



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S15-025

**REQUEST FOR PROPOSAL
UNDERGROUND FIBER OPTIC CABLE INSTALLATION**

Responses Due: August 27, 2015



**REQUEST FOR PROPOSAL
UNDERGROUND FIBER OPTIC CABLE INSTALLATION**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after “Respondent”, to provide installation and maintenance services for an underground fiber optic cable system, herein after “System”. Services shall be turn-key and include but not be limited to the design, trenching, installation, testing, trouble-shooting, documentation, and on-going maintenance and restoration of System.
2. **BACKGROUND:** The City of Leander 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 cable already installed by the nearby Leander Independent School District. The majority of conduit for the project is already in place. Respondents are responsible for taking measurements of required cable and conduit to submit proposal.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/rfps>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A and B are herein made a part of this agreement:
 - 4.1. Attachment A – Reference Form
 - 4.2. Attachment B – Installation Location Map and Conduit Indicator
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual 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 solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.
- 6.2. Respondents shall maintain staffing levels to provide prompt, efficient service to the City.

7. **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 solicitations 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 solicitation.
- 7.1. 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.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

8.1. Proposed Fee	30 Points
8.2. Proposed Solution	40 Points
8.3. Respondent Qualifications	20 Points
8.4. 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.

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

- 9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 9.1.1. Solicitation document, attachments and exhibits;
 - 9.1.2. Solicitation addendums, if applicable;
 - 9.1.3. City's Definitions, Terms and Conditions;
 - 9.1.4. Successful Respondent's submission.
- 9.2. The initial term of the resulting 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 in writing prior to the expiration of the current term.

- 9.3. The City reserves the right to review the Respondents' performance 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.
- 9.4. If 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.
- 9.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted during the initial term.
11. **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. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
12. **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:
 - 12.1. 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
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. 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.
13. **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 affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

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

1.1. Solicitation released	August 6, 2015
1.2. MANDATORY pre-solicitation meeting	August 17, 2015
1.3. Deadline for questions	August 19, 2015
1.4. City responses to all questions or addendums	August 21, 2015
1.5. Responses for solicitation due at or before 3:00 PM	August 27, 2015

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. 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-SOLICITATION MEETING:** A **MANDATORY** pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

August 17, 2015 at 2:00 PM
City of Leander
City Hall
200 W. Willis Street
Leander, TX 78641

- 2.1. The City considers this pre-solicitation 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 solicitation.
- 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-solicitation meeting. Any respondent that submits a response that does not attend the meeting will be disqualified.**
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation 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 **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

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

City of Leander
Purchasing Department
200 W. Willis
Leander, Texas 78641

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

Email to:

jsimonton@leandertx.gov

- 4.1. Responses received after this time and date shall not be considered.
5. **POST AWARD MEETING:** The City and Respondent 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:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. 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 October 1, 2015.
3. **CONNECTIVITY:** Once installed, City will be responsible for contracting separately with an internet service provider. Internet service in not a part of this scope of work.
4. **FIBER OPTIC CABLING SPECIFICATIONS:** Attachment B is herein included to indicate those areas of existing and proposed fiber. Successful respondent shall provide and install fiber to the indicated demarcations and use existing conduit 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 Internation Telecommunication Union (ITU) requirements;
- 4.2. All fibers will consist of an FC/PC termination;
- 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;
- 4.3.4. Flood filled;

- 4.3.5. 12 fibers per buffer tube;
- 4.3.6. Attenuation:
 - 4.3.6.1. 0.35 db/km @ 1310 nm;
 - 4.3.6.2. 0.25 db/km @ 1550 nm.
- 4.4. 72 total strands of fiber shall be installed;
 - 4.4.1. 48 strands of fiber to the Leander Independent School District Information Technology Building;
 - 4.4.2. 12 strands of fiber to the City of Leander Public Works building;
 - 4.4.3. 12 strands of fiber to the City of Leander Parks and Recreation building;
- 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 four (4) 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 Leander's Information Technology department. Any required traffic control during installation shall be the responsibility of successful respondent.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION 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 CD) 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) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall

be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."
Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD 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 solicitation 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 solicitation has been prepared.

1.2.1. Briefly state your firms 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 solicitation 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. Using Attachment A, 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 #6

1.8. Cost Proposal – Respondent shall include two (2) fee proposals to provide services as described herein.

1.8.1. Cost Proposal #1 shall provide for services required to design and install System as specified.

1.8.2. Cost Proposal #2 shall provide annual maintenance fee as outlined herein.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation 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 ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance 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. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

- (a) Persons seeking discretionary contracts.
 - (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
 - (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.
- (b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:
 - (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
 - (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) 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.

**ATTACHMENT B
INSTALLATION LOCATION MAP AND
CONDUIT INDICATOR**

City Hall

Note:
Cable run lengths are approximate.
Conduit positions approximate, contractor to
field verify conduit condition and location.

Legend

Conduit Locations

Proposed Improvement

- Prop FO Line - Existing COL Conduit
- Prop. Conduit and FO Line
- Prop. FO Line - Existing LISD Conduit

Run A 640 Ft

Run B 1400 Ft

Run C 190 Ft

Run F 63 Ft

Run G 93 Ft

LISD Technology Center

Run D 1600 Ft

Run E 38 Ft

Public Works

Parks

