

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

Enterprise Resource Planning System

Solicitation # RFP 23-002

Date Issued: November 1, 2023

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST December 1, 2023**

New Braunfels Purchasing Department: Phone: 830-221-4081
Email: pmcdonald@newbraunfels.gov



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

Solicitation Number: 23-002
Structured Cabling Services

Request for Proposal
(RFP)

Date Issued: November 1, 2023

SOLICITATION

Respondents must submit sealed Proposals containing one (1) signed original hardcopy and one (1) in electronic format (USB).
Electronic Bid submissions do not require original hardcopy and USB to be submitted.

Questions concerning RFP must be received, by email only, prior to **5:00PM CT on November 17, 2023.**
Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), December 1, 2023.**

There will not be a public opening. Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:
(NO collect calls, Telegraphic, Email, or Fax offers accepted)

Paige McDonald,
Assistant Purchasing
Manager

Email: pmcdonald@newbraunfels.gov
Phone: (830) 221-4081

5% Proposal Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Payment Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Performance Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)

OFFER

(This portion must be fully completed by Respondent.) Respondent will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

Name, email, and phone number of person authorized to conduct negotiations and sign on behalf of Respondent :

Signature:

Date:

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**SECTION 3
INSTRUCTIONS FOR RESPONSE**

3.1 AVAILABLE DOCUMENTS

Solicitation documents may be obtained from:

- the BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
- the City of New Braunfels' website: <https://www.newbraunfels.gov/2694/Solicitations>
- or upon request by email: pmcdonald@newbraunfels.gov

Questions relating to definitions, interpretations, and/or requests for clarification must be in writing and directed to: pmcdonald@newbraunfels.gov

3.2 SUBMISSION OF PROPOSALS

(a) Electronic Bidding. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. For this Request for Proposal, electronic bid submission is another option available to Respondents. The link to BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>. You must register on their site prior to your electronic submission. If you have any problems completing your vendor registration or submitting your electronic bid, please contact BidNet at (800) 835-4603, Option 2, to speak with live customer support.

OR

(b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside as a Request for Proposal to Owner, with Respondent's name and address. Failure to submit Proposal in this manner may subject Respondent to disqualification. **Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:**

**City of New Braunfels
City Secretary's Office/Front Lobby
ATTN: Purchasing
550 Landa Street
New Braunfels, TX 78130**

The outside of the Proposal envelope or package **must state**:

**"RFP 23-002 Structured Cabling Services
Proposal Due Date: December 1, 2023, 3:00 PM CT"**

It is the sole responsibility of the Respondent to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Respondent.

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.

(c) The following items request information that the Evaluation Committee will utilize to evaluate the Proposal. Failure to provide any of the information below may result in a Proposal being deemed non-responsive and therefore not considered in the selection process.

(continued on next page)

Respondents shall limit proposals to 30 pages exclusive of tabs and forms listed in tabs 1, 2, 4, and 8. Each proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form** Respondent must complete and sign form located on Page 2.
- **TAB 2: Acknowledgment of Addenda**, if applicable.
- **TAB 3: Cover Letter** Name and address of the Respondent, as well as a brief description of the firm and its history.
- **TAB 4: Documents**
 - a. **Certificate of Insurance** One copy completed and signed. A “for information purposes only” copy is acceptable. The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
 - b. **Conflict of Interest Questionnaire** Must be filed with the City Secretary **IF** the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).
 - c. **Certificate of Interested Parties - Form 1295** This form will be requested from the awarded Contractor(s).
 - d. **ATTACHMENT A**
 - e. **ATTACHMENT B – COMPANY INFORMATION**
 - f. **ATTACHMENT C – RESPONDENT CERTIFICATIONS**
- **TAB 5: Experience and Capabilities**
This section should include a description of the Respondent’s experience that the City of New Braunfels can use as a basis for performance evaluation. This section should include the information outlined in Section 5, Evaluation of Proposals, including the office location(s) from which warranty service calls will be dispatched
- **TAB 6: References**
Provide reference company name, contact person’s name, number, and email address, number of sites completed, and whether the entity is government or education.
- **TAB 7: Cost of Services**
- **TAB 8: Deviations from Request for Proposal**
Reference Attachment E – Exceptions and Alternatives Form. Respondent is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.
- **TAB 9: Descriptive Literature**
Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information may be included.

3.3 PROPOSED SOLICITATION SCHEDULE

DATE	MILESTONE
November 1, 2022	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.newbraunfels.gov/2694/Solicitations
November 17, 2022	Deadline to receive questions shall be 5:00 PM CT
December 1, 2022	Proposal submission deadline – 3:00 P.M.
December 2022	City Council considers award
December 2022	Anticipated Contract

(continued on next page)

3.4 CONTACT FOR QUESTIONS

All questions concerning this solicitation shall be in writing, on or before **November 17, 2023**, to: Paige McDonald, Assistant Purchasing Manager, via email pmcdonald@newbraunfels.gov

All prospective Respondents are hereby instructed to not contact any member of the City of New Braunfels' City Council, City Manager, evaluation committee, or City of New Braunfels' staff members other than the noted contact person regarding this solicitation on page 1. Any such contact may be cause for rejection of your Proposal.

3.5 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City's website <https://www.newbraunfels.gov/2694/Solicitations>.

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP.

Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

3.6 SOLICITATION UPDATES

Respondents shall monitor the BidNet Direct website (<https://www.bidnetdirect.com/texas/city-of-new-braunfels>) and the City's website (<https://www.newbraunfels.gov/2694/Solicitations>) 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. It is the Respondent's responsibility to change the websites for current changes to the Solicitation documents.

3.7 EXCEPTIONS AND DEVIATIONS

Any exceptions to the terms and conditions, specifications, or objectives of the solicitation must be clearly stated in Respondent's Proposal.

3.8 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing Respondents and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Respondent. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

3.9 TERMS AND CONDITIONS

The City's Standard Terms and Conditions can be found at https://www.nbtexas.org/DocumentCenter/View/23388/THE_CITY-Purchasing-Standard-Terms-and-Conditions

SECTION 4 SCOPE OF WORK

4.1 INTRODUCTION

The City of New Braunfels seeks a structured cable provider/installer to provide materials, service, installation and warranty service for structured interior and exterior cabling. Any resulting contract will include installation and services for construction components necessary for the operation of the managed data network in Fire Stations #7, currently under new construction. Other opportunities for refurbishing or adding to existing networks will also be covered by the resulting contract.

The construction components may include:

- Individual site engineering specifications
- Installation and testing of Structured Cabling System (SCS) which will include the following subsystems:
 - Horizontal Subsystem
 - Equipment Subsystem
 - Backbone and Demarcation Subsystem
- Network documentation

Respondent's proposal pricing shall include all materials and labor necessary for the construction of each specified network component.

4.2 STANDARDS

A. Industry Standards

Design, manufacture, testing, and installation shall follow all manufacturer's requirements as well as the following industry standards:

- National Electrical Code®, 2008 Edition
- ANSI/NECA/BICSI-568-2006 - *Standard for Installing Commercial Building Telecommunications Cabling*
- ANSI/TIA/EIA-568-B.1 – *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*
- ANSI/TIA/EIA-568-B.2 – *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components*
- ANSI/TIA/EIA-569-B – *Commercial Building Standard for Telecommunications Pathways and Spaces*
- ANSI/TIA/EIA-606(A) – *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
- ANSI-J-STD-607(A) – *Commercial Building Grounding and Bonding Requirements for Telecommunications*
- ANSI/TIA/EIA-758(A) – *Customer-Owned Outside Plant Telecommunications Cabling Standard*

B. BICSI Standards

Cabling installation shall be according to the most recent edition of BICSI® publications:

- BICSI – *Telecommunications Distribution Methods Manual*
- BICSI – *Installation Transport Systems Information Manual*
- BICSI – *Network Design Reference Design Manual*
- BICSI – *Outside Plant Design Reference Manual*
- BICSI – *Wireless Design Reference Manual*
- BICSI – *Electronic Safety and Security Design Reference Manual*

C. Governing Standards

Federal, state, and local codes, rules, regulations, and ordinances governing the work are as fully

part of the specifications as if herein repeated and hereto attached. If the contractor should note items in the drawings, specifications, or construction of which would be code violations, these items should be brought to the attention of the City of New Braunfels in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

4.3 APPROVED MATERIALS

A. Manufacturers

Contractor shall use products of manufacturers named in this document, or suitable replacements approved by the City. Products shall meet or exceed all standards contained in this document. Where no manufacturer is specified, contractor shall use products of manufacturers in compliance with the requirements of this document.

B. Suitability

Provided products shall be suitable for intended use, including, but not limited to, environmental, regulatory, and electrical needs. All horizontal cable shall be rated for use in a plenum environment.

C. Horizontal Subsystem:

- Each office will be installed with a dual data drop face plate
- Each Cubicle will be installed with a modular furniture dual data drop face plate
- Designated Cable TV locations will be installed with a Coax TV faceplate and connector based on the desired # of connections noted on the provided drawings
- Each designated WAP location will be installed with a dual port mount
- All data cables will consist of a 4-pair Category 6 F/UTP 250 MHz Plenum Cable (COMMSCOPE UN874043904/10)
 - Data cables will be Blue
 - Camera cables will be Green
 - Wireless cables will be Yellow
 - Outside cables will be Black
- All data cables will terminate on a M-Series RJ45 Category 6 Jack Insert (COMMSCOPE 7602377**).
- At the modular furniture locations, all jack inserts will connect to a 4-port Furniture Faceplate (Black) (COMMSCOPE M14CE-003).
- At the wall locations all jack inserts will connect to a 4-port Single-gang Designer, with ID windows (White) (COMMSCOPE 108333162).
- At the WAP locations all jack inserts will connect to a 2-port M102 Type Surface Mount Box (White) (COMMSCOPE 107984056). *NOTE: Service loops of 10' will be provided at the WAP locations in a figure eight loop.*
- At the Conference Floor locations all jack inserts will connect to a 4-port Single-gang Designer, with ID windows (White) (COMMSCOPE 108333162) and connect to a Surface Mount Junction Box (White) 1.89"D (LEVITON 42777-1WA).
- The CATV locations will consist of an RG 6 Type Quad Shield Plenum Video Coaxial Cable (White) (COMMSCOPE 2227V).
- All CATV cables will terminate on a RG6 F-Connectors CMP Compression (ICM FS6PL-2) on each end.
- At the CATV workstation locations all connectors will connect to a M81C-Coupler w/ F-type Adapter 75 ohms, 2 Ghz (COMMSCOPE 760199968) and connect to a 1-port Single-gang Designer, with ID windows (White) (COMMSCOPE 108333014).
- All office area cabling will be supported using the following:
 - Cable Support Bags (ERICO CAT425) w/ ceiling hanger wire for pathways that have more than 40+ Cat 6 cables.

- 2" J-hooks w/ clips (PANDUIT JP2DW-L20) w/ ceiling hanger wire for pathways that have less than 40 Cat 6 cables.

D. Equipment Subsystem

- 19"W x 84"H Equipment Rack with Floor Mount Kit (CHATSWORTH 55053-703) bolted to the floor.
 - 10' x 12" black ladder rack (CPI 10250-712) installed down the wall and across to the top of the rack for rack support and cable pathway.
 - Wall angle support bracket kit (CPI 11421-712) installed to support ladder rack on the wall going horizontal
 - Vertical wall bracket (CPI 10608-001) to mount ladder on wall going vertical
 - 3" channel rack to runway mounting bracket (CPI 10595-712) mounted to the top of the racks to support ladder to rack
 - 2" to 4" Standoff Kit (CPI 10506-702) mounted from the 4-post and 2-post rack to the ladder rack above.
- Double-Sided Vertical Wire Manager (PANDUIT WMPV45E) mounted on the rack for cable management.
- 24-port Category 6 Patch Panel (COMMSCOPE 760180042) for the termination of the data cables.
- 48-port Category 6 Patch Panel (COMMSCOPE 760180059) for the termination of the data cables.
- The desired Network Rack Layout is as follows:

FIBER BACKBONE ENCLOSURE
24-PORT PATCH PANEL
1U CUSTOMER PROVIDED 48PT SWITCH
48-PORT PATCH PANEL
1U CUSTOMER PROVIDED 48PT SWITCH
48-PORT PATCH PANEL
1U CUSTOMER PROVIDED 48PT SWITCH
48-PORT PATCH PANEL
1U CUSTOMER PROVIDED 48PT SWITCH
48-PORT PATCH PANEL
1U CUSTOMER PROVIDED 48PT SWITCH
48-PORT PATCH PANEL

E. BACKBONE & DEMARCATION SUBSYSTEM

- Wireless Communications
 - All wireless access shall adhere to the following:
 - Positioned to avoid sources of EMI and RFI.
 - Placed to be aesthetically compatible with their environment.
 - Enclosures shall be UL Listed for use within a plenum space.

F. Fire stopping

Products may be in the form of caulk, putty, strip, sheet, or devices that shall be specifically designed to fill holes, spaces, voids, and cavities at communications penetrations. Fire stopping materials shall also provide adhesion to substrates and maintain fire and smoke seal under normal expected movements of substrates, conduits, and cables.

G. Patch Cord Lengths

- Desk Drop 10 FT
- AP Drop 2FT
- Security / Camera 7FT

H. Maximum Cable Length

- No copper network drop shall exceed 295 feet
- No splicing is permitted in copper network drops

4.4 SCOPE OF WORK

A. Overview

The work to be requested shall include construction of new data networks within designated City of New Braunfels buildings.

The City of New Braunfels data network currently consists of a Wide Area Network (WAN) utilizing owned lines connecting Local Area Networks (LAN) at each building site. At each building site there will be a router or switch in place that functions as the gateway between the building LAN and the WAN. As new construction, the timing of the placement of these routers/switches may be subject to other construction timelines and may necessitate multiple visits to complete the required work.

Each LAN consists of network switches that provide Ethernet connections and access points that provide wired & wireless connections to all computer and telephone hardware.

B. System Description

Cabling utilized for data communications shall originate at switches in equipment racks located at the Main Distribution Frame (MDF) and Intermediate Distribution Frames (IDF) within a building & within network enclosures located throughout the building. The cable system shall utilize a network of fiber optic and unshielded twist pair cables.

Backbone cable connection within a building, both riser and horizontal, shall be installed in a star topology radiating from the MDF to each individual IDF. All backbone cable shall be fiber unless otherwise specified.

Labeling – Contractor will label both ends of each cable with computer generated self-laminating labels. Labeling shall be attached per TIA-606 standards. Each wall jack shall be labeled with the corresponding patch panel location. Floor plans shall be marked with the corresponding patch panel/ jack number.

Support – Cabling shall be suspended in the ceiling above air conditioning ducts, sprinkler piping, and electrical conduit where elevations allow. Cable Supports will be installed through which cables shall be routed. Ceiling grid, electrical conduit, and sprinkler pipes will not be used to secure communications cabling.

Category 6 Testing - Shall perform a Category 6 test for each data cable installed. Tests include Line Map (continuity and polarity), Resistance, Near End Crosstalk (NEXT), Far End Cross Talk (ELFEXT), Power Sum ELFEXT, Attenuation, Length, and Delay Skew at rates up to 1 GHz. Tests shall be conducted with a Fluke DTX1800 cable analyzer. A hard copy of the test results will be issued at completion of the work.

Documentation - Upon completion of the project, Contractor will provide an installation report containing:

- A hard copy of all cable test reports.
- CADD drawing showing all workstation outlets and their numbers will be provided only if electronic CADD drawings can be obtained from the customer.

4.5 CITY OF NEW BRAUNFELS REQUIREMENTS

The CITY will submit to the Contractor basic design specifications for each data network construction project. These specifications will contain the following:

- Data drop layout, distribution frame locations, and the desired timeline for the project.
- Electrical drawings or blueprints with outlet and panel locations for the construction site.

The CITY will be responsible for any of the following that may apply to a proposal:

- Off-site services
- Electrical wiring and outlets
- Data switches, servers, computers, and other active devices.
- Shutdown of any operating systems necessary for work to be completed.

4.6 CONTRACTOR REQUIREMENTS

- A. Contractor will provide any of the following when necessary:
 - Evaluate locations for new distribution frames and electrical/grounding needs; evaluate suitability of existing distribution frames and necessary modifications.
 - Assist the CITY to engineer cable pathways between work areas and distribution frames.
 - Supply all cabling, hardware and equipment, and labor as specified and approved by the CITY for completion of the construction project, while ensuring they are all in compliance with requirements stated or reasonably inferred by contract documents.
 - Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment.
 - Coordinate with the CITY and General Contractor for building/construction site access.
- B. Contractor must have an office located within an hour of the City (drive time under normal conditions), as response time is a critical factor.
- C. Contractor must be certified by the manufacturer(s) of approved products in all aspects of design, installation, and testing of the products described herein and utilize authorized manufacturer components and distribution channels in provisioning projects.
- D. Contractor must have a minimum of five (5) years of experience on similar projects. The Contractor shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size.
- E. The Contractor must have a full time Registered Communications Distribution Designer (RCDD) on staff.
- F. The contractor will staff all projects with full time employees of the company that have been properly and qualified for each assigned task.

4.7 PROJECT MANAGER

Contractor will provide a single point of contact, hereafter referred to as “Project Manager”, (this individual may also be the onsite contact if deemed appropriate) to speak for the contractor and provide the following functions:

- Initiate and coordinate tasks with the CITY, its General Contractor, Architect, and others as specified by the CITY.
- Provide day-to-day direction and on-site supervision of contractor personnel.
- Ensure conformance with all contract provisions.

4.8 INSTALLATION AND TESTING

Materials, installation methods, and procedures for construction shall conform to specifications of this document. All materials shall be supplied, installed, configured, tested, and certified by the contractor to form a fully operational system.

4.9 FIELD QUALITY CONTROL

The contractor's Project Manager shall perform periodic inspections of the work during construction to verify conditions and standards of this contract are being met. CITY personnel may also review the work for compliance. Any discrepancies or questions pertaining to the work shall be directed to the contractor's Project Manager for correction. Any corrective action necessary to meet the standards of this document shall be completed at no charge to CITY.

Following is a list of procedures and areas that will be checked for compliance with this RFP:

- Installation – approved wire, cable, and devices. Neat and uncluttered wire terminations. Acceptable pulling tensions, sidewall pressure, and bending radii have been maintained. Penetrations are neat and correct.
- Ceiling Tiles – properly replaced. Restored to original state. Replacement of any ceiling tiles damaged by contractor during construction.
- Cutting and Patching – Meets code as to not interfere with structural integrity.
- Cleaning – Work area restored to original state after completion of project.
- Fire stopping – Meets or exceeds all applicable codes and standards
- Sleeves – Proper installation for all penetrations
- Grounding – Meets or exceeds all applicable codes and standards
- Labeling – Conforms to standards and meets requirements of CITY
- Testing – Proper completion to verify a working system, including documentation of tests performed

4.10 WARRANTY

- A. Contractor shall warrant that the communications cabling system shall be installed to conform with EIA/TIA 568A specifications, and that the cabling system shall be free from defects in materials and workmanship for lifetime of ownership by the client from date of acceptance. The warranty will not cover materials and workmanship that, once accepted, have become defective due to negligence, abuse, or by work performed by others.
- B. In the event a cable segment is suspected defective, contractor shall, upon notification, repair the cable free of charge for the warranty period. If no problems are found with the cable, contractor may invoice for a standard service charge. Should evidence of negligence or abuse, or work performed by others be found, CITY shall be notified and arrangements made for repair that may include charges to CITY.
- C. Contractor shall transfer any applicable manufacturer's warranties to CITY.

4.11 CONDITIONS OF ACCEPTANCE AND PAYMENT

A. Completion of Work

At the completion of the project, the contractor shall restore to its former condition all aspects of the project site and on a daily basis shall remove all waste and excess materials, rubbish, debris, tools, and equipment resulting from or used in the services provided under this document. All clean

up, restoration, and removal will be by the contractor and at no cost to CITY. If the contractor fails in its duties under this paragraph, CITY may upon notice to the contractor perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the contractor. The contractor will not use the dumpsters of any General Contractor for trash disposal without prior approval of the General Contractor.

On-going inspections shall be performed during construction by CITY and the contractor's Project Manager.

A final inspection and evaluation will be made by CITY upon notification by the contractor that a particular phase of the project is complete, unless otherwise waived by CITY. If deficiencies are identified the contractor will correct these within three (3) days of notification by CITY.

No phase of construction will be considered completed until the inspection or waiver of inspection has been satisfied and all required documentation have been received and verified by CITY.

B. Damages

The Contractor will be held responsible for any and all damages to portions of the building caused by it, its employees, or subcontractors, including but not limited to:

- Damage to any portion of the building caused by the movement of tools, materials, or equipment.
- Damage to any components of the construction of spaces "turned over" by the contractor.
- Damage to the electrical, mechanical, and/or life safety or other systems caused by inappropriate operation or connections made by the contractor or other actions of the contractor.
- Other damage to the materials, tools, and/or equipment of CITY or anyone else acting on behalf of the CITY.

C. Payment for Services Performed

The Contractor may invoice for each separate construction phase identified and categorized in the accepted proposal for which a Purchase Order has been issued.

The following conditions must be met for payment of invoices to be approved:

- The project phase being invoiced must have received final inspection and acceptance or waiver of such by the CITY
- The invoice must reference the CITY Purchase Order (PO) number for which billing is being submitted.
- The invoice must include the line item and description as it appears on the PO.
- The invoiced price for each line item must be equal or less to each corresponding line item on the PO.

Any expenses incurred by the CITY as a result of unauthorized deviations from project specifications and/or damages will be deducted from the Contractor's invoice.

**SECTION 5
EVALUATION OF PROPOSALS**

5. SELECTION PROCESS: It is the intent of the City to make a single award on this solicitation, based on evaluation criteria listed in this solicitation and Respondent’s submitted proposal. The City’s evaluation team will rank Respondents meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the Respondent’s proposal. The Respondent selected for award will be awarded an Agreement to provide services as specified

5.1. EVALUATION CRITERIA: The City of New Braunfels will review all Proposals submitted in response to this solicitation using the criteria presented below and rank each Respondent. The Respondent will be recommended for award to City Council based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels City Council.

Program Criteria: The proposals will be ranked based on the following evaluation criteria:

Criteria	Points
Office location within one hour of the City <ul style="list-style-type: none"> • List full address of office location(s) from which warranty service calls will be dispatched 	Pass/Fail
Experience and Capabilities <ul style="list-style-type: none"> • List similar work done (in type and size) for the last 5 years for New Braunfels and other municipalities • Provide proof of certifications for any manufacturer for whom the company is an authorized installer/distributor • Provide names of employees who hold the RCCD certification and copies of RCCD certifications 	20
References <ul style="list-style-type: none"> • Provide 4 references to include name, company, phone number, email address, number of sites completed, and type of entity (government, education, etc) 	20
Price	30
Quality of Overall Response <ul style="list-style-type: none"> • Provide all documentation requested, including necessary forms 	30
TOTAL	100

The City reserves the right to request additional information or clarifications from all Respondents and to allow corrections of errors or omissions.

Optional: The short-listed Respondents may be requested to participate in an interview and provide a presentation regarding the Services. (Potential of up to additional 15 points)

5.2 OTHER CONSIDERATIONS. The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Respondent’s past working or business relationship with the City, if any. The City further reserves the right to consider a Respondent’s background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a Respondent may have with its other clients.

5.3 OPENED PROPOSAL. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

5.4 LIMITATIONS

- **Right to Accept or Reject.** The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the City believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.
- **Solicitation to Remain Subject to Acceptance.** All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without acting.
- **Negotiations.** The City reserves the right to authorize contract negotiations to begin without further discussion with respondents submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible.
- **Respondent's Obligation Regarding Evaluation:**
 - Submission of Information. Respondents are cautioned that it is each Respondent's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the Proposal. Failure of a Respondent to submit such information may cause an adverse impact on the evaluation of the specific Proposal.
 - Respondent Review of RFP. Respondents are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the Respondent's risk and will not be a determinative factor when awarding the contract for services.
- **Oral Non-Binding.** Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.
- **Lobbying Prohibited.** Respondents are prohibited from directly or indirectly communicating with City Council members and City staff (other than authorized Purchasing representative) regarding the Respondent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Any violation will result in immediate disqualification of the Respondent from the selection process.

5.5 PROPOSAL SPECIFICATIONS

- **Modification or Withdrawal of Proposal.** Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice (by mail or email) to the Purchasing Representative at the address shown herein. A Proposal may also be withdrawn in writing by providing the same notice. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE RESPONDENT WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a Respondent to withdraw a Proposal due to a material mistake in the Proposal.
- **Inquiries.** To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person named in the Solicitation and Offer form.
- **RFP Interpretation; Addendum.** Any interpretations, corrections, or changes to this RFP will be made by addenda through:
 - <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
 - and the City Website: <https://www.newbraunfels.gov/2694/Solicitations>

Respondents shall acknowledge receipt of all addenda per the instructions to be attached to addenda.

**SECTION 6
AWARD OF CONTRACT**

6.1. SUCCESSFUL RESPONDENT'S DOCUMENTS: The successful Respondent will provide its proposal and any negotiated amendments to the proposal to the Office of the Purchasing Manager as an electronic Word file or PDF.

6.2. CONTRACT AWARD: The selection of a Respondent and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Respondent (after proposals are opened) if such is deemed in the best interest of the City.

6.3. CITY COUNCIL APPROVAL: The City Council will consider the final contract for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

6.4. FINAL CONTRACT:

- A. The selected Respondent will assume responsibility for all services offered in its proposal, whether such services are provided by a subcontractor or joint venture arrangement. The successful Respondent will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Respondent will be required to enter a written contract with the City. The City's legal terms and conditions for this contract are included herein.
- C. This RFP and the successful Respondent's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful Respondent.
- D. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If exceptions are taken to the City's Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the proposal enumerate the specific clauses that the Respondent wishes to amend or delete and suggest alternative wording in the proposal. In view of the length of time involved in obtaining the approval of legal counsel, Respondents are cautioned not to state that the Respondent's proposal is subject to the Respondent's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which no further consideration or evaluation will be made.

**ATTACHMENT A
PROPOSAL FORM**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

OFFER TO CITY OF NEW BRAUNFELS:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

NON-COLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

Signature: _____ **Date:** _____

PRICE SAMPLING

Description	Price Per
Provide, install, terminate, test, label & document Cat 6 Plenum Cable (250')	
Provide/install Cat 6 patch cable (24 port)	
Provide/Install CONB provide WAP	
Provide/Install CONB provide switch (48 port)	
Provide/install horizontal wire manager	
Provide/install vertical wire manager (6')	
Provide/install 0.5" raceway & cover (6')	
Provide/Install 12" x 10' ladder rack	
Provide/install wall angle kit	
Provide/Install rack to runway kit	
Provide/Install grounding wire (enter per foot price)	
Provide/ install grounding lug	
Provide/Install grounding rod	
Provide/Install grounding Rod Clamp	
Provide, install, terminate, test, label & document 12 strand armor fiber (750')	
Provide/Install 6 strand fan out kit	
Provide/Install 19" free standing rack	
Provide/Install rack mount 24 port fiber patch panel	
Trip Charge (each)	
Project Management Hours (per hour)	
Technician Hours – Regular Day Shift (per hour)	
Technician Hours – After hours/weekend (per hour)	

**ATTACHMENT B
COMPANY INFORMATION**

1. Company Information:

- Company name: _____
- Company address: _____
- Year established: _____
- Number of years in business under present name: _____
- Form of ownership: Proprietorship Partnership Corporation Other (specify)
- When organized: _____
- If a corporation, where incorporated: _____
- Federal Employer Identification Number: _____
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: _____
- Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
 - _____
 - _____
 - _____
- Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**
 - A:** Company is a non-resident Respondent. Its principal place of business is the state of _____
Check one of the following options:
 - Non-resident Respondents in the state of our principal place of business are required to propose ____ percent lower than resident Respondents by state law. A copy of the statute is attached.
 - Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.
 - B:** Company's principal place of business or corporate offices is in the State of Texas.

2. Subcontractor(s), if applicable:

- Subcontractor(s) will not be used to complete this contract.
- Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)
 - Subcontractor Name: _____
 - Percentage (%) of Total Contract: _____
 - Mailing Address: _____

- 3.** If applicable, provide a list of officers of the company who, while in the employ of the company or the employ of previous companies, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

**ATTACHMENT C
VENDOR CERTIFICATIONS**

Company name: _____

To demonstrate qualification to perform the scope of services, answer all questions listed below. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets, if applicable.

DEBARMENT/SUSPENSION INFORMATION:

Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>?

Yes **No**

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension, or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. **Yes** **No**
 - A. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution.
 - B. “Fraudulent practice” means an intentional misrepresentation of facts made
 1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
 2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
 3. to deprive Owner of the benefits of free and open competition.
 - C. “Collusive practice” means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and
 - D. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

Non-Collusion Certification: Do you certify that all the following are true and correct concerning your company’s cost Proposal? **Yes** **No**

- A. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
- B. That your cost Proposal is genuine and is not a collusive or sham cost Proposal.
- C. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
- D. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

- A. Contractor verifies that its named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: **Yes** **No**
 1. Does not boycott Israel currently; and
 2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. Does the Contractor certify compliance with this code? **Yes** **No**

ACKNOWLEDGEMENT

THE STATE OF _____
COUNTY OF _____

I certify that I have read all the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

ATTACHMENT D EXCEPTIONS AND ALTERNATIVES FORM

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Respondents are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

- No Exceptions Taken
- Exceptions Taken – *See attached (Include in Tab 10)
**Note that if any exceptions are taken, all required information must be submitted as an attachment*

In the event the Respondent takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a)** The specific item or clause for which an exception is requested (citing the page and item number).
- b)** The suggested change to the exception, inclusive of proposed new language if applicable.
- c)** An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Respondent is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)