

**SANGER TEXAS REQUEST FOR PROPOSAL
BROADBAND EXPANSION
RFP-2023-04**



SANGER TEXAS REQUEST FOR PROPOSAL PACKET

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SECTION I: NOTICE TO RESPONDENTS



LEGAL NOTICE TO RESPONDENT

The City of Sanger will receive sealed responses until **12:00 P.M., JUNE 6, 2023** for Citywide Broadband Coverage Enhancement. Sealed responses must be addressed to the City Manager, City of Sanger 502 Elm Street, Sanger, Texas 76266. No electronic responses will be accepted. Sealed responses must be in the office of the City Secretary on or before **12:00 P.M., JUNE 6, 2023** in an envelope plainly marked “Response to RFP-2023-04 – Broadband Expansion”. Responses will be opened by the City Secretary, at **2:00 P.M., JUNE 6, 2023** at City Hall, 502 Elm Street, Sanger, TX 76266. The City of Sanger shall evaluate the responses based on all factors described herein. The City of Sanger reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, and accept the response or portions of the response determined to be of the best value to the City of Sanger. Following applicable local, state, and federal procurement regulations, the Contract will be awarded to the Respondent who provides the best value to the City of Sanger.

SECTION II:

TERMS AND CONDITIONS

THE CITY OF SANGER, TEXAS TERMS AND CONDITIONS

1. Responses must give full company name and address of the Respondent. Failure to manually sign response will disqualify response.
2. All Respondents must complete the “Conflict of Interest Questionnaire”. Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a city complete the questionnaire. It must be filed with the City of Sanger City Secretary. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that The City of Sanger, Texas reserves the right to accept or reject any and/or all Responses for any or all products and/or services covered in a Request for Proposal and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of The City of Sanger.
4. All responses shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the response and name. A hard copy paper form submittal shall be signed by a person having the authority to bind the firm in a contract. Submittals shall be mailed, or hand delivered to the City of Sanger Secretary.
5. Sealed responses will be opened on the date set forth in the Notice to Respondent and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a respondent regarding any part of the response must be requested in writing from the Auditor’s Office not less than five (5) business days before response closing. Interpretations, corrections, or changes to the response made in any other manner are not binding upon the City, and respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to jnoblitt@sangertexas.org. Any written information given to one respondent concerning a response will be furnished as an addendum to all respondents who have been issued a response.
7. Responses may be withdrawn before the due date for submission. Written notice of withdrawal shall be provided to the City Secretary’s in hard copy. No response may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Sanger.
8. The requirement to furnish a Response Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Response Specifications.
9. If ownership of your firm should change during the term of this contract, the City of Sanger must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the City Secretary. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
10. The City of Sanger is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
11. Respondents are responsible for including all pertinent product data in the returned response package. Literature, brochures, data sheets, specification information, completed forms requested as part of the response package and any other facts which may affect the evaluation and subsequent contract award

should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the response, must also be in the returned response package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Response.

12. The response will be awarded based upon the criteria set forth in this Request and in the best interest of the City of Sanger. Contracts may be awarded to more than one respondent if it is in the best interest of the City of Sanger.
13. All respondents will comply with all Federal, State, and local laws relative to conducting business in the City of Sanger including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this response, its award, and any contract entered into.
14. The successful respondent agrees, by entering into this contract, to defend, indemnify and hold the City of Sanger harmless from any and all courses of action of claims of damages arising out of or related to respondent's performance under this contract.
15. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the City of Sanger.
16. Successful Respondent shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to the City of Sanger, Accounts Payable, 502 Elm Street, Texas 76266.
17. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the response invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
18. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the Buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
19. Respondent and respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the City of Sanger as an indirect party to any suit arising out of personal or property damages resulting from respondent's performance under this agreement.
20. ***Insurance.*** The successful Respondent shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee

iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage

General Aggregate Limit:	\$1,000,000
ii. Personal & Advertising Injury Limit	\$500,000
iii. Each Occurrence Limit	\$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

i. Bodily Injury & Property Damage Combined Single Limit:	\$1,000,000
ii. Medical Payments:	\$ 5,000 Per Person
iii. Uninsured/Underinsured Motorist	\$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City Secretary. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

21. *Performance and Payment Bond.* Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, a respondent must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state. Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract. The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract.** The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas.
22. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City Manager for the City of Sanger. authorized to do so by the Sanger City Council. Addenda will be mailed to all who are known to have received a copy of the specifications. Respondents shall acknowledge receipt of all addenda.

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the response conditions and specifications and I hereby accept the provisions of the terms and conditions included in the response specifications.

Respectfully submitted:

Legal Name of Respondent

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence)	City	State	Zip Code
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Complete Remittance Address (if different from above)	City	State	Zip Code
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Telephone Number	Fax Number
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Authorized Representative's Email Address

Federal ID Number (Respondent or Corporation) or Social Security Number (Individual)

The City of Sanger does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

**SECTION III:
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE USE
ONLY**

Date Received

1. Name of person doing business with local governmental entity.

2.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

For vendor or other person doing business with local governmental entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

SECTION IV:
SPECIFICATIONS AND CONDITIONS FOR RESPONSE

THE CITY OF SANGER, TEXAS
SPECIFICATIONS AND CONDITIONS FOR RESPONSE

PROPOSAL CONTENT: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Request for Proposal. The Respondent's proposal should include all of the information that the Respondent considers pertinent to its qualifications for the project, and which respond to the Scope of Work contained herein. The proposal should, at a minimum, include:

1. The Respondent's headquarters, nearest offices, applicable phone, facsimile numbers, email addresses of designated points of contact, and any other pertinent information relative to the size and organizational structure of the Respondent's company.
2. A brief narrative of the Respondent's history as an organization, including any previous names and/or acquisitions
3. A written narrative describing the Respondent's intention to provide services in response to the requirements contained herein. It must be clear from the proposal that the Respondent has adequate personnel, knowledge, and capabilities to satisfy the stated needs. The narrative should clearly identify any proposed services the Respondent believes could be productive for achieving the City's goals for this project. Further, the narrative should also include any proposed funding strategies for the implementation of the proposed solution(s).
4. The Respondent's availability for the commencement of work for this project and a detailed timeline for the implementation of proposed solutions.
5. The itemized costs for any products, solutions, equipment, installations, or other anticipated expenses, where possible.
6. Three (3) references including a point of contact, position within the organization, the organization name, phone number, email address, and a description of the project or service performed for the organization. Preference will be given to local government organizations, but other entities may be submitted as references as appropriate.

PROPOSALS REQUESTED:

The City of Sanger is seeking TWO (2) proposals from qualified firms to enhance upon existing infrastructure and capacity for connectivity, and short and long-term implementation strategies for an improved broadband network in The City of Sanger. Respondents may respond to either or both of the TWO (2) proposals requests. To the extent that improvements can be broken down by geographical areas, please indicate as such.

Proposal Request A: Assuming a city-match at the following levels: \$250,000, \$500,000, \$1,000,000, provide a tactical specified plan for serving current UNSERVED households. Explain and detail the plan, methodology and timing, at each funding level.

Proposal Request B: Assuming a city-match at the following levels: \$250,000, \$500,000, \$1,000,000, provide a tactical specified plan for serving current UNDERSERVED households. Explain and detail the plan, methodology and timing, at each funding level.

Definitions: **UNSERVED households** mean those households who do not currently have access to reliable broadband speeds of at least 25/3 megabits per second (Mbps). **UNDERSERVED households** mean those households who do not currently have access to reliable broadband speeds of at least 100/20 Mbps.

LIST OF EXCEPTIONS: The Respondent shall attach to the response a list of any exceptions to the specifications or requirements, on a point-by-point basis.

ANTICIPATED TERM OF CONTRACT: The anticipated term for the proposed contract is for the duration of the project unless otherwise stated.

EVALUATION AND CRITERIA: The Respondent selected will be the Respondent whose qualifications and proposal, as presented in the response to the Request for Proposal, represent the best value to the City of Sanger. Submissions may be evaluated by the City of Sanger and/or Staff. The criteria for evaluation and selection of the successful Respondent(s) for this award will be based on factors listed herein. Following the initial review and screening of all proposals, one or more Respondents may be invited to participate in an oral interview or presentation of their proposal. These interviews or presentations provide an opportunity for the City of Sanger staff to ask additional questions and the Respondent to clarify the proposal to ensure material understanding. Thereafter, staff will make a recommendation regarding an award of Contract to The City of Sanger City Council who will make the final decision. However, the City reserves the right to recommend the award of a Contract without conducting interviews. In determining whether and to whom to award a contract, the City of Sanger will base its selection on a point system to evaluate the responses and will consider the following:

SELECTION CRITERIA WEIGHTED VALUE: Each of the TWO (2) proposal requests above will independently be scored at each funding level based upon the following criteria and possible points.

Expanding Service to Requested Households	500
Ability to increase service to unserved/underserved households at funding level	
Resiliency of Proposed Deployment	200
Reliability and capacity to handle expanded service area	
Reputation, Stability, and References of the responding entity	200
Partnership Exploration	100
Leveraging partnerships with existing infrastructure providers	
Total Points Possible	1000

Respondents shall include with the proposal all information and qualifications to allow the staff of City of Sanger to evaluate the proposal in accordance with this section and the evaluation criteria listed here. The City of Sanger reserves the right to request additional post-proposal information from any or all Respondents to assist in evaluating the proposal based on the selection criteria. The City of Sanger reserves the right to reject any or all proposals. The City of Sanger reserves the right to waive any or all irregularities in proposals.

AWARD OF CONTRACT: The successful Respondent shall enter into an Agreement with The City of Sanger, subject to negotiations. The responses to this Request for Proposal may be shared with other entities seeking a similar project. Redacted or confidential information will only be shared with the express written permission of the Respondent. **The Proposed Contact is attached this RFP as Exhibit A.**

RIGHT TO REJECT/AWARD: The City of Sanger reserves the right to reject any or all responses, to waive any or all formalities or technicalities, and to make such awards of a contract to the Respondent of best value. City may, by written notice to the Respondent, reject any solicitation after it is determined by the City of Sanger that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to an officer, employee, or member of the governing body to secure a contract or to secure favorable treatment with respect to the award or amendment of the Request for Proposal.

RESTRICTIONS ON COMMUNICATION: Other than formal avenues outline above, Respondent(s) are prohibited from communicating with: 1) the City of Sanger City Council regarding the Request for Proposal or proposals from the time the Request for Proposal has been released until the contract is posted as an agenda item, and 2) City employees from the time the Request for Proposal has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the Request for Proposal or proposal submitted by Respondent. Violation of this provision by Respondent or its agent may lead to disqualification of Respondent’s proposal from consideration.

SOLICITATION COSTS: Issuance of this Request for Proposal does not commit the City of Sanger, in any way, to pay any costs incurred in the preparation and submission of a response. All costs related to the preparation and submission of this Request for Proposal shall be borne by the Respondent.

EQUAL EMPLOYMENT OPPORTUNITY: Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws. **INDEPENDENT CONTRACTOR** It is expressly understood and agreed by both parties hereto that the City of Sanger is contracting with the successful Respondent as an independent contractor. The parties hereto understand and agree that the City of Sanger shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind The City of Sanger. Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of The City of Sanger. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent on contract. The City of Sanger shall have the right of inspection of said undertakings at any time.

WARRANTIES: Respondents shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. The Respondent shall warrant that any equipment furnished, or work performed shall be free from defects in design, materials, workmanship, and will give successful service under the specified operating conditions. Furthermore, the Respondent agrees, upon notice from the City of Sanger to make good all defects in design, materials, or performance developing in the materials or equipment under its intended use for at least twelve (12) months from the date of installation and initial operation, or the manufacturer’s warranty whichever is a greater length of time. If the equipment must be returned to the factory under warranty, the Respondent shall be responsible for delivery charges both to and from the factory.

INDEMNIFICATION TO THE FULLEST EXTENT PERMITTED BY LAW, THE RESPONDENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF SANGER AND EACH COMMISSIONERS COURT MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (THE CITY OF SANGER AND ANY SUCH PERSON BEING HEREIN CALLED AN “INDEMNIFIED PARTY”), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) TO WHICH ANY

SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER (“CLAIMS”), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY THE RESPONDENT, ITS OFFICERS, EMPLOYEES, 10 AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

CONFIDENTIAL INFORMATION: Any information deemed to be confidential or proprietary by the respondent should be clearly annotated on the pages where confidential or proprietary information is contained. The City of Sanger cannot guarantee that it will not be required to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential or proprietary by the responder may not be confidential or proprietary under Texas Law, or pursuant to a Court order. If the Respondent has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the City Manager or his designee shall examine the request in the submission to determine its validity. If the information so identified is determined to meet the exceptions of the Public Information Act, the City of Sanger will make all reasonable efforts to withhold such material from public disclosure, including forwarding the information to the Attorney General for decisions related to any written requests for information. The decision about whether the information is protected by an exemption of the Public Information Act will be final. Information contained in proposals not awarded a contract is not open to public inspection until award and will not be revealed to other Respondents until after award of the contract. According to SB 943, The City of Sanger must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; the identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor’s performance on the contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for nonperformance, must generally be released under the Public Information Act. Should the successful Respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful Respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances, and regulations of The City of Sanger, and any applicable federal laws and regulations relating to confidentiality.

JURISDICTION AND VENUE: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any or all obligations and payments are due and performable and payable in The City of Sanger, Texas. The parties agree that the exclusive venue for purposes of any or all lawsuits, cause of action, arbitration, or any other dispute(s) shall be in Denton County, Texas.

SECTION VI: HB1295/W-9

1. The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by municipalities to have a notarized ethics statement submitted to the City. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please submit your completed and notarized form with your response packet.

2. Please submits a copy of a W-9 for your company with your response packet.

SECTION VII: VERIFICATION

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above:**

1. Shall not boycott Israel at any time while providing products or services to the City. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
2. Shall not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
3. Shall not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
4. A person or business that contracts with or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally appeared
_____, the above-named person, who after by me being duly sworn, did swear
and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE