

# CITY OF NEW BRAUNFELS



## REQUEST FOR PROPOSALS

### **Fiber Construction and Repair Solicitation # RFP 23-019**

Date Issued: March 13, 2023

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
3:00 P.M. CST April 6, 2023**

New Braunfels Purchasing Department: Phone: 830-221-4081  
Email: [pmcdonald@newbraunfels.gov](mailto:pmcdonald@newbraunfels.gov)



## SOLICITATION AND OFFER

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

**Solicitation Number: 23-019**

Fiber Optic construction and repair

Invitation for Bid (IFB)  
 Request for Proposal (RFP)

Date Issued: March 13, 2023

### SOLICITATION

Proposers 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 **5:00P.M. CT on March 28, 2023.**

Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), April 6, 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: <a href="mailto:pmcdonald@newbraunfels.gov">pmcdonald@newbraunfels.gov</a> Phone: (830) 221-4081
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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

Proposer 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 and Address of Proposer:	Name and Title of Person Authorized to Sign Offer:  E-Mail Address: Phone Number:
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Signature:	Date:
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Name, Address, Email and Telephone Number  
of Person authorized to conduct negotiations  
on behalf of Proposer.

(Applies to Request for Proposal only)

**SECTION 2  
TABLE OF CONTENTS**

SECTION 1 – SOLICITATION AND OFFER	2
SECTION 2 – TABLE OF CONTENTS	3
SECTION 3 – INSTRUCTIONS FOR RESPONSE	4
SECTION 4 – SPECIFICATIONS/STATEMENT OF WORK	7
SECTION 5 – EVALUATION OF PROPOSALS	11
SECTION 6 – AWARD OF CONTRACT	13
ATTACHMENT A – COMPANY INFORMATION	14
ATTACHMENT B – VENDOR CERTIFICATIONS	15
ATTACHMENT C – EXCEPTIONS AND ALTERNATIVES FORM	17
ATTACHMENT D – COST PROPOSAL FORM	18

**SECTION 3**  
**INSTRUCTIONS FOR RESPONSE**

**3.1 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 Proposers. 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.

(b) Deliver your Proposal, or changes to your Proposal, in **SEALED ENVELOPES OR PACKAGES** identified on outside with Proposer's name and address. Failure to submit Proposal in this manner may subject Proposer 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- 019 Fiber Optic construction and repair  
Proposal Due Date: April 6, 2023, 3:00 PM CT"**

It is the sole responsibility of the Proposer 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 Proposer.

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

(c) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.

**3.2 TERMS AND CONDITIONS**

Terms and Conditions that apply to this solicitation can be found at

<https://www.newbraunfels.gov/DocumentCenter/View/30781/MSA-Template-1923>

**3.3 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.

### 3.3 PROPOSAL CONTENT

Proposers shall limit proposals to 30 pages exclusive of tabs and forms. Each proposal, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Proposer must complete and sign form located on Page 2.
- **TAB 2: Documents:**
  - a. **ATTACHMENTS A, B, & C**
  - b. **Signed Addenda, if applicable**
- **TAB 3: Qualifications, Experience, & 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 4: 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 5: Cost of Goods and Services**
  - The City will evaluate price as an important, but not sole, factor, considering the cost of base services and optional services if applicable.
  - Proposer shall submit the required pricing in the format of the Cost Proposal Form in this solicitation as Attachment A
- **TAB 6: Additional Supporting Documentation**, such as copies of licenses and certifications
- **TAB 7: Deviations from Request for Proposal:**

Reference Attachment C – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

### 3.4 CONTACT FOR QUESTIONS

**All questions concerning this solicitation shall be in writing to: Paige McDonald, Assistant Purchasing Manager, via email [pmcdonald@newbraunfels.gov](mailto:pmcdonald@newbraunfels.gov).** All prospective Proposers 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. 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.

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. Proposers shall be responsible for monitoring the City's website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancellations, 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.

### **3.6 COMPETITIVE PROPOSALS**

Proposals will not be opened publicly to avoid disclosure of contents to competing Proposers 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 Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

### **3.7 PROPOSAL MODIFICATIONS/WITHDRAWALS**

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 submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal.

**HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a proposer to withdraw a Proposal due to a material mistake in the Proposal.

### **3.8 NON-COLLUSION**

Proposers certify that Proposals are made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product/service and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Proposers understand collusive behavior is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**SECTION 4**  
**SPECIFICATION/SCOPE OF WORK**

**4.1 SCOPE OF CONTRACT**

**A. INTRODUCTION**

The City of New Braunfels seeks for one qualified fiber optic contractor to furnish all labor, parts, materials, and supplies as required to install fiber optic cable, along with trouble call response/restoration services for all City of New Braunfels owned fiber optic infrastructure. Construction and restoration components may include:

- Engineering plans and specifications
- Network Documentation

**B. STANDARDS**

- EIA/TIA 455-A, Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and other Fiber Optic Components.
- EIA/TIA-455-25A, Repeated Impact Testing of Fiber Optic Cables and Cable Assemblies.
- EIA-455 28B, Method for Measuring Dynamic Tensile Strength of Optical Fibers
- EIA-455-33A, Fiber Optic Cable Tensile Loading and Bending Test
- EIA-455 34, Interconnection Device Insertion Loss Test
- EIA-455-41, Compressive Loading Resistance of Fiber Optic Cables
- EIA/TIA-455-81A, Compound Flow (Drip) Test for Filled Fiber Optic Cable
- EIA/TIA-455-82B, Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable
- EIA-455 89A, Fiber Optic Cable Jacket Elongation and Tensile Strength
- EIA-455 95, Absolute Optical Power Test for Optical Fibers and Cables
- EIA-455-104, Fiber Optic Cable Cyclic Flexing Test
- EIA/TIA-598, Color Coding of Fiber Optic Cables
- EIA/ANSI-472 Generic Requirement for Optical Fiber and Optical Fiber Cables
- ANSI/ICEA S-87-640
- ANSI/TIA/EIA-526-7: OFSTP-7
- NFPA 262/90A Plenum spaces

**C. APPROVED MATERIAL**

- The City of New Braunfels fiber network is largely Corning, and the City of New Braunfels requires the use of Corning fiber optic cable and parts in delivering the services associated with this opportunity in order to maintain warranty and performance standards.
- All cable (and appurtenant supplies, materials and equipment) purchased for work under the City of New Braunfels contract, shall be new and must include manufacturer warranty. All manufacturers' warranties will be passed on to the City of New Braunfels.
- All outdoor cabling equipment required for utility pole installation, including snowshoes, pole attachments, anchor, and cable lashing material should adhere to local, state, federal utility codes and regulations.

**D. SCOPE**

**1. OVERVIEW**

The work to be requested shall include new fiber construction and installation of fiber optic network cabling, along with trouble call response/restoration services. Construction should include installation and termination of underground, above ground, and aerial

single mode fiber optic cabling located between existing endpoints and future endpoints, as well as full testing of terminated fiber links. Restoration services, to include labor, parts, materials, and supplies.

## **2. SYSTEM DESCRIPTION**

- New installation of outside and inside plant fiber optic cabling and terminations.
- Overlashing of new fiber to existing fiber conductor, owned by City of New Braunfels, New Braunfels Utilities, and New Braunfels Independent School District.
- Installation of guy/anchors assemblies and guy stand cable.
- Installation of snowshoe assemblies/fittings.
- Installation of fiber in existing conduit owned by the City of New Braunfels, New Braunfels Utilities, and New Braunfels Independent School District.
- Installation of conduit required if existing conduit isn't sufficient, or conduit/riser required to reach destination endpoint for new fiber installation.
- Testing and certification of all terminated fibers, including documentation of test results.
- Installation of weatherproof NEMA rated outdoor enclosures, and indoor fiber splicing enclosures.
- Restoration services, include labor, parts, materials, and supplies, for the City of New Braunfels fiber optic network.
- Fiber single-mode segments shall be tested and certified with certified OTDR equipment at 1310nm and 1550nm wavelengths.
- Fiber multi-mode segments shall be tested and certified with certified OTDR equipment at 850nm wavelengths.
- Fiber Splices for new construction and restorations shall have no splice loss greater than 0.05dB.

## **E. CITY OF NEW BRAUNFELS REQUIREMENTS**

The City of New Braunfels will attain the proper permitting for TxDOT highway and UP railroad crossings. The City of New Braunfels will supply the approved permits to the fiber contractor. The fiber contractor must adhere to the crossing permits. All traffic control needed to perform all portions of the permitted work will be the responsibility and be coordinated by the fiber contractor.

The City of New Braunfels provides engineered fiber design plans, digital and hardcopies. The engineered design plans validate route data. The fiber engineered designs are construction ready, providing construction level details including fiber strand counts. The contractor will adhere to the provided fiber engineering plans. The quantities shown on engineering plans are estimated quantitates and based on the plan set and to be used for estimates only. The contractor is responsible for determining actual quantities. The contractor shall be responsible for resolving any perceived discrepancies in the quantities prior to beginning any construction work. Any discrepancies, conflicts or issues must be brought to the attention of the City of New Braunfels staff. Deviations from the engineering plans due to manufacturing requirements or construction limitations shall be made in writing and approved by the City of New Braunfels staff.

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

- Electrical wiring and outlets.
- Data switches, servers, computers, and other active devices.
- Shutdown of any network system necessary for work to be completed.

## F. CONTRACTOR REQUIREMENTS

- All work shall be performed and completed directly by the chosen vendor. No subcontractors.
- Contractor must have a minimum five (5) years of experience installing outside plant fiber optic cabling. The contractor shall be experienced in all aspects of this work and shall be required to demonstrate direct experience.
- Contractor must have performed and completed fiber optic installation and restorations for city municipalities in the last five (5) years.
- The contractor will staff all projects with full time employees of the company that have been properly qualified for each assigned task.
- Fiber contractor must be certified and licensed to work in the aerial utility supply space or the electrical supply zone.
- The firm submitting shall provide documentation to show that they are or can become licensed as a contractor in the City of New Braunfels and Comal County, if needed.
- The firm shall be a certified fiber optic integrator. Provide documentation of your Fiber Optic Certifications. FOA certification preferred.
- Contractor must have an office located within an hour of the City of New Braunfels.
- Provide as-built fiber construction documentation/drawings at the completion of each project and highlight deviations from the original drawings.
- Provide warranty against workmanship and installation errors.
- Provide all project management services required to insure a successful and fully functional fiber optic network between the specified connection points.
- Provide the onsite services of a fiber optic service engineer to validate connectivity of all fiber links. Results of all testing shall be documented in writing.
- Contractor shall contact all underground utilities providers to locate existing infrastructure along proposed fiber route.
- Provide the onsite services of a field technician to demonstrate the New Braunfels IT Department each completed location.
- All underground fiber shall be installed in existing conduit. If existing conduit isn't sufficient, additional conduit will be required during installation.
- All work performed on New Braunfels Utilities utility poles are subject to inspection and approvals by the utilities' company field technicians or engineers.
- Provide fiber optic warning and identification labels. Identifications labels shall include "The City of New Braunfels" and strand count data.
- In addition to the typical warning labels indicating the presence of underground fiber optic cable, each marker pole shall have a note on two sides stating, "48 HOURS BEFORE DIGGING IN THIS VICINITY CALL PHONE", then "www.newbraunfels.gov" on last line.
- All traffic control needed to perform all portions of the permitted work will be the responsibility and be coordinated by the fiber contractor.
- The contractor shall provide a single point of contact to initiate installation and fiber restoration services.
- In the event of an emergency, the City of New Braunfels may require services at off-times. To facilitate prompt response and resolution of emergency fiber restoration incidents, the City of New Braunfels expectations for emergency repair services are as follows: the contractor must be able to initiate emergency fiber optic restoration services within four (4) hours of emergency service notification from the City of New Braunfels.

**G. 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 of New Braunfels, Architect, and others as specified by the City of New Braunfels
- Provide day-to-day direction and on-site supervision of contractor personnel.
- Ensure conformance with all contract provisions.

**H. 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 fiber system.

**I. 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. The City of New Braunfels 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 the City of New Braunfels.

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.
- Restoration - Approved wire, cable, and devices. Neat and uncluttered wire terminations. Acceptable pulling tensions, sidewall pressure, and bending radii have been maintained.
- Sleeves – Proper installation for all penetrations.
- Cutting and Patching – Meets code as to not interfere with structural integrity.
- Cleaning – Work area restored to original state after completion of project.
- Grounding – Meets or exceeds all applicable codes and standards
- Labeling – Conforms to standards and meets requirements of The City of New Braunfels.
- Testing - Proper completion to verify a working system, including documentation of tests performed.

**J. WARRANTY**

- Contractor shall warranty that the communication cabling system shall be installed to conform with ANSI/TIA/EIA specifications, and that the cabling system shall be free from defects in materials and workmanship for the duration of the warranty by the client from date of acceptance. The warranty will not cover materials and workmanship that, once accepted, become defective due to negligence, abuse, or by work performed by others.
- 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, The City of New Braunfels shall be notified, and arrangements made for repair that may include charges to The City of New Braunfels.

**SECTION 5**  
**EVALUATION OF PROPOSALS**

**5.1 SELECTION PROCESS**

It is the intent of the City to make a single award from this solicitation, based on evaluation criteria listed in this solicitation and Proposer's submitted Proposal; however, the City will award in the manner deemed most advantageous to the City.

The City's evaluation team will rank Proposals meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the Proposer's proposal.

The Proposer(s) selected for award will be awarded an Agreement to provide services as specified.

**5.2 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 Proposer. The Proposer 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.

Proposals will be ranked based on the following evaluation criteria:

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

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

**5.3 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 Proposer's past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer'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 Proposer may have with its other clients.

**5.4 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.

**5.5 Additional Information.** At your option, provide in your Qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

## 5.6 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 Owner 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.
- **City Council Approval Required.** The City of New Braunfels City Council may approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.
- **Respondent's Obligation Regarding Evaluation:**
  - **Submission of Information.** Submitters are cautioned that it is each respondents 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.
  - **Submitter Review of RFP.** Submitters 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 respondents' 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.** Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

**SECTION 6**  
**AWARD OF CONTRACT**

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

**6.2. CONTRACT AWARD:** The selection of a Proposer 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 Proposer (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 Proposer will assume responsibility for all services offered in its proposal, whether such services are provided by a subcontractor or joint venture arrangement. The successful Proposer will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Proposer 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 Proposer'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 Proposer.
- 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 Proposer 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, Proposers are cautioned not to state that the Proposer's proposal is subject to the Proposer'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 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 B 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:**

1. 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:**

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

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;
3. 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

4. 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 shall verify that it's 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.  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.

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Company's Name

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Signature, Authorized Representative of Respondent

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Title

**ATTACHMENT C**  
**EXCEPTIONS AND ALTERNATIVES FORM**

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

Proposers 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*

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In the event the Proposer 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, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.*

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(Authorized Signature)

Date

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(Title)

**ATTACHMENT D**  
**COST PROPOSAL FORM**

Unit prices must be all inclusive of all labor, materials, and equipment for the performance of specified services. Include cost of freight to destination(s) shown in the unit price in your bid. Only FOB destination bids will be considered. There shall be **no additional charges** for fuel, insurance, supplies, or any other separate charges.

Description	Price Per
Install, terminate, test, label & document outside plant 24 strand outdoor rated single mode fiber (1000')	
Install, terminate, test, label & document outside plant 48 strand outdoor rated single mode fiber (1000')	
Install, terminate, test, label & document outside plant 96 strand outdoor rated single mode fiber (1000')	
Install, terminate, test, label & document outside plant 192 strand outdoor rated single mode fiber (1000')	
Provide 24 strand outdoor rated single mode fiber (1000')	
Provide 48 strand outdoor rated single mode fiber (1000')	
Provide 96 strand outdoor rated single mode fiber (1000')	
Provide 192 strand outdoor rated single mode fiber (1000')	
Provide Aerial Snowshoe	
Provide Aerial Splice Enclosure	
Provide/Install Wood utility pole	
Provide/Install Composite utility pole	
Provide/Install Steel utility pole	
Pole attachment Install	
Provide, install, terminate, test & document indoor fiber patch panel (12 count)	
Provide, install, terminate, test & document indoor fiber patch panel (24 count)	
Provide, install, terminate, test & document indoor fiber patch panel (48 count)	
Provide/Install PVC conduit/riser (4")	
Trenching machine and trenching (100')	
Restoration labor, identification of damage, and splicing (per hour)	
Trip Charge (each)	
Project Management (per hour)	