

# CITY OF VICTORIA, TEXAS

## REQUEST FOR PROPOSALS FOR CITYWIDE BROADBAND IMPROVEMENT PROGRAM

**#RFP – DF -02-18-21**

Date Issued:



RESPONSES MUST BE RECEIVED **NO LATER THAN:**  
1:00 PM CST February 18, 2021

City of Victoria Purchasing Department:

Phone: 361-485-3170

Email: [purchasing@victoriatx.org](mailto:purchasing@victoriatx.org)

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# ADVERTISEMENT FOR PROPOSALS

## REQUEST FOR PROPOSALS

# RFP-DF - 02-18-21

The City of Victoria intends to purchase and invites you to submit a sealed response for:

### CITYWIDE BROADBAND IMPROVEMENT PROGRAM

Sealed Responses addressed to the Purchasing Manager will be received until February 18, 2021, at 1:00 PM, at the City of Victoria - 700 Main Center Bldg. at 702 N. Main Street, Suite 205, Victoria, Texas 77901. All Responses must be in the City of Victoria's possession on or before the scheduled date and time (no late responses will be considered). **The City of Victoria's Purchasing Department is not open for weekend or holiday deliveries.**

Respondents reading the announcement in the newspaper are advised that the response documents are available at <https://www.bidnetdirect.com/texas/city-of-victoria>.

The City of Victoria shall evaluate the responses based on all factors described herein.

The City of Victoria 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 the best value to the City of Victoria.

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 Victoria.

Proposals will be received by electronic submission at Bid Net Direct – Texas Purchasing Group <https://www.bidnetdirect.com/texas/city-of-victoria>.

Philip J. McGill  
Purchasing Manager  
City of Victoria

# **PART 1 – GENERAL REQUIREMENTS FOR RESPONSES**

## **STATEMENT OF PURPOSE**

Consistent with applicable local, state, and federal procurement laws, the City of Victoria invites the submittal of responses to this Request for Proposals (RFP) from qualified firms interested in providing a proposal for improving access, reliability, affordability, and quality of broadband internet throughout the City.

## **SUBMISSIONS**

Responses shall be submitted electronically through BidNet Direct., by uploading the Adobe PDF files of:

- Response Form A – Proposal Signature Page,
- Response Form B – Proposal Form,
- All other required forms,
- All items specified in the Proposal Content section of this RFP, and
- Any Specifications/Drawings that are required as part of the proposal.

Responses **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission.

Responses may be withdrawn before the scheduled time set for closing. Alterations made before response closing must be initiated by respondents guaranteeing authenticity. Submittal of a response constitutes an offer by the Respondent. Once submitted, the response becomes the property of the City of Victoria and as such the City of Victoria reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected.

Submission of a proposal in response to this solicitation, by any Respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the response submitted and confirmed in the Contract between the City of Victoria and the successful Respondent. Responses that do not comply with these requirements may be rejected at the option of the City of Victoria.

Responses must be filed with the City of Victoria before the deadline day and hour. No late response will be accepted. They will be returned to Respondent unopened (if properly identified). Failure to meet response requirements may be grounds for disqualifying a proposal.

## **PROPOSAL CLOSING**

The City of Victoria will be accepting sealed Proposals until **1:00 PM**, central standard time, on **February 18, 2021**. Any Proposal received after proposal closing time will be returned unopened. Receipt of response does not bind the City of Victoria to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded.

## **ASSIGNMENT**

The good/service(s) to be provided under the RFP shall meet all specifications and/or requirements as shown in this solicitation.

## **PROPOSAL CONTENT**

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Request for Proposals.

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

- 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.
- A brief narrative of the Respondent's history as an organization, including any previous names and/or acquisitions
- 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).
- The Respondent's availability for the commencement of work for this project and a detailed timeline for the implementation of proposed solutions.
- The itemized costs for any products, solutions, equipment, installations, or other anticipated expenses, where possible.
- 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.

## **WITHDRAWAL**

Responses may be withdrawn before the due date for submission. Written notice of withdrawal shall be provided to the Purchasing Manager for proposals submitted in hard copy. No response may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Victoria.

## **AMENDMENTS TO PROPOSALS**

Responses **will not** be altered or amended after the opening deadline. Alterations made before closing time must be initialed by Respondent guaranteeing authenticity.

No substitutions or cancellations are permitted without approval of the City of Victoria.

### **LIST OF EXCEPTIONS**

The Respondent shall attach to the response a list of any exceptions to the specifications/requirements, on a point-by-point basis.

### **INTERPRETATIONS**

Any questions concerning the requirements or scope of work with regards to this solicitation for responses shall be directed to the designated individuals as outlined herein. Such interpretations, which may affect the eventual outcome of this solicitation for responses, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Victoria under the paragraph titled “Addenda and Modifications.”

### **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 RFP, represent the best value to the City of Victoria.

Submissions may be evaluated by the City of Victoria City Council and/or Staff with input from the members of the Victoria Broadband Commission. 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 Victoria Broadband Commission and/or the City Council to ask additional questions and the Respondent to clarify the proposal to ensure material understanding. Thereafter, staff and the Victoria Broadband Commission will make a recommendation regarding an award of Contract to the City Council who will make the final decision. However, the City reserves the right to recommend award of a Contract without conducting interviews. The City Council may consider the information offered in these presentations along with the formal evaluations presented by City Staff before the actual award of an agreement.

In determining whether and to whom to award a contract, the City of Victoria will base its selection on a point system to evaluate the responses and will consider the following:

<b>SELECTION CRITERIA</b>	<b>WEIGHTED VALUE</b>
Previous Experience	35%

Comprehensiveness of Proposed Project	20%
Reputation, Stability, and References	15%
Process of Planning and Project Management	15%
Discussion of Potential Project Cost	15%
Total	100%

Respondents shall include with the proposal all information and qualifications to allow the City of Victoria’s selection committee to evaluate the proposal in accordance with this section and the evaluation criteria listed here. The City of Victoria 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 reserves the right to reject any or all proposals. The City 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 Victoria including the attached General Terms and Conditions, subject to negotiations. The responses to this RFP 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.

**RIGHT TO REJECT/AWARD**

The City of Victoria 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.

The City may, by written notice to the Respondent, reject any solicitation after it is determined by the City of Victoria 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 RFP.

**CLARIFICATION OF REQUIREMENTS AND QUESTIONS**

All requests for additional information or clarification concerning this response must be submitted in writing using the eProcurement site at <https://www.bidnetdirect.com/texas/city-of-victoria> or can be emailed to Darrek Ferrell on or before **1:00 PM CST, January 8, 2021**. Questions received after the stated deadline will not be answered. Questions submitted and the City of Victoria’s responses will be posted with this solicitation as addenda.

**RESTRICTIONS ON COMMUNICATION**

Respondent(s) are prohibited from communicating with: 1) the City of Victoria City Council Members and City staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item, and 2) City of Victoria employees from the time the RFP 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 RFP or proposal submitted by Respondent. Violation of this provision by Respondent or its agent may lead to disqualification of Respondent's proposal from consideration. Respondents are not restricted from engaging Connected Nation or any other contracted partner of the City in this effort. Any associated costs resulting from engaging a contracted partner of the City in relation to this proposal will be at the cost of the Respondent.

### **ADDITIONAL RESOURCES**

The City of Victoria has worked in conjunction with Connected Nation to prepare a website with additional information relevant to this project. That information can be found online at [www.victoriatx.gov/broadband](http://www.victoriatx.gov/broadband).

### **OPTIONAL PRE-PROPOSAL CONFERENCE**

Respondents are encouraged to participate in an optional pre-proposal conference via Zoom on February 3, 2021 at 10:00 AM. To join that meeting, visit <https://victoriatx.zoom.us/j/97754472643?pwd=T2Y5SVZTYVZnVjdhN3I0bE83ZTRHZz09>. Enter 977 5447 2643 into the meeting ID and 073456 for the passcode.

### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and will be posted on the Public Purchase website. Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Staff Contact Person. At the request of the Respondent, or in the event the Staff Contact Person deems the interpretation to be substantive, the interpretation will be made by a written addendum issued by the Purchasing Manager. Such an addendum will be attached to the original RFP in the Public Purchase file and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda concerning this project. Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's recognition and compliance to official changes as outlined by the City of Victoria and as such are made part of the original RFP documents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at <https://www.bidnetdirect.com/texas/city-of-victoria>. No verbal explanations or interpretations will be binding. The City of Victoria does not assume responsibility for the receipt of any addendum sent to Respondents.

### **SOLICITATION COSTS**

Issuance of this RFP does not commit the City of Victoria, 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 RFP 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 Victoria is contracting with the successful Respondent as an independent contractor. The parties hereto understand and agree that the City of Victoria 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 Victoria.

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 Victoria. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent on contract. The City of Victoria 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 Victoria, 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 VICTORIA AND EACH COUNCIL MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (THE CITY OF VICTORIA 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,**

**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 Victoria 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 Victoria 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 Victoria 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 non-performance, 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 Victoria, 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 Victoria County, 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 Victoria County, Texas.

### **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City of Victoria no later than the 7th business day after the date the person becomes aware of facts that require the statement 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 misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A MISDEMEANOR.

### **CERTIFICATE OF INTERESTED PARTIES**

Pursuant to Section 2252.908, Texas Government Code, as amended and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the City of Victoria City Council, will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for all contract amendments, extensions, or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

### **ADDITIONAL REPRESENTATION**

A Respondent submitting a response to this RFP must submit a verified statement (Attachment C) that it does not boycott Israel and will not boycott Israel during the term of the Agreement as described in Chapter 2270 of the Texas Government Code as amended. Failure to comply with this requirement is grounds for disqualifications; however, the City of Victoria reserves the right to contact Respondent who fails to comply initially to correct the omission or to confirm the Respondent's policy.

## **PART 2 – REQUIRED FORMS**

***Please Note:***

- These forms must be completed and returned with your response.
- Responses received after the above closing date and time will not be accepted.

**RESPONSE FORM A – PROPOSAL SIGNATURE PAGE**

<b>SUBMIT TO:</b> THE CITY OF VICTORIA Purchasing Manager 702 N. Main St., Suite 132 Victoria, TX 77901		<h1>REQUEST FOR PROPOSAL (RFP)</h1>	
<b>Title:</b>		CITYWIDE BROADBAND IMPROVEMENT PROGRAM	
<b>Number:</b>	DF - 02-18-21	<b>Closing Date &amp; Time:</b>	February 18, 2021, at 1:00 PM
<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL</b>		<b>TAXPAYER IDENTIFICATION NUMBER</b>	
<b>MAILING ADDRESS</b>		<b>NO RESPONSE: If not submitting a response, state the reason below and return one copy of this form</b>	
<b>CITY, STATE ZIP</b>			
<b>PHONE</b>		<b>EMAIL</b>	
<b>FAX</b>		<b>WEB ADDRESS</b>	
<b>RESPONSES ARE FIRM FOR ACCEPTANCE FOR 120 DAYS</b>  <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER		<b>DATE OF SUBMISSION:</b>	
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to all conditions of this response and certify that I am authorized to sign this response for the Respondent. In submitting a response to the City of Victoria, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the City of Victoria all rights, titles, and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price-fixing relating to the particular commodities or services purchased or acquired by the City of Victoria. At the City of Victoria's discretion, such assignment shall be made and become effective at the time the City of Victoria tenders final payment to the Respondent.			
<b>AUTHORIZED SIGNATURE</b>		<b>DATE</b>	<b>PRINTED NAME/TITLE</b>
<p><b>Please initial by all that apply. I acknowledge receipt of the following addendum.</b></p> Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum # 4 _____			

**RESPONSE FORM B – PROPOSAL FORM**

To: City of Victoria, Texas

702 N. Main St., Suite 132  
Victoria, Texas 77901

Project: Citywide Broadband Improvement Program

RFP No.: DF-02-18-21

Respondent: \_\_\_\_\_

(Print or type full name of proprietorship, partnership, corporation, or joint venture)

## **1.1 PROPOSAL**

A. Total Proposal Price: The undersigned Respondent proposes and agrees, if this proposal is accepted, to enter into an Agreement with the City of Victoria, Texas, in the form included in the Response Documents to provide goods/services as specified or indicated in the Response Documents for the Contract Amount indicated in this Proposal or as modified by amendment.

B. Period for Proposal Acceptance: Respondent accepts all of the terms and conditions of the Request for Proposals and Instructions to Respondents. This offer shall remain open to acceptance and is irrevocable for 120 days after Proposal Date (closing). That period may be extended by mutual written agreement of the City of Victoria and Respondent.

C. Addenda: Respondent hereby acknowledges it has received, examined, and carefully studied all Addenda and all Addenda have been considered and all related costs are included in the Total Proposal Price.

## **2.1 RESPONDENT REPRESENTATIONS**

A. Respondent is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the goods/services.

B. The Response Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the goods/services for which this Proposal is submitted.

C. Laws to be Observed: In the performance of the Contract, the Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor will become familiar with and shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work, and SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF VICTORIA, AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION OF ANY SUCH LAW, ORDINANCE OR REGULATION BY HIMSELF OR BY HIS AGENT OR BY HIS EMPLOYEES.

D. Review by the City of Victoria: The City of Victoria and authorized representatives, agents, and employees of the City of Victoria shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions,

material invoices, books and accounting records, subcontracts, Agreements, and all other relevant data, documents and records pertaining to this Contract.

E. Respondent will submit written evidence of its authority to do business in the state where the Project is located with its Proposal.

F. Respondent further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any individual or entity to refrain from submitting a Proposal, and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or the City of Victoria.

### 3.1 EVALUATION CRITERIA

SELECTION CRITERIA	WEIGHTED VALUE
Previous Experience	35%
Comprehensiveness of Proposed Project	20%
Reputation, Stability, and References	15%
Process of Planning and Project Management	15%
Discussion of Proposed Project Cost	15%
Total	100%

### 4.1 SIGNATURES:

By signing this Document, I agree that I have received and reviewed all Response Documents, Requirements/Specifications, and Addenda and considered all costs associated with the Response Documents, Requirements/Specifications, and Addenda in calculating the Total Proposal Price.

Respondent: \_\_\_\_\_

(Print or type full name of your proprietorship, partnership, corporation, or joint venture\*)

\*If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

By: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**5.1 CERTIFICATION OF PROPOSAL**

The undersigned affirms that they are duly authorized to execute this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent before the official opening of this Proposal. Additionally, the undersigned affirms that the Respondent is willing to sign the attached Agreement (if applicable). Further, Respondent certifies that the only person or parties interested in this offer as principals are those named herein. Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Address

P.O. Box or Street: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Remit to Address:

P.O. Box or Street: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

## **PART III – ATTACHMENTS**

### **ATTACHMENT A – SCOPE OF WORK**

The City of Victoria is seeking proposals from qualified firms to conduct an evaluation of existing infrastructure and capacity for connectivity, an enhanced network feasibility analysis, and short and long-term implementation strategies for an improved broadband network in Victoria and the surrounding Golden Crescent Region.

The City has identified key governmental, medical, economic development, and educational institutions that provide essential services to the residents, businesses, and guests of Victoria. All aspects of this project will incorporate the needs, goals, and plans of these entities.

#### **PHASE 1 – EXISTING CAPACITY FOR CONNECTIVITY**

Within Victoria County, there are 11 known providers of internet service as of July 31, 2020, many of which are active within the city limits. However, approximately 29% of the population is currently without a subscription to the internet.

This phase of the project will identify those areas for which there is a lack of *access* and those for which there is a lack of *adoption*. During this phase, there will also be an assessment of existing infrastructure, including but not limited to fiber and cellular installations.

The assessment of existing capacity for connectivity should encompass the needs of the region and compatible infrastructure with nearby communities and/or organizations.

The City of Victoria has secured a partnership with Connected Nation that may be used by the Respondent, as appropriate, including in preparation of this proposal. Prior to the execution of an agreement between the Respondent and the City, the use of Connected Nation or any other contracted partner of the City will be at the expense of the Respondent.

Key goals of this phase are:

- To develop a complete picture of the population and their internet usage needs through demand analysis
- To identify disparities within the population that contribute to lack of connectivity
- To evaluate existing infrastructure for usefulness and longevity

#### **PHASE 2 – ENHANCED NETWORK FEASIBILITY**

Building upon the work of Phase 1, this portion of the project seeks to answer the question of what may be possible and when. This phase should include, at a minimum:

- A detailed project timeline
- An assessment of regulatory and geographic barriers for network development
- An assessment of the feasibility of utilizing the latest technological advancement, including the latest wireline and wireless technologies.

- Respondents should provide justification for recommended technologies, including but not limited to 5G, fiber to the home, and other emerging technologies.
- Minimum standards for broadband connectivity (25 mb/s download & 3mb/s upload) must be met, but preference will be given to those that exceed this dated standard.
- Identification of technologies that will promote or improve
  - residential service quality
  - retail and industrial development,
  - equity in education, and
  - advancement of telehealth
- Development of a phased network architecture plan, potentially including
  - installation and the associated costs of publicly available Wi-Fi in Downtown Victoria, the park system, the public transit system, and other high-traffic areas
  - incorporation of lifeline packages for medical purposes either through associated internet providers or through available open access networks, as applicable,
  - open-access networks for governmental, educational, and medical use
  - expandable public safety communications technologies that may be adopted throughout the region, including interoperability with FirstNet
- Engagement of potential service providers who may make use of the improved network to increase competition among services and affordability for customers
- Identification of potential customers, and
- Development of cost structures for customers

There are many scenarios for which the City would seek to ensure sufficient speeds to accommodate the required bandwidth for the activity. Those include, but are not limited to:

- Multiple students participating in an online classroom
- High resolution video calls for telehealth consultations
- Business collaboration with remote workers and other satellite locations

Those Respondents that demonstrate creativity and innovation in proposed solutions geared toward Smart City development and anticipated future needs will be ranked higher by the evaluation committee.

### **PHASE 3 – IMPLEMENTATION STRATEGY FOR AN ENHANCED NETWORK**

After identifying the needs of the community and crafting feasible solutions, this phase should result in the development of functional short and long-term business plans for the construction and development of an improved broadband network in Victoria and the surrounding Golden Crescent Region.

This business plan should include all reasonable funding opportunities and identify anticipated opportunities for revenue, including but not limited to the potential for profit sharing between the development partner(s) and the City of Victoria.

This business plan should also clearly delineate the roles and responsibilities of the City and its development partner(s). These components may include design, procurement, construction, administration, maintenance, and upgrades, among other things. Respondents are encouraged to include a digital literacy component and any other proposed solutions to the lack of *adoption* in Victoria.

Finally, preference will be given to Respondents who can demonstrate an ability to go beyond the business plan and assist the City of Victoria with the construction and activation of the improved broadband network.

## **ATTACHMENT B – GENERAL TERMS AND CONDITIONS**

**AGREEMENT:** This set of Terms and Conditions is incorporated into an Agreement between the City of Victoria, Texas and \_\_\_\_\_ (hereafter Development Partner), in its entirety and, upon execution of the Agreement by both Parties, constitutes a portion of the Parties' Agreement. No change, modification, or revision to the Agreement shall be binding unless made in writing and signed by the Parties.

**DEFINED TERMS:** Where utilized in this Request for Proposals, requirements/specifications, or elsewhere, the following defined terms shall have the meaning assigned to them:

1. "Agreement" means the contract between the City and the Development Partner.
2. "Contract Documents" means the Agreement, its terms and conditions, the technical specifications, requirements, specifications, drawings, addendum, and amendments, all of which comprise the full agreement of the Parties.

**ACCEPTANCE:** Acceptance of this Agreement shall be deemed effective upon execution of this Agreement by both Parties.

**COMPLETION:** TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT. If Development Partner fails to effect delivery or performance of the associated services required by City in accordance with the project schedule, delivery schedule, or other time requirements as communicated to Development Partner in the Agreement or its attachments, in addition to its other rights and remedies hereunder, City shall have the right to terminate this Agreement by notice effective when received by Development Partner or after the expiration of five days from the date of mailing of such notice, whichever occurs first. Such termination shall be effective as to goods not yet received by City or services not yet rendered, regardless of their transit status. Thereafter, City shall have the right to purchase substitute goods or services elsewhere and charge Development Partner with any or all losses, costs and expenses, including, but not limited to actual, consequential and incidental damages, reasonable attorneys' fees, and engineering or consulting fees incurred by City by reason of such delay or termination.

**PRICES:** Development Partner warrants that the prices shown hereunder are the prices quoted to City at the time of the Agreement and include all costs incurred by Development Partner for shipment of all goods included in this Agreement. In the event of any price reduction between execution of the Agreement and delivery of the goods, City shall be entitled to such reduction.

**INSPECTION:** City shall have a reasonable time after delivery or performance to inspect the items delivered or the services performed. All such items or services must conform to the specifications, instructions, drawings and data set forth on the face hereof. City may reject and refuse acceptance of any items or services which do not so conform. City shall notify Development Partner of such rejection by either notice in writing and by the return to Development Partner of the rejected items at Development Partner's expense and risk.

**REJECTION OF MATERIALS AND WORKMANSHIP:** City shall have the right to reject

furnished materials and workmanship which are defective or otherwise fail to meet the requirements/specifications included in the Agreement, including specifications, the drawings, and all other documents (the "Contract Documents") and require their correction. Rejected goods shall be satisfactorily replaced with proper materials without charge to City, and Development Partner shall promptly segregate and remove rejected materials from the Project site or point designated. If Development Partner does not correct defective workmanship or replace the rejected materials within a reasonable time, City may do so and charge all costs, damages, fees, and expenses to Development Partner including, without limitation actual, consequential and incidental damages.

**SHOP DRAWINGS, SUBMITTALS, QUALITY OF GOODS:** Development Partner shall confirm that all materials are in strict accordance with the Contract Documents or requirements published by City. Where required, prior to shipment and/or installation, Development Partner shall provide shop drawings or submittals sufficient to demonstrate compliance with this Agreement and the Contract Documents for City's review and approval. All goods and work of Development Partner shall conform to all applicable express and implied warranties and be of a good and workmanlike manner. A failure of City during the progress of the work to discover or reject materials not in accordance with the Contract Documents shall not be deemed an acceptance thereof or a waiver of defects therein. No payment, use of goods provided by Development Partner, or occupancy of the Project site by City shall be construed as an acceptance of materials which are not strictly in accordance with the Contract Documents.

**RESPONSIBILITY FOR COMPLETION:** Development Partner represents that it has examined the requirements/specifications, schedule, plans, drawings, and other documentation in the Contract Documents which Development Partner acknowledges are full and complete and are sufficient to enable Development Partner to determine the cost of the materials and has fully acquainted itself with all conditions relevant to the work and materials on the Project site and assumes the risk of any variance between the actual conditions and those set out in Contract Documents. Any failure by City at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of City at any time to avail itself of such remedies, as it may have for any breach or breaches of such terms or conditions.

**WARRANTIES / GUARANTEES:** Development Partner expressly warrants that the items and services covered hereunder shall be free of defects in workmanship and shall strictly conform to applicable specifications, instructions, drawings, etc. These warranties shall be in addition to all warranties, express, implied or statutory. All warranties shall run to City, its customers and subsequent owners of items or services covered hereunder.

**INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPMENT PARTNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF VICTORIA AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF

ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ENGINEERING OR OTHER CONSULTANTS' FEES, OF ANY KINDS RESULTING FROM DEVELOPMENT PARTNER'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT, FAILURE OF GOODS, OR ACTS RESULTING IN BODILY INJURY OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF DEVELOPMENT PARTNER, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

**NO DAMAGES FOR DELAY:** Development Partner shall have no right to claim any damages against City, including consequential or incidental damages, as a result of delay. Extension of time for Development Partner's performance is conditioned upon City's approval of an extension of time to the contract or delays claimed by Development Partner. Failure of Development Partner to make a claim promptly shall be deemed a waiver of the right to a claim for an extension of time for the particular cause.

**TERMINATION FOR CAUSE:** Prior to termination for cause, each party shall be required to give the other party prompt written notice upon learning of any breach or default under this Agreement. The defaulting party shall have twenty (20) business days from the date of receipt of the notice of default to provide a remedy acceptable to the other party. If the defaulting party fails to provide an acceptable remedy, then the contract may be terminated for cause.

**TERMINATION WITHOUT CAUSE:** Either party may terminate this Agreement at any time without cause upon thirty (30) business days advance written notice.

**TAXES:** The City of Victoria is exempted from all city, state, and federal excise taxes. DO NOT include tax on your invoice.

**INSURANCE:** In the event that Development Partner's performance hereunder requires or contemplates the performance of services by Development Partner's employees, or other persons under contract to Development Partner, whether such services are to be performed at the place of delivery of such goods or services, or elsewhere, Development Partner agrees that any such performance of services shall be done as an independent contractor and that the persons doing such work shall not be considered employees of City.

In such event, Development Partner at its sole expense, shall obtain and maintain (a) WORKERS' COMPENSATION, including Occupational Disease insurance, meeting the statutory requirements of the State in which work is to be performed together with a Broad Form Other States Endorsement and containing Employers' Liability insurance in an amount of at least \$1,000,000. (b) GENERAL LIABILITY insurance providing Premises-Operations, Elevators, Independent Contractors, Broad Form Property Damage, Contractual Liability, Products & Completed Operations coverages (which shall be maintained in force for a period of two years after substantial completion of the Project). (c) AUTOMOBILE LIABILITY on occurrence basis covering all Owned, Non-Owned and Hired Vehicles with a limit of \$1,000,000 Bodily Injury & Property Damage Combined Single Limit

Insurance shall be in at least the following minimum limits:

**COMMERCIAL GENERAL LIABILITY:**

Amounts of coverage shall be no less than:

- \$1,000,000 Per Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- Designated Construction Project(s) General Aggregate Limit

**BUSINESS AUTOMOBILE LIABILITY:**

Amount of coverage shall be no less than:

- \$1,000,000 Per Accident

**WORKERS' COMPENSATION:**

Amounts of coverage shall be no less than:

- Statutory Limits
- \$1,000,000 Each Accident and Disease
- Alternate Employer endorsement
- USL&H must be provided where such exposure exists.

**EXCESS LIABILITY:**

Amounts of coverage shall be no less than:

- \$1,000,000

Policy must include the City of Victoria as "Additional Insured" on all types of insurance (except Workers' Compensation), and must include the City of Victoria as "Waiver of Subrogation" on all types of insurance.

Development Partner shall furnish City with the policy endorsements and exclusions pages as well as a Certificate of Insurance or other satisfactory evidence that all insurance required by the Agreement has been obtained and paid for and will continue in full force and effect until the completion of the work.

The Development Partner shall provide a minimum of thirty (30) days' written notice to City in the event of cancellation. If Development Partner should contract out any of the work to a third party, Development Partner shall cause said third party to carry the insurance required by this Agreement and to furnish evidence of same.

**BONDS:** To the extent the services required of Development Partner pursuant to this Agreement have and agreed value in excess of \$100,000, Development Partner shall provide a performance bond pursuant to chapter 2253 of the Texas Government Code on a form acceptable to City. Said form shall be provided as an exhibit to this Agreement or provided to Development Partner for

presentment to a licensed corporate surety for provision of the required bond. Development Partner's provision of a required bond on a form other than that proscribed by City shall be rejected and may be grounds for termination of this Agreement by City.

To the extent the services required of Development Partner pursuant to this Agreement require construction with a value in excess of \$100,000, Development Partner shall provide a construction bond pursuant to chapter 2253 of the Texas Government Code on a form acceptable to the City. Said form shall be provided as an exhibit to this Agreement or provided to Development Partner for presentment to a licensed corporate surety for provision of the required bond. Development Partner's provision of a required bond on a form other than that proscribed by the City shall be rejected and may be grounds for termination of this Agreement by the City.

**PAYMENT:** Invoices will be paid according to agreed payment terms as reflected in the Agreement or within 30 days after receipt of the items or completion of required services. Payment for the goods delivered under this Agreement shall not be acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected, and tested by City and found to be in conformance with this Agreement. However, failure to inspect or test by City shall not relieve Development Partner of any responsibility hereunder.

**REMEDIES:** The rights and remedies reserved to City herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further rights and remedies provided by law or equity. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach.

**ASSIGNMENT:** Neither this Agreement nor any right or obligations herein may be assigned by Development Partner nor may Development Partner delegate the performance of any of its duties hereunder without in either case City's prior written consent.

**FORCE MAJEURE:** Either party to this Agreement shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, labor difficulties, fires or other causes beyond the reasonable control of the affected party. In the event that Development Partner is unable to perform for such reasons beyond its reasonable control, City shall have the right to either continue the delivery dates until Development Partner is able to perform or terminate this Agreement.

**DISPUTE RESOLUTION:** In the event of disputes over price, quantity or quality, City shall have the right to audit Development Partner's records in order to resolve the dispute. Pending resolution of the dispute, amicably or otherwise, Development Partner shall proceed diligently with the performance of this Agreement as directed by City. The Agreement shall be governed by the laws of the State of Texas. In the event that a dispute arises between City and Development Partner, the parties agree that the exclusive venue to submit said disputes is the State District Courts of Victoria County, Texas for resolution.

**City:**  
**The City of Victoria, Texas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Partner:**  
\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT C – ISRAEL VERIFICATION FORM**

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_ (the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby declare, represent, and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code, as amended:

- 1. does not boycott Israel currently; and
- 2. will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001 of the Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
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

\_\_\_\_\_  
Date