

REQUEST FOR PROPOSAL UNDERGROUND FIBER OPTIC CABLE INSTALLATION

PART I GENERAL

PURPOSE: The City of Angleton, hereinafter "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after "Respondent", to provide (1) the installation proposal and two ~~(2) the services required to provide engineered drawings of proposal and~~ three (3) maintenance program for an underground fiber optic cable system, herein after "System" which the City intends to own. **Services shall be turn-key (Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION) and include but not be limited to the design, trenching, installation, testing, troubleshooting, documentation, and ongoing maintenance and restoration of System.** Respondents shall describe in their proposal their approach and firm, fixed-price bid for constructing the dark fiber optic network as described in this RFP and its associated attachments and appendices and separately describe the maintenance services to maintain the underground fiber optic cable system.

1. **BACKGROUND:** The City of Angleton seeks improved functionality in its network connectivity. With this interest, the City seeks to purchase and install fiber optic cabling between municipal building locations from Bates Park to the Wastewater Treatment Facilities. Respondents are responsible for conducting a site visit and taking measurements of the required cable and conduit to submit the proposal.
2. **ATTACHMENTS:** Attachments A, B, and C are herein made a part of this agreement:

Attachment A – Installation Location Map
Attachment B – Contractor Indemnification
Attachment C – Awarded Bidder Requirements
3. **COST PROPOSALS:** In an effort to meet budget and funding levels, the City requests respondents to provide three cost proposals one (1) the installation proposal and two (2) the services required to provide engineered drawings of proposal and three (3) maintenance program (annual maintenance fee) (see Part IV, Tab 7).

3.1. **ANNUAL MAINTENANCE FEE:** Shall include, but not be limited to, preventative maintenance, repair, outside construction, storm damage, and any other factor that affects the operability, functionality, or reliability with a response for a service call of less than 8 hours.
4. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Jason Crews
Director of Information Technology
Phone Number: (979) 849-4364 x3114

E-mail to:
itdept@angletonpd.net

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended, or alterations accepted prior to bid opening without written approval of the City of Angleton through the City Manager.

5. **RESPONDENT REQUIREMENTS:** The opening of a bid shall not be construed as the City's acceptance of such as qualified and responsive.

5.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.

5.2. Respondents shall maintain staffing levels to provide prompt, efficient service to the City.

5.3. **Insurance Requirements.** The successful bidder shall comply with the insurance requirements listed below:

5.3.1. ~~Comprehensive General Liability Insurance, including contractual Liability that meets the requirements of the State of Texas:~~

~~a. General Liability \$1,000,000 per occurrence minimum.~~

~~b. General Aggregate Limit \$2,000,000.~~

5.3.2. ~~Workers' Compensation/Employers Liability that meets the requirements of the State of Texas:~~

~~a. \$1,000,000 per occurrence minimum.~~

5.3.3. ~~Comprehensive Automobile Liability Insurance:~~

~~a. Personal Injury & Accident \$1,000,000 per occurrence minimum.~~

~~b. Property Damage \$2,000,000 Aggregate Limit.~~

5.3.4. ~~The City of Angleton shall be named as an additional insured to policies listed above on all work performed including the bidder, all contractors, subcontractors, and independent contractors before permitted to begin work.~~

5.3.5. ~~Each insurance policy required above shall include, by endorsement to the policy, a statement that a notice shall be given to the City by certified mail thirty (30) days prior to cancellation or upon any material change in coverage;~~

5.3.6. ~~Complete Worker's Compensating and Employee's Liability Insurance in accordance with the State of Texas laws and regulations shall be maintained for the duration of this contract.~~

5.3.7. ~~A valid certificate or certificates of insurance verifying each of the coverage required above shall be issued directly to the City of Angleton within ten (10)~~

~~business days after award of contract by the successful bidder's insurance agent of record or insurance company. The Certificates of Insurance shall be sent to:~~

~~ATTN: Office of the City Secretary – 2021 Fiber Project
City of Angleton
121 S Velasco St
Angleton, TX 77515~~

~~The failure to provide before beginning work and the failure to maintain the required coverage and valid certificates of insurance evidencing such coverage while the work is in progress shall be cause for termination of this contract by the City.~~

~~5.3.8. The Bidder shall require the same insurance that it is required to carry by the City of Angleton to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain and furnish to the City Certificates of such Insurance before subcontractors and independent contractors are permitted to begin work. All contractors and subcontractors are required to be registered with the City through the Development Services Permitting Department.~~

~~5.3.9. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the City.~~

~~5.3.10. The vendor and all of its subcontractors shall indemnify and hold harmless the City, and shall waive all subrogation against the City.~~

~~5.4. **WARRANTY.** Contractor must warranty all installed cabling and components for a period of twelve (12) months following acceptance by the City.~~

~~5.5. **SUBROGATION.** The Bidder and all subcontractors and independent contractors and their insurers shall waive in writing all rights of subrogation against the City of Angleton and its officers, agents, servants and employees for losses arising from work performed by each on this contract. A copy of such waiver shall be filed with the City before such Bidder and any subcontractor or independent contractor begins work.~~

6. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All bids received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
Quality of the Respondent's services; The extent to which the services meet the City's needs;
Respondent's past relationship with the City; Any relevant criteria specifically listed in the bid.

- 6.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

The City will review each response for bid compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Proposed Fee	25 Points
Proposed Solution	35 Points
Respondent Qualifications	15 Points
Historically Underutilized Business Status	10 Points
References	10 Points
Location Preference	5 Points

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

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

- ~~7.1. The term "agreement" shall mean the executed contract awarded as a result of this bid and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:~~

- ~~8.1.1. bid document, attachments and exhibits;~~
- ~~8.1.2. bid addendums, if applicable;~~
- ~~8.1.3. City's Definitions, Terms and Conditions;~~
- ~~8.1.4. Successful Respondent's submission.~~

- ~~7.2. The initial term of the maintenance agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement shall be renewed each year automatically for an additional twelve (12) month period of time, unless one party terminates such agreement in writing 30 days prior to the expiration of the then current term.~~

- ~~7.3. The City reserves the right to review the Respondents' performance and that of any subcontractor or independent contractor retained by the Respondent at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.~~

- ~~7.4. If the Respondent or any subcontractor or independent contractor retained by the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.~~

- ~~7.5. If the agreement is terminated, for any reason, Respondent shall turn over all material,~~

~~records and deliverables created to date by the Respondent and any subcontractor or independent contractor retained by Respondent within fifteen (15) working days after completion of duties through the termination date.~~

- ~~8. **PRICE INCREASE:** A price increase to the maintenance agreement shall not be permitted during the initial term, and any increase must be submitted in writing thirty (30) days prior to the start of the term.~~
- ~~9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement.~~
- ~~10. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty (30) days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:~~
 - ~~10.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or~~
 - ~~10.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or~~
 - ~~10.3. There is a bona fide dispute between the Vendor and a subcontractor or independent contractor retained by Respondent or between a subcontractor or independent contractor retained by Respondent and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or~~
 - ~~10.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.~~
- ~~11. **NON APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.~~
- ~~12. **GENERAL CONDITIONS:** The work under this contract shall include the furnishing of all labor, tools, and equipment for performing all work required for the installation, termination and testing of fiber optic backbone cabling.~~
- ~~13. **TRAFFIC CONTROL:** When work is required alongside City streets, the Respondent and any~~

~~subcontractor or independent contractor retained by the Respondent shall take adequate precautions to warn motorists of his work and to place flagmen and/or other controls to ensure the continued safe and orderly flow of traffic through the work site. Traffic control patterns and devices shall be erected in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD).~~

14. **RESTORATION OF PUBLIC AND PRIVATE PROPERTY:** ~~All public and private property affected by the work shall be restored to its original condition after the Work is substantially complete. Restoration shall include, but not be limited to, the following: removal of spoils and debris, repair of ruts, and replanting of grass or landscaping. The Contractor and any subcontractor or independent contractor retained by the Contractor shall make a reasonable effort to preserve and replant landscaping removed from within the limits of the City's easements. However, even if after taking prudent care the landscaping cannot be salvaged, the Contractor shall not be obligated to replace same.~~

PART II SCHEDULE

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

- | | |
|--|---------------|
| 1.1. Bid released | June 7, 2021 |
| 1.2. MANDATORY pre-bid meeting and site visit 2:00 PM | June 23, 2021 |
| 1.3. Deadline for questions 2:00 PM and City responses 5:00 PM | June 30, 2021 |
| 1.4. Bids due at or before 2:00 PM | July 7, 2021 |

All questions regarding the bid shall be submitted in writing at or before 2:00 PM on the due date noted above. Questions shall be submitted to the City contact named herein. Responses

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **MANDATORY PRE-BID MEETING:** A **MANDATORY** pre-bid meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-bid meeting and site visit will be conducted on:

June 23, 2021, at 2:00 PM
City of Angleton - Service Center
901 S Velasco St
Angleton, TX 77515

- 2.1. The City considers this pre-bid meeting and site visit mandatory.
- 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this bid.
- 2.3. Respondent shall be responsible for obtaining any and all project measurements for material requirements and costing.
- 2.4. Vendor attendance will be documented at the pre-bid meeting. Any respondent that submits a response that does not attend the meeting will be disqualified.
3. **BID UPDATES:** Respondents shall be responsible for monitoring the City's website (homepage) at <http://www.angleton.tx.us> for any updates pertaining to the bid described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **2:00 PM**, on the date noted above (1.5. within Bid Schedule) to the City Secretary's Office. Mail or carry sealed responses to:

FedEx, UPS, Hand Deliver, Mail, or E-mail to:
ATTN: Office of the City Secretary – 2021 Fiber Project
City of Angleton
121 S Velasco St
Angleton, TX 77515

E-mail to both:
itdept@angletonpd.net
faguilar@angleton.tx.us

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

5. **POST AWARD MEETING:** The City and Awarded Bidder shall have a post-award meeting to discuss, but not be limited to the following:

5.1. Identify specific milestones, goals, and strategies to meet objectives.

6. **COSTS INCURRED:** The issuance of a bid shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said bid. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III SPECIFICATIONS

1. **SCOPE:** The City seeks the installation and maintenance services for an underground (conduit) fiber optic cable system. Services shall be turn-key and include but not be limited to the design, trenching, installation, connection, testing, trouble-shooting, documentation, and on-going maintenance and restoration of the System.
2. **START DATE:** Successful Respondent shall begin work upon execution of agreement after July 13th, 2021.
3. **CONNECTIVITY:** Once installed, City will be responsible for network switching and fiber transceivers to connect each site.
4. **FIBER OPTIC CABLING SPECIFICATIONS:** Attachment A is herein included to indicate those areas of existing and proposed fiber. Successful Respondent shall provide and install fiber to the indicated demarcations where noted. Fiber cabling shall provide the following:
 - 4.1. Meet or exceed the Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) specifications and International Telecommunication Union (ITU) requirements;
 - 4.2. All fibers will consist of an FC/PC termination including termination boxes at each location;
 - 4.3. Network or "Backbone" fiber and lateral fiber shall be:
 - 4.3.1. Loose tube cable design;
 - 4.3.2. Dielectric central strength member;
 - 4.3.3. SMF – 96 single mode or better;
 - 4.3.4. 12 fibers per buffer tube;
 - 4.3.5. Maximum Attenuation: 0.4 dB/km / 0.4dB/km / 0.3 dB/km;
 - 4.3.6. Wavelengths: 1310 nm / 1383 nm / 1550 nm.
 - 4.4. 96 F, Single mode (OS2) fiber shall be installed as indicated in Attachment A.
 - 4.5. Installation shall include all materials, components and accessories.
5. **TESTING AND ACCEPTANCE:** Once installed, the successful Respondent shall test System and provide report to City. City shall have thirty (30) days to test System and shall notify successful Respondent of non-working areas.
 - 5.1. Successful Respondent shall provide as-built drawings of System as part of the delivery of final project upon City acceptance of System.
6. **MAINTENANCE SERVICES:** During the term of the resulting agreement, successful Respondent shall provide all maintenance and support services to ensure the operation of the fiber system, including, without limitation, routine and ordinary maintenance and support services, emergency restoration services and all other maintenance services.

- 6.1. City seeks restorative services of fiber system within eight (8) hours of outage notification from City.
7. **PRICE PROPOSAL:** Price proposal shall be all inclusive of fiber installation and provide an annual maintenance cost. Maintenance shall be priced on an annual and recurring basis. No additional fees shall be permitted.
8. ~~**INSTALLATION SCHEDULE:** Installation shall be coordinated with and approved by the City of Angleton's Technology representative. Any required traffic control during installation shall be the responsibility of successful Respondent.~~

PART IV RESPONSE REQUIREMENTS

1. **BID SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title page, index/table of contents, work sample attachments (on Flash Drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

City requests that the Respondent submit **one (1) original signed paper copy and two (2) copies** of its Response.

In addition, the Respondent shall submit one (1) Flash Drive, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, and XLS). A complete copy of the Response includes all documents required by this bid. **Failure to provide a Flash Drive may result in disqualification for award.**

If supplemental materials are included with the Response, each Flash Drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. **Title Page** (1 page) – Show the bid title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1:

- 1.2. **Letter of Transmittal** (1 page) – Identify the services for which the bid has been prepared.

- 1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the bid shall be clearly shown immediately below the signature.

TAB #2:

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3:

1.4. Firm Experience – Provide detailed information on the firm and proposed project staff.

1.4.1. Respondent shall provide information as to qualifications of firm and identify the Project Manager.

1.4.2. Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations that are of a similar scope and size that have utilized similar services from your organization, within the last five (5) years. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

1.4.3. Identify all applicable licenses currently held by firm.

TAB #4:

1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history and relevant capabilities of the firm.

TAB #5:

1.6. Proposed Solution and Work Plan – Respondent shall provide the plan and specifications for the proposed System solution. Drawings and schematics are encouraged as is a specification list for all proposed materials. Respondent may highlight any additional services that are offered with the proposal submission.

TAB #6:

1.7. Project Timeline – Respondent shall provide estimated installation timeline.

TAB #7:

1.8. Cost Proposal – Respondent shall include four (3) fee proposals to provide services as described herein.

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

1.8.2. Cost Proposal #2 shall provide for services required to provide engineered drawings of Proposal #1 as specified in Attachment A.

1.8.3. Cost Proposal #3 shall provide annual maintenance fee as outlined herein.

PART V

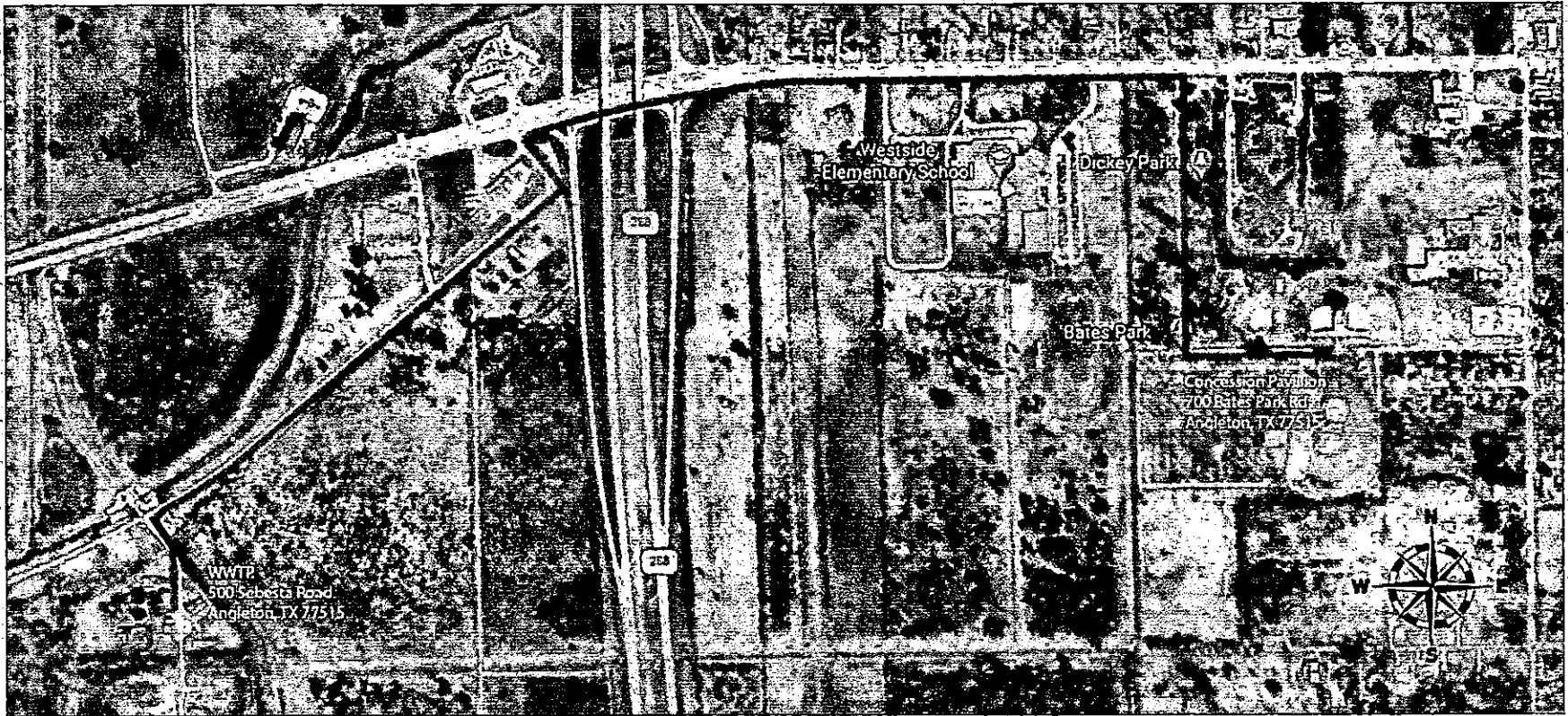
1. CONFIDENTIALITY OF CONTENT: All documents submitted in response to a bid shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

1.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

1.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. ETHICS AND DISCLOSURE STATEMENTS: The City requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below.

Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.



APPENDIX B CONTRACTOR INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the City of Angleton and its officers, agents and/or employees against any and all claims, demands, damages, losses judgments, costs, worker's compensation payments, litigation expenses and counsel fees arising from injuries to the person (including death) or damage to property alleged to have been sustained by:

- a. officials, officers, agents and/or employees of the City of Angleton or;
- b. the Contractor, his subcontractors, any independent contractor retained by Contractor or materialmen or;
- c. any other person, whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the Contractor or his subcontractor, any independent contractor retained by Contractor or materialmen by reason of his or their use of faulty defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the City of Angleton for damage to property of the City of Angleton caused by the Contractor, or his employees, agents, subcontractors, independent contractors retained by the Contractor or materialmen or by faulty, defective or unsuitable material or equipment used by him or them.

Sec. 271.904. ENGINEERING OR ARCHITECTURAL SERVICES CONTRACTS:
INDEMNIFICATION LIMITATIONS; DUTIES OF ENGINEER OR ARCHITECT

STATE OF TEXAS:
COUNTY OF BRAZORIA

Muraca Fiber & Telecommunications

Contractor

Stefanie Pope

Signature:

7-7-2021

Date

Stefanie Pope

Name

1246 CR 6479

Street

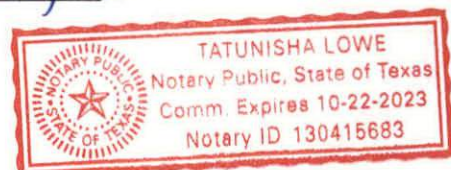
Dayton, TX 77535

City/State Zip

Subscribed and Sworn to before me on this 7th day of July 2021

Tatunisha Lowe

Notary Public



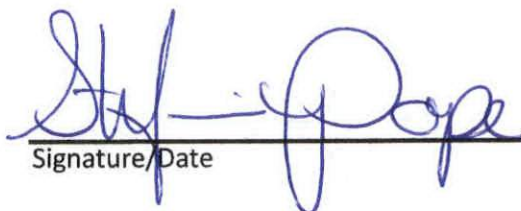
APPENDIX C

AWARDED BIDDER REQUIREMENTS

The awarded Bidder shall:

1. Attend the mandatory pre-construction meeting and site visit at Angleton City Hall on **May 10, 2021 at 2:00 PM**, meeting with representatives of the City to exchange information and agree on details of equipment arrangements and installation interfaces for the cabling project.
2. Have sufficient resources to complete the Project within the allotted time frame.
3. Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the fiber optic cabling system installed at all City Facilities.
4. Furnish, install, and terminate all fiber strands at each location according to the Product and Services Specifications.
5. Install all fiber optic cable in accordance with the Product and Services Specifications and/or manufacturer's recommendations and best industry practices.
6. Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system. Sample labels must be approved by the City.
7. Test (100%) all cables and termination hardware for defects in installation and to verify cable performance under installed conditions. Testing procedures should be included in proposal documentation.
8. Documentation of testing and footage of each cabling run in proposal documentation.
9. Final payment will be withheld until the City has receipt of paper documentation of the testing.
10. Pull any and all City and TXDOT permits if needed.
11. Comply with all local and state building codes.
12. Abide by, and be responsible, adhering to, all electrical and fire code regulations.
13. Complete Appendix B, C, and D
14. Plan fiber path and submit engineered plans which must be approved by the City.
15. Provide as-built diagram showing all jack numbers, pull boxes, cable paths, etc.

I have read the following and agree to the terms:

 7-7-21

Signature/Date

Appendix D – Form 1295 Certificate of Interested Parties

<http://www.co.concho.tx.us/upload/page/6128/docs/1295.pdf>

RFP ADDENDUM #1
Date of Addendum: June 21, 2021

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

APPENDIX C - AWARDED BIDDER REQUIREMENTS

Appendix C - Awarded Bidder Requirements has been changed as noted herein.

Item	Section	Description of Change
1	Awarded Bidder Requirements	<p>Correct the mandatory site visit location and date to reflect the date and location:</p> <p>"1. Attend the mandatory pre-construction meeting and site visit at City of Angleton - Service Center (901 S Velasco St, Angleton TX 77515) on June 23, 2021 at 2:00 PM, meeting with representatives of the City to exchange information and agree on details of equipment arrangements and installation interfaces for the cabling project.."</p>

RFP ADDENDUM #2
Date of Addendum: June 30, 2021

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

RFP Changes - PART III - Specifications

PART III – Specifications have changed, as noted herein.

Item	Section	Description of Change
4.2	FIBER OPTIC CABLING SPECIFICATIONS:	Changes the first sentence, which changes the termination recommendations and requirements to read: All fibers will be terminated with LC/PC termination in wall-mounted Corning, or equivalent, termination boxes at each location;
4.4	Attachment A	The following language has been added to page 13 (Map) : Attachment A
6.1	MAINTENANC E SERVICES	Changes the language to read: City seeks a response within eight (8) hours of outage notification, and restorative services of the fiber system within twenty-four (24) hours.

2.0 – QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP Changes section of this Addendum.

Item	Questions and Answers
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2.1	<p><u>Question:</u> Are there existing handholes to be used?</p>
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	<p><u>Answer:</u> There are no existing handholes along the route. All handholes and vaults will be new construction included in your bid.</p>
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2.2	<p><u>Question:</u> Are there specifications for the pipe, handholds, and vaults?</p>
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	<p><u>Answer:</u> There are no specifications for pipe, handholds, and vaults, but industry best practices should be followed.</p>
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2.3	<p><u>Question:</u> Is there a specific patch panel required at the end of each run?</p>
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	<p><u>Answer:</u> Corning or equivalent wall mount patch panels with LC/PC connectors. This answer changes Part III – Specifications section 4.2 of the RFP from FC/PC connectors to LC/PC connectors.</p>
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2.4	<p><u>Question:</u> Is Advanced Fiber required for this project?</p>
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	<p><u>Answer:</u> Fiber that falls within the Spec's listed in the RFP Part III Specifications satisfies the City's requirements.</p>
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2.5	<p><u>Question:</u> What is 1383nm wavelength, as noted in section 4.3.6?</p>
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	<p><u>Answer:</u> The 1383 nm wavelength falls within the bandwidth for Single-Mode Fiber. At 1383 nm, some fiber is not usable due to the inherent attenuation characteristics caused by hydrogen and hydroxide ions that enter the cable during the manufacturing process, the "water peak". Each cable has a water peak characterization with varying attenuation levels within the 1383nm and other wavelengths. While the City does not currently use anything in the 1383nm wavelength, a higher-grade cable with lower attenuation levels across the spectrum is required.</p>
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2.0 – QUESTIONS AND ANSWERS - CONTINUED	
Item	Questions and Answers
2.6	<p><u>Question:</u> What permits are required by the City?</p> <p><u>Answer:</u> The City requires a Right-Of-Way Permit. Requirements for the Right-Of-Way Permit are available on the City website at http://angleton.tx.us</p>
2.7	<p><u>Question:</u> Can we use an alternative route other than that specified by the map on page 13 of the RFP?</p> <p><u>Answer:</u> No</p>
2.8	<p><u>Question:</u> Is there a deadline for the project?</p> <p><u>Answer:</u> The current deadline is September 30, 2021. The City understands that TXDOT permitting could cause project delays and may adjust the deadline accordingly.</p>
2.9	<p><u>Question:</u> Will the City do a locate on the existing fiber?</p> <p><u>Answer:</u> No. The contractor awarded the project will be responsible for all the locating necessary to complete the job per City, State, and Government codes. Including locating any private utilities and the City's existing fiber where necessary.</p>



RFP for Underground Fiber Optic Cable Installation

Muraca Fiber & Telecommunications

P.O. Box 87 Dayton, T.X. 77535

Dwayne Pope – Project Manager (936)346-0024

Stefanie Pope – Account Manager (936)776-7633



Muraca Fiber & Telecommunications understands that the city of Angleton is trying to construct a conduit / fiber optic path, from the waste treatment to dickey park concession. We will manage and construct the project start to finish. Turnkey from engineering permitting and design, to construction splicing and testing. Muraca fiber has worked on other fiber project for city of Angleton in the past and knows exactly what they are looking for.

Dwayne Pope – Project Manager

P.O. Box 87 Dayton, TX 77535

(936)346-0024

dpope@muracafiber.com

X 

Stefanie Pope, President



- Page 1 – Title Page
- Page 2 – Letter of Transmittal – Tab number 1
- Page 3- Table of Content – Tab number 2
- Page 4 – Firm Experience – Tab number 3
- Page 5 – Available Resources – Tab number 4
- Page 6 – Proposed solution workplan – Tab number 5
- Page 7 – Project timeline – Tab number 6
- Page 8 – 10 – Cost Proposal – Tab number 7



We are a family owned and operated communications construction company with over 20 years of experience in new construction and emergency restoration. Muraca Fiber is a "Turnkey" prime contractor with capabilities to handle large and small projects and a commitment to quality and safety that surpasses expectations. Our goal is to perform high priority projects with a minimal impact to property and the environment.

Muraca Fiber is HUB certified and a member of the Texas Woman's Business Association. We strive to work safely and efficiently while meeting or beating our deadlines. We have an outstanding record with zero reportable accidents through OSHA.

Dwayne Pope- Project Manager- (936)346-0024

City of Anahuac – City Administrator- Kenneth Kathan – (409)267-6681 k.kathan@anahuac.us

Project Scope: 12 miles of fiber to the home

City of Clute – Mike Waguespack – (979)265-9653 mwaguespack@ci.clute.tx.us

Project Scope: Built approx. 5 miles of fiber for the City of Clute emergency system.

Rice University – Eric Withaar – (281)222-2816 ew25@rice.edu

Project Scope: Built 3 miles of 432ct fiber hubs to four different hubs.



Muraca Fiber & Telecommunications has been in business for 11 years. We staff approximately 10 employees and 3 subcontractors. Muraca Fiber & Telecommunications was started by Stefanie & Dwayne Pope, October of 2010. Dwayne Pope has more than 23 years' experience in the utility and fiber optic construction industry. We are capable taking on any size projects. We have done projects ranging from \$800.00 - \$650,000.00.



Muraca Fiber & Telecommunications will start by engineering & permitting the TX Dot section of the construction. All locates will be called in and the city will be notified of location for water and sewer. Once TX Dot has approved the crossing at 288 constructions of the underground path should start immediately.

- Conduit SDR 13.5 HDPE
- Quazite Handhole 24"x36"x24"
- All splicing material and panels corning brand.
- 96ct Fiber



- TX Dot Permit Filed within 7 Days of Approval from the City of Angleton
- TX Dot permit approval 30-45 Days
- Upon TX Dot Approval construction with start within 7 days
- Construction and fiber installation 14-21 days
- Once fiber is in place in both ends, splicing and testing will be complete within 7 days.
- Red lines of design and test results will be submitted within 7 days of completion.



Muraca Fiber & Telecommunications
 PO Box 87
 Dayton, TX 77535 US
 mft@muracafiber.com

Estimate

ADDRESS

Jason Crews
 104 Cannan Dr.
 Tx
 Angerton, TX 77515

ESTIMATE # 4114

DATE 07/06/2021

JOB NAME

RFP- FIBER LINES 6-02-2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
DB	DIRECTIONAL BORING 1 1.25	8,200	8.54	70,028.00
PF	PLACE FIBER 96 COUNT	9,200	0.55	5,060.00
SHH	SET HAND HOLE	8.50	300.00	2,550.00
MATERIAL	MATERIAL COST / SDR 13.5 HDPE	8,200	0.58	4,756.00
MATERIAL	MATERIAL COST / FIBER 96 CT	10,000	0.82	8,200.00
MATERIAL	MATERIAL COST / HH'S	9	560.00	5,040.00
MATERIAL	MATERIAL COST / WALL MOUNT PANELS CORNING	2	275.00	550.00
MATERIAL	MATERIAL COST / PRETERMINATED CASSETE CORNING	2	545.00	1,090.00
FS	FIBER SPLICE / FUSION SPLICE \$ TEST	1	1,500.00	1,500.00
BP	BUILDING PENETRATIONS	2	1,400.00	2,800.00

RFP- FIBER LINES 6-02-2021 (CONSTRUCTION)

TOTAL

\$101,574.00



Muraca Fiber & Telecommunications
PO Box 87
Dayton, TX 77535 US
mft@muracafiber.com

Estimate

ADDRESS

David Steves
104 Cannan Dr.
Tx
Angleton, TX 77515

ESTIMATE # 4115

DATE 07/06/2021

JOB NAME

RFP- FIBER LINES 6-02-2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
PLA	Engineering Plans and Permits	1	8,500.00	8,500.00
RFP- FIBER LINES 6-02-2021 (ENGINEERING) TOTAL				\$8,500.00

Accepted By

Accepted Date



Muraca Fiber & Telecommunications
 PO Box 87
 Dayton, TX 77535 US
 mft@muracafiber.com

Estimate

ADDRESS

David Steves
 104 Cannan Dr.
 Tx
 Angelton, TX 77515

ESTIMATE # 4116

DATE 07/06/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
TKP	MAINTENANCE FEE (ANNUALY)	1	3,500.00	3,500.00

RFP: FIBER LINES 6-02-2021 (Maintenance)

TOTAL

\$3,500.00

This fee is for the following. For this fee we will ride out the constructed area and check for HH's make sure they have not been covered up and will open them and make sure nothing inside has been messed with. We will also make sure to keep the material in stock incase of an outage. However emergency restoration is based on time and material. City of Angelton can reach us at anytime in the next 5 years and we will respond day or night to any outage. Cost will be based upon time spent on the outage and material used. Maintenance also does not include any unfor seen projects such as road widenings and things of that nature.

Accepted By

Accepted Date



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1273692627500
File/Vendor Number: 466722
Approval Date: 20-NOV-2018
Scheduled Expiration Date: 20-NOV-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

MURACA FIBER & TELECOMMUNICATIONS

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 23-NOV-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Porter Insurance Agency P. O. Box 1710 Porter, Texas 77365	CONTACT NAME: Shane Harper PHONE: 281-354-3279 FAX: 281-354-8607 E-MAIL: stephanie@porterins.net ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Colony Insurance Company	
INSURER B: Infinity County Mutual Insurance Company	
INSURER C: Evanston Insurance Company	
INSURER D: National Liability & Fire Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	600GL019849100	4/28/21	4/28/22	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	542860064018001	04/21/21	04/21/22	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	EZXS3049391	4/28/21	4/28/22	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A9WC274748	4/29/21	4/29/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Angleton 121 S Velasco St Angleton, TX 77515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Muraca Fiber & Telecommunications, Dayton, TX United States	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Angelton	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Underground Fiber Optic Cable Installation

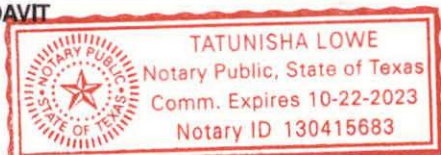
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Stefanie Pope
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Stefanie Pope, this the 7th day of July, 20 21, to certify which, witness my hand and seal of office.

Tatunisha Lowe
Signature of officer administering oath

Tatunisha Lowe
Printed name of officer administering oath

Notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY