

Date Issued: May 5, 2015

Request for Proposal No.: 15-002

The City of Decatur will accept sealed bids for the following material, equipment or services.

Description: Construction/Installation of Fiber Optic Network

Bids must be received before: 2:00 pm May 28, 2015

Return sealed bid to:

Regular Mail

City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier

City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Contractor's License No. (if required)

Telephone

Email

PRICE SHEET

Opening Date: May 28, 2015

Invitation to Bid No.: 15-002

Opening Time: 2:00 pm

See enclosed Table.

Prices quoted in all bids for personal property shall be total delivered price.

A MANDATORY PRE-RFP CONFERENCE WILL BE HELD ON MAY 14 AT 2:00 PM ON THE 7TH FLOOR OF CITY HALL.

- A bid bond **IS** required for this IFB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 180 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

For questions concerning the scope of work contact Brad Phillips at 256-341-4707, bphillips@decatur-al.gov. For questions regarding the bid process or the contents of your bid submission contact Charles Booth at 256-341-4522, cbooth@decatur-al.gov.

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City. The City reserves the right to award parts of this bid or to reject all bid submissions.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City. The City shall give the Contractor 90 days written notice of termination.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

A Bid Bond or a certified check in the amount of five percent (5%) of the price bid, or \$10,000, whichever is least, payable to the City of Decatur, must accompany each bid. Performance Bond and Payment Bond, each in the amount of one-hundred percent (100%) of the bid amount, will be required of the successful Bidder.

An electronic version of this bid is available on the City's website at www.decaturalabamasa.com or by emailing purchasing@decatur-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid bond not included
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20____

Notary Public

My Commission Expires: _____

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)

SPECIFIC TERMS & CONDITIONS

This Request for Proposal (RFP) shall include total turnkey pricing for the project including purchase of the cable and associated connectors as well as installation, in-building terminations, testing and documentation. At a minimum, a vendor should have been in business as a fiber cable installer for a minimum of three years, and meet other requirements explained herein.

The general scopes of services for this RFP include, but are not limited to installing, terminating, testing and documenting fiber optic cable. The successful bidder must follow all applied construction and IEEE standards. The successful bidder will need to provide and install any applicable vaults, fiber optic enclosures, splice boxes, etc. The successful bidder will need to terminate and test the fiber and provide detailed test results and detailed construction drawings as part of the deliverables. Contractor must supply the fiber rack-mountable termination tray enclosures to be mounted on existing racks in each building.

A description of the services offered by your firm and the billing rates for these services in accordance with the requested services as described in the RFP. Your RFP submittal should address your proposed technical approach to furnishing the installation, termination and testing of the fiber optic cable along the proposed route to the City and should address all informational, functional and general requirements of the RFP document.

The RFP submittal should include an itemized cost proposal for the scope of the services and deliverables required by this RFP. At a minimum, the cost proposal will include itemized cost data for cable purchase, all attachment hardware, installation (including some burial), termination and documentation. Any cost not accounted for in these categories that would be part of your solution must be included in your cost proposal.

Payment terms will be negotiated and be based on performance. Under no condition will payments be made prior to delivery of any services or products to be furnished.

The RFP Proposal shall, at a minimum, satisfactorily address the following:

- a. A detailed description of the cost of the fiber cable, installation, termination and all other work associated with the deliverables for this project;
- b. State the cost of any specialized equipment called for in the proposal and the length of time of any warranty on the equipment. Separately state the cost per year of extending the original warranty;
- c. It is anticipated that some proposals will be based on subcontractors. Include the names and addresses of any subcontractors and the portion of your proposal to be assigned to them as part of your cost proposal;
- d. The guaranteed SLA (Service Level Agreement) for uptime and response times;
- e. Respondent's normal hours of operation;
- f. A detailed description of what constitutes an "Emergency Call" and all associated charges;

- g. The policy and procedure for identifying and correcting a Fiber Optic outage;
- h. The hourly rate or trip charges that apply for service calls inside and outside the normal operational hours.
- i. Detail any costs not included in proposal above;

Contractor must provide a minimum of 100MB/s bandwidth between each facility.

Contractor shall provide a written estimate to City and shall not engage in the performance of any additional services unless and until City approval has been received. Contractor shall not be eligible to charge City for standard equipment and tools of the trade which would already be in use in the provision of services under this RFP, but shall be entitled to charge only for the use of specialized equipment called into service specifically for the performance of additional work separately requested.

A MANDATORY PRE-RFP CONFERENCE WILL BE HELD ON MYA 14 AT 2:00 PM ON THE 7TH FLOOR OF CITY HALL.

The following is planned by the City:

Proposed Fiber Network Build out

Phase 1:

From City Hall to County Jail to Depot
 Option 1: connect to County Courthouse
 Option 2: Depot to Turner-Surles
 Option 3: Depot to Old State Bank
 Option 4: City Hall to Annex

Phase 2:

- City Hall to Parks & Rec Maintenance
- Parks & Rec Maintenance to Public Works
- Public Works to Animal Shelter
- Animal Shelter to Wilson Morgan
- Animal Shelter to Flint
- Flint to 911

Provide pricing for all work with the enclosed table.

Notices to proceed will be issued by the City for each project listed. The Contractor shall not perform any work until notice proceed is issued by the City. The Contractor shall give an estimated time to complete the project from the date of notice to proceed. If through no fault of the City, full functionality of proposed solution is not achieved within the project deadline, vendor will reduce total cost of project by 5%, and an additional 5% for each 30 day delay thereafter which is not the fault of the City.

| RFP # 15-002 Proposed Fiber Network Build Out | | | | | |
|---|-------------|----------------|-------------------------------------|------------|-------------------|
| | Linear Feet | Materials Cost | Labor Costs | Other Cost | Total Option Cost |
| Phase 1: | | | | | |
| From City Hall to County Jail to Depot | | | | | |
| Option 1: connect to County Courthouse | | | | | |
| Option 2: Depot to Turner-Surles | | | | | |
| Option 3: Depot to Old State Bank | | | | | |
| Option 4: City Hall to Annex | | | | | |
| Phase 2: | | | | | |
| City Hall to Parks & Rec Maintenance | | | | | |
| Parks & Rec Maintenance to Public Works | | | | | |
| Public Works to Animal Shelter | | | | | |
| Animal Shelter to Wilson Morgan | | | | | |
| Animal Shelter to Flint | | | | | |
| Flint to 911 | | | | | |
| | | | | | |
| VENDOR NAME: | | | Grand Total for all options: | | |