



CITY OF LEANDER

**INVITATION FOR BID
NETWORK BACKBONE AND WI-FI REFRESH COMPONENTS**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to purchase from a qualified Individual, Firm or Corporation, herein “Respondent”, network backbone and wi-fi refresh components as specified herein.

The City seeks to maintain quality, reliability and efficiency within its technology infrastructure. With this goal in mind several manufacturers have been specified herein to establish the City’s minimum critical requirements and performance standards of this equipment. Any example shown is listed to show type and class of equipment desired only.

Alternate equivalent manufacturers will be considered.

Respondents are cautioned that any equipment which does not meet specifications in every aspect will not be considered or accepted. City staff shall approve or disapprove of alternate equivalent manufacturer recommendations.

2. **BACKGROUND:** The City of Leander is working to enhance and expand its technology network and infrastructure. Budget has been allocated for the Network Backbone Project and the Wifi Re-fresh Project. The City seeks pricing on the hardware components and the installation as an option.
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Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order.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/finance/page/purchasing>.
 - 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:** Attachment A through C are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Form
 - 4.2. Attachment B: Parts Specification and Bid Form
 - 4.3. Attachment C: Conflict of Interest Questionnaire Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Simonton
Purchasing Agent**

City of Leander
P.O. Box 319
Leander, TX 78646
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 sale and distribution of the commodity specified herein.
7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.
8. **ALTERNATE EQUIVALENT:** The City seeks to maintain quality, reliability and efficiency within its PPE equipment. With this goal in mind several manufacturers have been specified herein to establish the City's minimum critical requirements and performance standards of equipment. Any example shown is listed to show type and class of equipment desired only. Any alternate manufacturers offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions.
 - 8.1. Alternate equivalent products will be considered.
 - 8.2. Complete specifications and requests for alternate equivalent product consideration must be submitted along with a respondent's Bid Form and References.
9. **MODIFICATION AND WITHDRAWAL OF BID:** A bid may be modified or withdrawn written notice provided to the Purchasing Agent prior to the date and time for the opening of the bids.
 - 9.1. If within 24 hours after bids are opened any respondent files written notice with Purchasing Agent and promptly demonstrates to the reasonable satisfaction of Purchasing Agent that there was a material and substantial mistake in the preparation of the bid, that respondent may withdraw the bid. In this event, if the solicitation is re-issued, that respondent may be disqualified from rebidding the solicitation.
10. **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>.
 - 10.1. 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.
 - 10.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who

exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.

10.2.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Paul Preston, IT Manager

10.2.2. A completed CIQ Form, herein Attachment C, is required with each response.

- 11. DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are damaged or not in full compliance with the specifications. Successful respondent shall repair any minor damages noted during this inspection period. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 12. QUANTITIES:** Any quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
- 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.
- 14. 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:
- 14.1.** 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
- 14.2.** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

- 14.3. The 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
- 14.4. 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.

PART II

SCHEDULE

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

- | | |
|---|-------------------------|
| 1.1. Solicitation released | January 7, 2016 |
| 1.2. Deadline for questions | January 15, 2016 |
| 1.3. City responses to all questions or addendums | January 19, 2016 |
| 1.4. Responses for solicitation due at or before 3:00 PM | January 28, 2016 |

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. **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.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Ship via FedEx, UPS or other carrier or carry sealed responses to:

Shipping Address (FedEx, UPS or hand delivery):

Joy Simonton
City of Leander
Purchasing Department
200 W. Willis Street
Leander, TX 78641

Mailing Address:

Joy Simonton
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646

- 3.1. Responses received after this time and date shall not be considered.

- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
 - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 3.5. Responses cannot be altered or amended after opening.
 - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **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:** City of Leander, herein after “City”, seeks to purchase from a qualified Individual, Firm or Corporation, herein “Respondent”, network backbone and wi-fi refresh components as specified herein.

The City seeks to maintain quality, reliability and efficiency within its technology infrastructure. With this goal in mind several manufacturers have been specified herein to establish the City’s minimum critical requirements and performance standards of this equipment. Any example shown is listed to show type and class of equipment desired only.

Alternate equivalent manufacturers will be considered.

Respondents are cautioned that any equipment which does not meet specifications in every aspect will not be considered or accepted. City staff shall approve or disapprove of alternate equivalent manufacturer recommendations.

2. **DELIVERY:** Delivery of equipment shall be to Leander City Hall located at 200 W. Willis Street, Leander, TX 78641. Delivery of equipment is desired no later than ninety (90) calendar days after receipt of City Purchase Order, however, this delivery schedule is not mandatory.
3. **COMPONENT SPECIFICATIONS:** The City seeks fulfillment and delivery for the components listed on Attachment B herein.
4. **CONFIGURATION AND INSTALLATION (OPTIONAL):** Depending on costs, City may or may not seek configuration and installation services from successful respondent. In that interest, respondent shall provide pricing, if available, for configuration and installation services in one, two and three day increments on Attachment B as noted.
5. **WARRANTY:** Manufacture shall protect against defects in materials and workmanship.
 - 4.1. Manufacturer warranty details shall be provided with response.
 - 4.2. The successful respondent shall warrant that products will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

- 4.3. All warranty repairs or replacement will at the expense of the Successful respondent to include shipping of items to and from Respondent.
- 4.4. Successful respondent will handle any warranty claims which apply to merchandise directly with the manufacturer and shall provide prompt replacements as necessary in order to minimize disruption to staff.
6. **PRICING:** Pricing shall be provided per unit as outlined on the Bid Form, herein Attachment B. No additional fees shall be permitted. Additional shipping fees shall not be permitted. Contracted price per item shall be the only permitted charge to the City and shall include delivery.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

1. Responses shall be submitted on itemized, signed Bid Form provided herein as Attachment B. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - 1.1. ALL FEES shall be included in price to include delivery to Leander, Texas. No additional fees, such as shipping, shall be permitted.
 - 1.2. Optional configuration and installation prices shall be provided.
 - 1.3. Alternate equivalent brands shall be noted if applicable with attached literature.
2. Attachment A – Reference sheet.
3. Attachment C – Conflict of Interest Questionnaire.
4. Warranty information.

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
CITY OF LEANDER PART SPECIFICATION AND BID FORM
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number: #S16-006 NETWORK BACKBONE AND WIFI REFRESH	RESPONDENT INFORMATION	Tax ID Number: _____
	Due Date: January 28, 2016		Business Name: _____
	Time: On or Before 3:00 PM CST		Address: _____
	Submit to: City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641		Address: _____
			Contact: _____
			Telephone: _____
			Entity Type: _____
			E-mail: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	CISCO PART #	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	QTY	TOTAL
1	MR34-HW	Meraki MR34 Cloud Managed AP	EA	\$	28	\$
2	LIC-ENT-5YR	5YR LIC AND SUP MR ENTERPRISE QTY 29 AVAL & SHIP DIRECT	EA	\$	28	\$
3	MR72-HW	MR72 Cloud-Managed 802.11ac Outdoor AP	EA	\$	2	\$
4	MA-ANT-20	Meraki Dual Band Omni Antennas	EA	\$	4	\$
5	LIC-ENT-5YR	5YR LIC AND SUP MR ENTERPRISE QTY 29 AVAL & SHIP DIRECT	EA	\$	2	\$
6	WS-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base	EA	\$	9	\$
7	CON-SNT-WSC604DL	SNTC-8X5XNBD Catalyst 2960-X 24 G	EA	\$	9	\$
8	CAB-16AWG-AC	AC Power cord, 16AWG	EA	\$	9	\$
9	PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	EA	\$	9	\$
10	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	EA	\$	9	\$
11	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	EA	\$	9	\$
12	WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	EA	\$	8	\$
13	CON-SNT-WSC296XL	SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	EA	\$	8	\$

14	CAB-16AWG-AC	AC Power cord, 16AWG	EA	\$	8	\$	
15	PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	EA	\$	8	\$	
16	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	EA	\$	8	\$	
17	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	EA	\$	8	\$	
18	WS-C4500X-24X-ES	Catalyst 4500-X 24 Port 10G Ent. Services, Frt-to-Bk, No P/S	EA	\$	1	\$	
19	CON-SNT-WSC24EXX	SNTC-8X5XNBD Catalyst 4500-X 24 Port 10G Ent. Service	EA	\$	1	\$	
20	C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	EA	\$	1	\$	
21	C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	EA	\$	1	\$	
22	CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	EA	\$	2	\$	
23	S45XUK9-37E	CAT4500-X Universal Crypto Image	EA	\$	1	\$	
24	C4500X-16P-IP-ES	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	EA	\$	1	\$	
25	SFP-10G-LR	10GBASE-LR SFP Module	EA	\$	2	\$	
26	C4KX-NM-8SFP+	Catalyst 4500X 8 Port 10G Network Module	EA	\$	1	\$	
27	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	EA	\$	2	\$	
28	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	EA	\$	2	\$	
29	SFP-10G-LR	10GBASE-LR SFP Module	EA	\$	2	\$	
30	SFP-10G-SR=	10GBASE-SR SFP Module	EA	\$	10	\$	
31	SFP-10G-LRM=	10GBASE-LRM SFP Module	EA	\$	2	\$	
						TOTAL	\$

ITEM #	DESCRIPTION	TOTAL	NOT AVAILABLE
32	One day of on-site installation and configuration at Leander, Texas	\$	
33	Two days of on-site installation and configuration at Leander, Texas	\$	
34	Three days of on-site installation and configuration at Leander, Texas	\$	

Pricing shall be all inclusive of equipment, labor, and supplies needed to perform the work as specified herein. Additional fees including but not limited to, fuel, taxes or other costs incurred shall not be permitted.

AUTHORIZED SIGNATURE

Print Authorized Individual Name: _____

Authorized Signature: _____

Date: _____

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date