

**Anderson County**

**Request For Proposal  
Optical Fiber Network (Direct Burial)  
For  
Anderson County  
Information Technology Department**

**Submittal Deadline:**

**Wednesday, November 30<sup>th</sup>, 2011**

**11:00 A.M., CST**

## **1.0 Background and General Information**

### **1.1 Request For Proposal**

The Anderson County, ("County"), seeks RFP's from vendors who wish to install a (Direct Burial) fiber optic network between the Anderson County Annex building, Courthouse, and Sheriff's Department in Palestine Texas.

### **1.2 Quantity and RFP Submittal**

Please respond to the RFP with the cost to complete the installation of a fiber optic network that is capable of providing gigabit Ethernet, and future lambda services. All charges must be included in your response to this RFP. Any applicable charges not itemized on the original RFP must be noted on your bid response. Any charge not included on your bid will be disallowed on invoices against services performed.

### **1.3 Submittal Deadline**

The County will accept proposals submitted in response to this RFP in the office of the Anderson County Auditor, Courthouse Annex, 703 N. Mallard, Suite 110, Palestine, Texas 75801 on or before the following date and time:

**WEDNESDAY, NOVEMBER 30, 2011  
11:00 A.M., CST**

RFPs will be opened at the time and any proposal received after the due date/time will not be considered. The proposal should be clearly marked "FIBER PROPOSAL".

### **1.4 Pre-Bid Conference**

The County will hold a pre-bid conference on Thursday November 10<sup>th</sup>, 2011 at 10:00 am CST. Attendance is not mandatory, but prospective bidders are encouraged to take this opportunity to talk with County representatives and ask questions to clarify provisions of this RFP. The meeting will convene at the Anderson County Annex building, 702 North Mallard, Room 112 in Palestine Texas.

### **1.5 County Contact Personnel**

Questions or concerns regarding this RFP may be directed as follows:

Assistant County Auditor: Denise Walding 903 723-7448 [dwalding@co.anderson.tx.us](mailto:dwalding@co.anderson.tx.us)  
IT Director: Tommy Waldrop 903-723-7850 [twaldrop@co.anderson.tx.us](mailto:twaldrop@co.anderson.tx.us)

The County instructs vendors to direct all questions regarding this RFP to the above-named County Contact Personnel. Only **written** additions, changes or clarifications approved by the auditor's office will be considered official and valid. No negotiations, decisions, or actions shall be initiated by any vendor based on verbal discussion with County personnel.

### **1.6 Selection Criterion**

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best, evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as specified below:

#### **A. Cost:**

- 1) Initial project cost
- 2) Expansion cost to reach total capacity
- 3) Recurring costs

#### **B. Responsiveness:**

- 1) Completeness of bid response to requests for information, pricing, references, etc...
- 2) Suitability of response to advertised specifications
- 3) Demonstrated understanding of requirements

#### **C. Vendor Qualifications: (Ref. Section 2.5)**

- 1) Experience with similar projects similar in scope
- 2) Prior experience with the County
- 3) Years in business providing the requested service type.

- 4) Favorable references from clients on projects similar in size and scope.

D. Delivery: (Ref. Section 2.5)

- 1) Historical evidence on time delivery
- 2) Evidence of sufficient personnel to complete work in a timely manner

E. References: (Ref. Section 2.5.2)

- 1) References provided with bid response
- 2) Favorable references from clients on projects similar in size and scope

**IT IS UNDERSTOOD THAT** Anderson County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Anderson County. Receipt of any proposal shall under no circumstances obligate Anderson County to accept the lowest proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

## **2.0 Scope of Work**

### **2.1 Background and Task Description**

The mission of the County IT Department is to provide reliable, efficient and cost-effective data, video and voice communications for the County (**System**) and administration in support of strategic missions of courts and justice system, law enforcement, and other public services as required by the County. The County seeks to expand the capacity of its backbone network by installing an optical fiber infrastructure consisting of armor jacketed fiber in a 1 ¼" HDPE duck SDR11 or SDR13.5 with 24 strands of single mode fiber, capable of providing at least Gigabit Ethernet and future implementation of 8 wavelengths, or 'lambdas, between County buildings, with expected service life of 20 years (direct burial is preferred). This order will result in a purchase order contract with one vendor to secure optical fiber infrastructure to best meet System needs.

### **2.2 Site Option Descriptions**

The County is considering sites described in this section for network expansion.

#### **2.2.1 Network Backbone Sites**

**Annex building:** The Annex building site is located at 703 N. Mallard St., Palestine, TX 75801. The main fiber interconnect location will be located within the Annex building MDF. It will serve as the central point between the Courthouse, and the Sheriff's Office buildings.

**Courthouse:** The courthouse site is located at 500 North Church, Palestine TX 75801 with the fiber interconnect location in the main telephone closet.

**Sheriff's office:** The Sheriff's office site is located at 1200 E Lacy Street, Palestine TX, 75801 with the fiber interconnect will be in the main telephone closet.

### **2.3 Active Wavelengths**

For each location, the successful bidder will be required to show that the all of the fibers are terminated, tested, and capable to be connected to a 1 Gigabit per second network connection between each of the locations; and that testing also indicates that future upgrade to multiple full 10 Gigabit connections between the end points will be supported.

### **2.4 Contemplated Delivery Schedule**

The County requests completion of the entire job by March 31, 2012 or 120 days after the Commissioners' Court awards the RFP which ever is later.

### **2.5 Vendor Qualifications**

**2.5.1 Experience:** Provide a description that includes the number of years in business, number of employees and resumes of key personnel who might be assigned to this project. If your company has been involved with projects for the County in the past, include a brief description, project dates and on-time delivery information.

**2.5.2 References:** Provide a minimum of three references from projects similar in size and scope with comparable clients. Include name, address and phone numbers of the contract manager or key point-of-contact personnel for whom the prior work was performed along with a brief description of the job.

## **2.6 Permits**

Bidder shall be responsible for obtaining any and all required permits/easements (city, county, state, etc.) necessary for the complete construction and satisfactory installation of the project.

## **2.7 Insurance**

Before commencing work, the successful offerer shall be required, at his own expense, to furnish Anderson County within fifteen (15) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance;
2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage.

## **STANDARD TERMS AND CONDITIONS**

### **PLEASE READ CAREFULLY**

**Standard Terms and Conditions apply to all advertised Request for Proposals; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

**All Proposals shall be binding upon the respondent if accepted by the County within sixty (60) days of the Proposal opening**

Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this Proposal with price(s) quoted, Contractors certify and agree to the following:**

**PROPOSAL REQUIREMENTS:** Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Anderson County in addition to the requirements of this form. The signed cover sheet and the Proposal response form and any additional required forms or information, must be received by the Anderson County Audit Department on or before the hour and date specified. Late and/or unsigned Proposals will not be considered under any circumstances. Anderson County will not be responsible for late deliveries or mail delays. The time and date received will be recorded in Anderson County Audit Office, which will be the official authority determining late proposals. Fax or internet copies will not be accepted.

**PROPOSAL CERTIFICATION:** The Offeror agrees that submission of a signed Proposal is certification that the Offeror will accept an award made to it as a result of the submission.

**PROPOSAL AFFIRMATION:** Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Offeror shall be removed from all Proposal lists. By signature, the Offeror certifies that the Offeror has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Invitation for

Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this invitation for Proposals.

**ACKNOWLEDGEMENT OF AMENDMENTS:** Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposal, by identifying the amendment number and date in the space provided for this purpose. The acknowledgment must be received by Anderson County by the time and at the place specified for receipt of Proposals.

**ADDITIONAL INFORMATION:** Proposers are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

**PROPOSAL WITHDRAWAL:** after opening, Offers will not be allowed to withdraw their proposal unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Anderson County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by Anderson County within 10 days after opening. If permitted to withdraw the proposal, the Offeror shall not supply any material or service or perform any subcontract or other work in connection with the resulting contract. Prior to opening, Offeror may withdraw simply by making a written request to Anderson County; no explanation is required.

**AWARD:** Anderson County reserves the right to award this contract on the basis of LOWEST AND BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Proposals. In the event the lowest dollar offer meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear. In determining responsible Offeror the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in Proposal award.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:** An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

**TIE PROPOSALS:** Award will be made by drawing of lots. Consistent and continued tie proposals could cause rejection of Proposals by Anderson County and/or investigation for antitrust violations.

**FORCE MAJEURE:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

**FAILURE TO ENFORCE:** Failure by Anderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Anderson County to enforce any provision at any time in accordance with its terms.

**PAYMENT:** Vendor shall send an original copy of invoices. Payment shall be made by Anderson County in thirty (30) days from the day the invoice was received in the County Auditor's Office. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Anderson County. Acceptance by Vendor of final payment shall be deemed a release of Anderson County for all claims and liabilities of Anderson County to Vendor. No payment, however, final or otherwise, shall operate to release Vendor from any obligation arising under the Order.

**SALES TAX:** Anderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Anderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Anderson County Auditor.

**ORAL STATEMENTS:** Anderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Anderson County Purchasing Department.

**INDEMNITY:** Vendor shall indemnify and hold Anderson County, its officers and employees harmless from all claims involving infringement of patents or copyrights.

**REMEDIES:** If Vendor breaches any term of a contract, Anderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this contract. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

**ASSIGNMENT:** Without the prior written consent of Anderson County, Vendor's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Anderson County may treat such act as a breach hereof. Anderson County may assign or delegate all or any part of its right and duties hereunder.

**APPLICABLE LAWS:** Vendor must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Vendor breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Anderson County. The goods may be returned or held for the account of Vendor, all at Vendor's risk and expense.

**GOVERNING LAW:** This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Anderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

**AUTHORIZED PERSONNEL:** County employees, other than those designated by the Commissioners Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Anderson County.

**INTEGRATION:** This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

**SEVERABILITY:** If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**EXCEPTION/SUBSTITUTIONS:** All Proposals meeting the intent of this Request for Proposal will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications. Anderson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**Anderson County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Anderson County.**