carry by the City of Clute to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain and furnish to the City Certificates of such Insurance before subcontractors and independent contractors are permitted to begin work.

- 5.3.8. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the City.

- 5.4. **WARRANTY.** Contractor must warranty all installed cabling and components for a period of twelve (12) months following acceptance by the City.

- 5.5. **SUBROGATION.** The Bidder and all subcontractors and independent contractors and their insurers shall waive in writing all rights of subrogation against the City of Clute and its officers, agents, servants and employees for losses arising from work performed by each on this contract. A copy of such waiver shall be filed with the City before such Bidder and any subcontractor or independent contractor begins work.

6. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All bids received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the bid.

- 6.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

The City will review each response for bid compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Proposed Fee	30 Points
Proposed Solution	40 Points
Respondent Qualifications	20 Points
References	10 Points

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

7. **AGREEMENT TERM**: The terms of the awarded agreement shall include but not be limited to the following:

- 7.1. The term “agreement” shall mean the executed contract awarded as a result of this bid and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 8.1.1. bid document, attachments and exhibits;
- 8.1.2. bid addendums, if applicable;
- 8.1.3. City’s Definitions, Terms and Conditions;
- 8.1.4. Successful Respondent’s submission.

- 7.2. The initial term of the maintenance agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement shall be renewed each year automatically for an additional 12-month period of time, unless one party terminates such agreement in writing prior to the expiration of the then current term.

- 7.3. The City reserves the right to review the Respondents’ performance and that of any subcontractor or independent contractor retained by the Respondent at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.

- 7.4. If the Respondent or any subcontractor or independent contractor retained by the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

- 7.5. If the agreement is terminated, for any reason, Respondent shall turn over all material, records and deliverables created to date by the Respondent and any subcontractor or independent contractor retained by Respondent within fifteen (15) working days after completion of duties through the termination date.
8. **PRICE INCREASE**: A price increase to the maintenance agreement shall not be permitted during the initial term.
9. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement.
10. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 10.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 10.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 10.3. There is a bona fide dispute between the Vendor and a subcontractor or independent contractor retained by Respondent or between a subcontractor or independent contractor retained by Respondent and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 10.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
11. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
12. **GENERAL CONDITIONS**: The work under this contract shall include the furnishing of all labor, tools, and equipment for performing all work required for the installation, termination and testing of fiber optic backbone cabling.

13. **TRAFFIC CONTROL**: When work is required alongside City streets, the Respondent and any subcontractor or independent contractor retained by the Respondent shall take adequate precautions to warn motorists of his work and to place flagmen and/or other controls to ensure the continued safe and orderly flow of traffic through the work site. Traffic control patterns and devices shall be erected in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD).

14. **RESTORATION OF PUBLIC AND PRIVATE PROPERTY**: All public and private property affected by the work shall be restored to its original condition after the Work is substantially complete. Restoration shall include, but not be limited to, the following: removal of spoils and debris, repair of ruts, and replanting of grass or landscaping. The Contractor and any subcontractor or independent contractor retained by the Contractor shall make a reasonable effort to preserve and replant landscaping removed from within the limits of the City's easements. However, even if after taking prudent care the landscaping cannot be salvaged, the Contractor shall not be obligated to replace same.

PART II SCHEDULE

1. **BID SCHEDULE**: It is the City's intention to comply with the following bid timeline:

1.1. Bid released	March 23, 2017
1.2. MANDATORY pre-bid meeting	April 18, 2017
1.3. Deadline for questions	May 2, 2017
1.4. City responses to all questions or addendums	May 5, 2017
1.5. Bids due at or before 2:00 PM	May 9, 2017

All questions regarding the bid shall be submitted in writing at or before 5:00 PM on the due date noted above. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **MANDATORY PRE-BID MEETING**: A **MANDATORY** pre-bid meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-bid meeting will be conducted on:

April 18, 2017 at 2:00 PM
City of Clute
City Hall
108 E Main St
Clute, TX 77531

- 2.1. The City considers this pre-bid meeting mandatory.
 - 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this bid.
 - 2.3. Respondent shall be responsible for obtaining any and all project measurements for material requirements and costing.
 - 2.4. Vendor attendance will be documented at the pre-bid meeting. Any respondent that submits a response that does not attend the meeting will be disqualified.
3. **BID UPDATES**: Respondents shall be responsible for monitoring the City's website (homepage) at <http://www.ci.clute.tx.us> for any updates pertaining to the bid described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
4. **RESPONSE DUE DATE**: Signed and sealed responses are due at or before **2:00 PM**, on the date noted above (1.5. within Bid Schedule) to the City Manager's Office. Mail or carry sealed responses to:

FedEx, UPS, Hand Deliver, Mail, or E-mail to:

City of Clute
Attn: Bid Documents
108 E Main St
Clute, TX 77531

Email to:

michael@cluteems.com

- 4.1. Responses received after this time and date shall not be considered.
5. **POST AWARD MEETING**: The City and Awarded Bidder shall have a post award meeting to discuss, but not be limited to the following:
- 5.1. Identify specific milestones, goals and strategies to meet objectives.
6. **COSTS INCURRED**: The issuance of a bid shall in no way obligates the City to award a contract or to pay any costs associated with the preparation of a response to said bid. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III SPECIFICATIONS

1. **SCOPE:** The City seeks the installation and maintenance services for an **underground** (conduit) fiber optic cable system. Services shall be turn-key and include but not be limited to the design, trenching, installation, connection, testing, trouble-shooting, documentation, and on-going maintenance and restoration of the System.
2. **START DATE:** Successful Respondent shall begin work upon execution of agreement after May 2, 2017.
3. **CONNECTIVITY:** Once installed, City will be responsible for contracting separately with an internet service provider. Internet service is not a part of this scope of work.
4. **FIBER OPTIC CABLING SPECIFICATIONS:** Attachment A is herein included to indicate those areas of existing and proposed fiber. Successful respondent shall provide and install fiber to the indicated demarcations where noted. Fiber cabling shall provide the following:
 - 4.1. Meet or exceed the Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) specifications and International Telecommunication Union (ITU) requirements;
 - 4.2. All fibers will consist of an FC/PC termination including termination boxes at each location;
 - 4.3. Network or "Backbone" fiber and lateral fiber shall be:
 - 4.3.1. Loose tube cable design;
 - 4.3.2. Dielectric central strength member;
 - 4.3.3. SMF – 28 single mode or better;
 - 4.3.4. 12 fibers per buffer tube;
 - 4.3.5. Maximum Attenuation: 0.4 dB/km / 0.4dB/km / 0.3 dB/km;
 - 4.3.6. Wavelengths: 1310 nm / 1383 nm / 1550 nm.
 - 4.4. 96 F, Single-mode (OS2) fiber shall be installed as indicated in Attachment A.
 - 4.5. Installation shall include all materials, components and accessories.
5. **TESTING AND ACCEPTANCE:** Once installed, successful respondent shall test System and provide report to City. City shall have thirty (30) days to test System and shall notify successful respondent of non-working areas.
 - 5.1. Successful respondent shall provide as-built drawings of System as part of the delivery of final project upon City acceptance of System.
6. **MAINTENANCE SERVICES.** During the term of the resulting agreement, successful respondent shall provide all maintenance and support services to ensure the operation of the fiber system, including, without limitation, routine and ordinary maintenance and support services, emergency restoration services and all other maintenance services.

- 6.1. City seeks restorative services of fiber system within eight (8) hours of outage notification from City.
7. **PRICE PROPOSAL:** Price proposal shall be all inclusive of fiber installation and provide an annual maintenance cost. Maintenance shall be priced on an annual and recurring basis. No additional fees shall be permitted.
8. **INSTALLATION SCHEDULE:** Installation shall be coordinated with and approved by the City of Clute's Technology representative. Any required traffic control during installation shall be the responsibility of successful respondent.

PART IV RESPONSE REQUIREMENTS

1. **BID SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title page, index/table of contents, work sample attachments (on Flash Drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

City requests that the Respondent submit **one (1) original signed paper copy and two (2) copies** of its Response.

In addition, the Respondent shall submit one (1) Flash Drive, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, and XLS). A complete copy of the Response includes all documents required by this Bid. **Failure to provide a Flash Drive may result in disqualification for award.**

If supplemental materials are included with the Response, each Flash Drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. **Title Page** (1 page) – Show the bid title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1:

- 1.2. **Letter of Transmittal** (1 page) – Identify the services for which the bid has been prepared.
- 1.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

- 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.
- 1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the bid shall be clearly shown immediately below the signature.

TAB #2:

- 1.3. **Table of Contents** (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3:

- 1.4. **Firm Experience** – Provide detailed information on the firm and proposed project staff.
 - 1.4.1. Respondent shall provide information as to qualifications of firm and identify the Project Manager.
 - 1.4.2. Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations that are of a similar scope and size that have utilized similar services from your organization, within the last two (2) years. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.
 - 1.4.3. Identify all applicable licenses currently held by firm.

TAB #4:

- 1.5. **Available Resources and Consultant Location** – Respondent shall provide information on size, resources and business history and relevant capabilities of the firm.

TAB #5:

- 1.6. **Proposed Solution and Work Plan** – Respondent shall provide the plan and specifications for the proposed System solution. Drawings and schematics are encouraged as is a specification list for all proposed materials. Respondent may highlight any additional services that are offered with the proposal submission.

TAB #6:

- 1.7. **Project Timeline** – Respondent shall provide estimated installation timeline.

TAB #7:

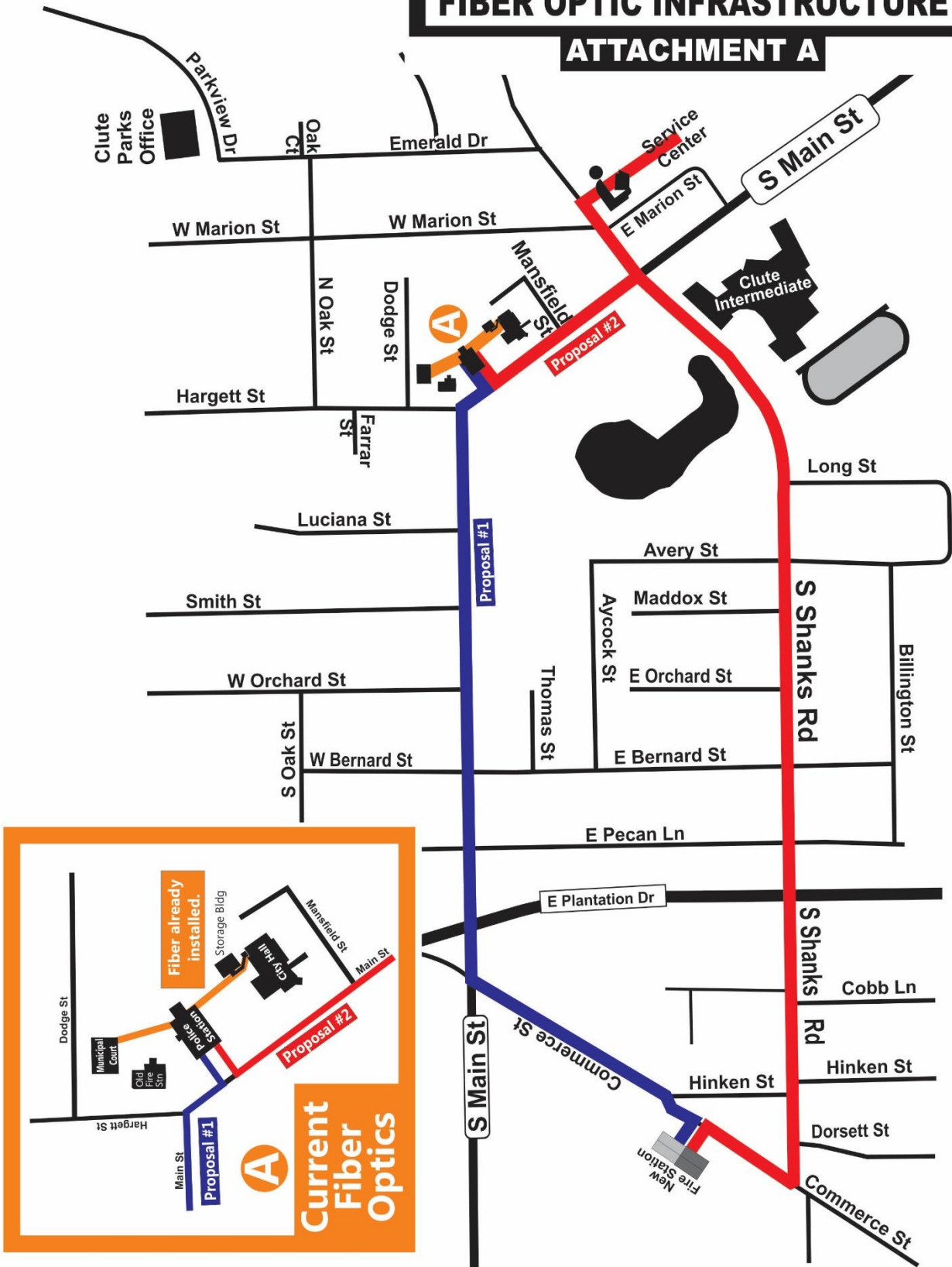
- 1.8. Cost Proposal** – Respondent shall include four (4) fee proposals to provide services as described herein.
- 1.8.1.** Cost Proposal #1 shall provide for services required to design and install Proposal #1 as specified in Attachment A.
 - 1.8.2.** Cost Proposal #2 shall provide for services required to design and install Proposal #2 as specified in Attachment A.
 - 1.8.3.** Cost Proposal #3 shall provide for services required to design and install BOTH Proposal #1 and Proposal #2 as specified in Attachment A.
 - 1.8.4.** Cost Proposal #4 shall provide annual maintenance fee as outlined herein.

PART V

- 1. CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a bid shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- 1.1.** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2.** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 2. ETHICS AND DISCLOSURE STATEMENTS:** The City requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below.

Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

FIBER OPTIC INFRASTRUCTURE ATTACHMENT A



**APPENDIX B
CONTRACTOR INDEMNIFICATION**

The Contractor shall at all times indemnify and save harmless the City of Clute and its officers, agents and/or employees against any and all claims, demands, damages, losses judgments, costs, worker's compensation payments, litigation expenses and counsel fees arising out if injuries to the person (including death) or damage to property alleged to have been sustained by:

- a. officials, officers, agents and/or employees of the City of Clute or;
- b. the Contractor, his subcontractors, any independent contractor retained by Contractor or materialmen or;
- c. any other person, whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the Contractor or his sub-contractor, any independent contractor retained by Contractor or materialmen by reason of his or their use of faulty defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the City of Clute for damage to property of the City of Clute caused by the Contractor, or his employees, agents, subcontractors, independent contractors retained by the Contractor or materialmen or by faulty, defective or unsuitable material or equipment used by him or them.

**STATE OF TEXAS:
COUNTY OF BRAZORIA**

Contractor

Signature: _____ Date

Name

Street

City/State Zip

Subscribed and Sworn to before me on this _____ day of _____ .

Notary Public

APPENDIX C

AWARDED BIDDER REQUIREMENTS

The awarded Bidder shall:

1. Attend the mandatory pre-construction meeting at Clute City Hall on **May 2, 2017 at 2:00 PM**, meeting with representatives of the City to exchange information and agree on details of equipment arrangements and installation interfaces for the cabling project.
2. Have sufficient resources to complete the Project within the allotted time frame.
3. Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the fiber optic cabling system installed at all City Facilities.
4. Furnish, install, and terminate all fiber strands at each location according to the Product and Services Specifications.
5. Install all fiber optic cable in accordance with the Product and Services Specifications and/or manufacturer's recommendations and best industry practices.
6. Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system. Sample labels must be approved by the City.
7. Test (100%) all cables and termination hardware for defects in installation and to verify cable performance under installed conditions. Testing procedures should be included in proposal documentation.
8. Documentation of testing and footage of each cabling run in proposal documentation.
9. Final payment will be withheld until the City has receipt of paper documentation of the testing.
10. Pull any and all permits if needed.
11. Comply with all local and state building codes.
12. Abide by, and be responsible adhering to, for all electrical and fire code regulations.
13. Complete Appendix B and C.
14. Plan fiber path which must be approved by the City.
15. Provide as-built diagram showing all jack numbers, pull boxes, cable paths, etc.

I have read the following and agree to the terms:

Signature/Date