

CITY OF ANAHEIM
SUNKIST FIBER BID
REQUESTS FOR PROPOSALS
PROPOSAL S10262009

The Anaheim Public Library is seeking bids to connect up the Sunkist Branch Library, located at 901 South Sunkist, Anaheim CA 92806, to the City of Anaheim's fiber ring. The Anaheim Public Library System is seeking Federal e-rate funding to pay for this project, so all proposers must have a current valid SPIN (Service Provider Identification Number) registered with the Universal Service Administrative Company as mandated by the Federal Communications Commission. All contractors must have a SPIN prior to contract signing to be eligible for this process. See <http://www.universalservice.org/sl/providers/step01/default.aspx> for more information about SPIN.

Proposers are invited to submit bids to: ATTN: Sunkist Branch Library Fiber Installation Bid, Anaheim Public Library, 500 West Broadway, Anaheim CA 92805. Proposers should include their bid number on the outside package.

ACCEPTANCE PERIOD. Proposals must be received by the Anaheim Public Library no later than 5 pm on November 23, 2009 for consideration. The Anaheim Public Library will evaluate the proposals. The proposers must understand that bids and/or awards may become null and void should Anaheim fail to secure e-rate funding.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AFFIRMATIVE ACTION AND NON-DISCRIMINATION: If the total price exceeds \$50,000, the successful bidder must certify prior to award that they have a written affirmative action program and complies with all federal, state, and municipal laws and regulations pertaining to affirmative action and non-discrimination. This certification may be made on the Special Provisions form provided.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, the successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Anaheim, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all selection criteria set forth herein. An evaluation committee will be established by the City to evaluate all proposals received in accordance with the selection criteria.

The evaluation committee reserves the right to contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Oral interviews may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be most likely to best meet the needs of the City. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Unless otherwise indicated, revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms and the approval of the Anaheim City Council. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with another Proposer or withdraw the RFP. In the event the City Council does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of the City. Awardee must understand that the award may become null and void should Anaheim fail to secure e-rate funding.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; product offering; experience and expertise with public agencies and similar types of efforts; references and costs. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held only with the most qualified respondents. The recommended proposals and resulting Agreement will be submitted to the City Council for award approval. The Proposer selected will enter into a contract with the City.

BUSINESS LICENSES. Any person, including but not limited to, an individual, corporation, or sole proprietor who wishes to conduct any business within the City of Anaheim, must secure a business license. City law states that no person shall engage in business or transact and carry on a business, trade, profession, calling or occupation without first having procured a license from the City to do so, or without complying with any and all applicable provisions of Title 3 of the City Ordinance relating to business license. A City of Anaheim business license is not required for submitting a proposal, but must be obtained when awarded a contract, prior to commencing services or selling merchandise to the City.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time, without obligation.

COMPLIANCE WITH LAWS. - ADHERENCE TO ALL LOCAL, STATE, & FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and City of Anaheim regulations.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, scope of work, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Anaheim may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Proposer, may be used interchangeably with "Supplier", or "Vendor".
- b. **Evaluation Committee.** A committee established by the City to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the City.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Should.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and may not be considered for award.
- e. **Proposer.** The person or firm making the offer. May be used interchangeably with the word "Bidder".
- f. **Proposal.** The offer presented by the Proposer.
- g. **RFP.** Acronym for Request For Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submission Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submission Deadline may render a proposal non-responsive. The documents listed on pages 8-14 must be returned by the Submission Deadline indicated on the specific Request for Proposal Documents.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer will be expected to execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Anaheim executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Anaheim may, at its option, consider that the Proposer has abandoned the contract. After the contract has been executed, including the insurance documents, certificates, and any applicable bonds, notice to proceed will be issued. Unless otherwise specified, Proposer agrees to commence work within ten- (10) working days after the date of the notice to proceed and fully complete the project within the time specified in the contract. If the work cannot be completed by September 30th, 2011, the contractor will inform the Anaheim Public Library in writing no later than September 1, 2011 so the library can file an extension for the e-rate funding period.

FIRM PRICE PERIOD. Proposers' offer shall remain valid and firm for a period of not less than ninety (90) calendar days from the Submission Deadline. Proposers must indicate if they can hold pricing firm for six months from the Submission Deadline.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Anaheim. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Anaheim.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in the specifications and naming the City of Anaheim, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the RFP, the City's general insurance requirements are:

1. Comprehensive General Liability Insurance: (include products liability coverage, when applicable); \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. City of Anaheim to be named as an Additional Insured on the above-captioned insurance coverages as respects the City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to the City an endorsement to the policy signed by an officer of the insurance company within ten (10) days of the inception date of this agreement.
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to the City; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Anaheim a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the City of Anaheim by mail, email, or by facsimile to the person identified herein at least ten (10) days before the Submission Deadline. The requesting party is responsible for prompt delivery of any requests. When the City of Anaheim considers interpretations necessary, interpretations will be in the form of a written addendum to the contract documents, and will be mailed or faxed to all parties recorded by the City of Anaheim as having received contract documents, or posted on the City's website for all Proposer's to reference. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the City of Anaheim has their correct business name, address, phone number, and email on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Anaheim is responsible for advising the City of Anaheim that they have a set of contract documents and wish to receive subsequent Addenda.

MINORITY OWNED BUSINESSES: The City of Anaheim supports minority owned business firms and encourages such firms to submit proposals. Opportunity to identify your firm is contained within the Special Provisions forms.

NOMENCLATURES: The terms Successful Proposer, Successful Contractor, Contractor, Supplier and/or Vendor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT: Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See enclosed Affidavit.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one bid .

OPENING OF PROPOSALS. The City of Anaheim reserves the right to postpone the Submission Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

PRE-PROPOSAL CONFERENCE. A pre-proposal conference will be held at the Sunkist Branch Library on November 3 2009 at 10 am. This will allow all potential proposers to review work required and/or ask questions concerning the specifications or proposal content.

PREVAILING WAGE: The proposer will indicate they will comply with California prevailing wage regulations.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for the extended price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the extended price amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. All prices must be in US dollars. Proposal prices shall include everything necessary for the completion and fulfillment of the contract in accordance with the contract documents, except as may be provided otherwise in the contract documents. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so may render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL FORMS

- a. Forms. Proposals must be submitted on the forms supplied, or in the format requested, by the Anaheim Public Library.
- b. Copies. One original and the requested number of copies must be submitted on or before the Submission Deadline. Proposers shall submit one (1) original proposal marked "MASTER" and seven (7) identical copies, clearly marked "COPY". Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the City reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. **The proposal must be presented in a format that corresponds to, and references, the sections outlined in the Specification and Scope of Work, and must be presented in the same order.** Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements (if applicable), and the Proposer's standard contract language.

PROPOSAL COSTS: The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submission Deadline (see Acceptance Period page 1). Proposals that do not arrive by the Submission Deadline will be late and will be returned to the Proposer unopened. Deliveries made before the Submission Deadline but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the Submission Deadline.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the City of Anaheim must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal page 7). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submission Deadline.

PROPOSAL OPENING AND RESULTS. A public opening will be held at 12 noon on November 24th, 2009 at the Sunkist Branch Library, 901 South Sunkist, Anaheim CA 92806. Technical and cost details of complex proposals will be made

available upon request to the Anaheim Public Library, after an award is made. A list of the names of Proposers who submitted proposals may be obtained within a reasonable time after the public opening.

PROPOSAL SUBMISSION. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submission Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The City will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND. The Proposer must show they have a current e-rate SPIN (Service Provider Identification Number) with the Universal Service Administrative Company (USAC) prior to contract signing to participate in the e-rate process. Proposer must also provide a company profile. Information required include current financial statements and balance sheet. Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The Proposer must provide the name, address, and telephone number of your company's principal financing reference who can attest to the company's financial responsibility. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES. Proposers is required to provide a minimum of three (3) references from similar projects performed that have utilized e-rate funds to pay the contractor, public libraries preferred. At least one of these references must be within an hour drive of Anaheim to facilitate a site visit during the evaluation process. Information required is shown on the enclosed Request for Proposal.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver. All information the Proposer wishes to remain confidential must be submitted as a separate attachment from the remainder of the Proposal, in a sealed envelope clearly marked "CONFIDENTIAL", with each page so marked.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer must show they have a current e-rate SPIN (Service Provider Identification Number) with the SLD (Schools and Libraries Division) prior to contract signing to participate in the e-rate process. The Proposer's experience shall be set forth and submitted in the Proposal. It is the intention of the City to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by email, mail or facsimile to the Anaheim Public Library Business Office, c/o Thomas at the Anaheim Public Library, (500 West Broadway, Anaheim, CA 92805, phone 714-765-1759, fax 714-765-1730, e-mail, tedelblute@anaheim.net) no later than ten (10) days before the Submission Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City will be in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City reserves the right to reject any or all proposals, or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City of Anaheim.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SPECIAL PROVISIONS ATTACHMENT. The special provisions attachment contains requirements that are hereby incorporated into this request for proposal and will become binding contract documents. Please enclose the signed special provisions form and any affidavits, bonds or other required documents with your proposal.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Proposers, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form(s), Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, and Insurance Certificates.

SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of the City of Anaheim the competency, reliability and responsibility of the subcontractors proposed to furnish or perform 10 % or more of the work described in the contract documents. Before the award of the contract, the City of Anaheim will notify the Proposer in writing if, after due investigation, the City of Anaheim has reasonable objection to any proposed subcontractor. If the City of Anaheim has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute person or City of Anaheim. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Anaheim has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Anaheim.

SUBMISSION METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submission Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the Library Business Office before the Submission Deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

TAXES. Successful Proposer shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City of Anaheim from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER. The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Library Business Office before the Proposal Submission Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

EVALUATION METHOD. Following the Public Opening, the evaluation team will begin evaluating the proposals. The evaluation team will first look over the proposals to make sure all materials asked for in the RFP are included. These include:

Only one proposal received (p. 4)
Master and seven copies received (p. 5)
Non-Collusion affidavit (p. 4, 9 and 11)
Bid-bond (p. 12).
Hold Harmless and Indemnification (p. 9).
Insurance Provisions (p. 9).
Identification of Minority Owned Business (page 10)
Signature of person or persons legally authorized to bind the Proposer to a contract. (p.1)
Contractor and agents are not employees or agents for the City of Anaheim. (p. 3)
E-rate spin number included (p. 1, 6, 14).
Prevailing wage indicated (p. 4).
Company profile included (p. 6)
Company financial statements included (p. 6)
Company balance sheet included (p. 6)
Principal financial reference who can attest to the company's financial responsibility (p.6)
3 references for similar projects under e-rate funds, public libraries preferred. (p. 6)

The absence of any one of these items can result in the immediate disqualification of the proposal.

After that the proposals will be evaluated on the following criteria:

Price 35%
Suitability of installation plan and materials to meet the needs of the fiber installation 30%
Prior experience (dependent on reference checks) 25%
Proposer's financial stability 10%
TOTAL 100%

SPECIAL PROVISIONS ATTACHMENT – REQUEST FOR PROPOSAL #

All items checked below apply to this request for proposal:

- X Non-Collusion Affidavit: Each proposal must be accompanied by a Non-Collusion Affidavit (attached) properly executed by the Bidder. Additional copies of these may be obtained from the Library Administration if needed.

- X Bid Bond: A bid bond (sample attached) in an amount equal to at least ten percent (10%) of the total bid(s) must accompany the bid proposal.

- Labor and Materials Bond: The successful bidder shall be required to furnish a Labor and Materials Bond (sample attached) in an amount equal to 100% of the total contract award within thirty (30) calendar days from date of award.

- X Faithful Performance Bond: The successful bidder shall be required to furnish a Faithful Performance Bond (sample attached) in an amount equal to 100% of the total contract award within thirty (30) calendar days from date of award.

- X Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless the City (including its officers and employees) from and against any and all claims of any kind or nature presented against the City arising out of vendor's (including vendor's employees, representatives, products, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.

- X Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

 1. Comprehensive General Liability Insurance: (include products liability coverage, when applicable); \$1,000,000 per occurrence.
 2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
 3. Workers' Compensation Insurance: as required by State statutes.
 4. City of Anaheim to be named as an Additional Insured on the above-captioned insurance coverages as respects the City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to the City an endorsement to the policy signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement.
 5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
 6. Insurance policies to be in a form ad written through companies acceptable to the City; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

X Affirmative Action: In support of Affirmative Action, the City of Anaheim requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by the City of Anaheim. Said Certification may be made by signing below:

Certified to above - FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

X Identification of Minority Owned Business: Are you a minority (MBE) or woman owned (WBE) business enterprise as defined by the U.S. Government in 1942, U.S.C.A. Section 6705(f) requiring fifty percent (51%) or more of the business or shares of stock to be owned by minority group members and whose citizens are African Americans, Spanish-speaking, Asian/Pacific Islanders, Native Americans, Eskimos, and Aleuts?

_____ YES _____ NO

Has your firm been certified as a minority by an agency ? _____ YES _____ NO.

If yes, name of agency _____

X Acknowledgement of Addendums to Request for Proposals: Any changes, deletions, or additions to this solicitation will be made by addendum numbered sequentially. To ensure that your proposal is predicated upon having received all such addendum, enter the last number received below; if none have been received, enter "none".

The proposal being submitted herein includes all addendum through number _____.

BIDDING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

STATE OF CALIFORNIA

ss.

County of _____

_____, being first duly sworn deposes and says that he is
_____ of _____
the party making the foregoing bid that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in this general business.

By _____

Subscribed and sworn to before me this
_____ day of _____, 20 _____

Notary Public in and for said County and State

(SAMPLE)

BID BOND

Premium Included

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and whose principal office is located in the City of _____, as surety, are jointly and severally bound unto the CITY OF ANAHEIM of Orange County California, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America to be paid to the said CITY OF ANAHEIM, for which payment well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted the accompanying bid dated _____, 20_____, for the construction of _____ for the CITY OF ANAHEIM, Orange County, California.

NOW, THEREFORE, if the Principal shall not withdraw said bid within ninety (90) days after the opening of same, and shall within fifteen (15) days after the agreement has been presented to him for execution enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bond with good and sufficient sureties, or sureties for the faithful performance and proper fulfillment of such contract and for the protection of laborers and materialmen, or in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract and give said bond within the time specified if the Principal shall within sixty (60) days after request by the City, pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)

ATTEST (if corporation)

Title

Corporate Seal
ATTEST

Title

Corporate Seal

PRINCIPAL

By _____

Title _____

SURETY

By _____

Title _____

(SAMPLE)

FAITHFUL PERFORMANCE BOND

Premium Included

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS the City of Anaheim, a municipal corporation of Orange County, California, has awarded to _____ License No. _____, hereinafter designated as "Principal", a contract for _____; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, we _____, Principal, and _____ as surety, are held and firmly bound unto the City of Anaheim, a municipal corporation, in the penal sum of _____ (\$_____) Dollars, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the hereby bounden Principal, his or its heirs, executors, administrators, successors and assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

FURTHER, the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or this bond, or of the work to be performed thereunder shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and surety herein named, on the _____ day of _____, 20_____. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

By _____

By _____

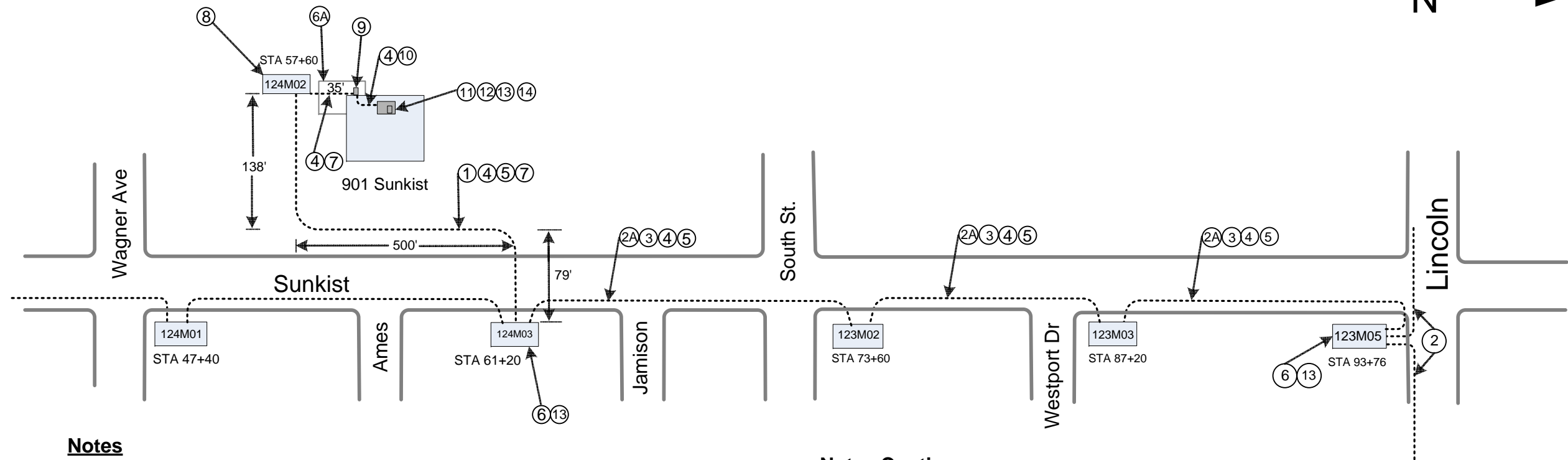
SURETY

By _____

SPECIFICATIONS AND SCOPE OF WORK

1. The Proposer must respond to all the terms and conditions listed in the preceding pages.
2. Provide a current SPIN (Service Provider Identification Number) to work with the SLD e-rate process. See <http://www.universalservice.org/sl/providers/step01/default.aspx> for more information on obtaining a SPIN.
3. Work Plan.
 - 3.1. The company will install fiber optic cable from the Sunkist Branch Library located 901 South Sunkist, Anaheim CA 92806 to a point where it will connect up with the City of Anaheim fiber network.
 - 3.2. See the attached sheets for scope and specifications of work.
4. The company will provide warranty information on all equipment described in this Scope of Work.
5. The company will describe the availability of technical support and the costs associated with various levels of support over the five-year period of the e-rate lifespan.
6. Provide costs and description of project plan
 - 6.1. Provide Total Cost of Ownership figures for equipment described by the company over the five-year period.
 - 6.1.1. Provide all setup and installation costs
 - 6.1.2. Include all acquisition cost of equipment with e-rate funds.
 - 6.1.3. Include the acquisition cost of equipment not eligible for e-rate funds.
 - 6.1.4. Include the cost of maintenance services for e-rate eligible equipment.
 - 6.1.5. Include the cost of maintenance services for equipment not eligible for e-rate.
 - 6.1.6. Include and explain the costs of equipment and services ineligible for e-rate.
 - 6.1.7. The e-rate Eligible Services List is posted at http://www.universalservice.org/_res/documents/sl/pdf/ESL_archive/EligibleServicesList_112108.pdf
 - 6.2. Provide a detailed project plan to include setup, installation and testing.
 - 6.3. Include an estimated timeline to complete the project.

Fiber Optics Access to Sunkist Library



Notes

- ① Directionally bore furnish & install 3-1.25" SDR-9 conduit - 36" deep from comm vault 124M03 to Sunkist Library
- ② Existing fiber optics cable path.
- ②A Mandrel existing 4" conduit and install pull-rope, if required
- ③ Furnish and install 3-1.25" innerducts SDR 13.5; Blue, Orange, Green solid colors with pull ropes thru existing 4" conduits
- ④ Install Utilities-furnished 24-strand FO cable in above & UG route
- ⑤ Install Utilities-furnished locate wire
- ⑥ Install Utilities-furnished splice enclosures
- ⑥A Existing perimeter block wall
- ⑦ Furnish and install 1-1.25" PVC SCH 80 conduit - 24" below ground under/through existing perimeter wall and then surface mount the conduit on existing unistrut. Stub the conduit into the enclosure installed under ⑨

Notes Continue

- ⑧ Install a Utilities-supplied 17"x30" pull box and ground rod. Furnish and install ¾" gravel 6" deep for drainage. Label it 124M02
- ⑨ Install Utilities-supplied NEMA 3R 12"x12"X4" enclosure on Library building wall. Core a 1.5" hole through the library wall.
- ⑩ Furnish and install 1-1.25" splitduct fire rated innerduct in ceiling
- ⑪ Existing 23" equipment rack
- ⑫ Install Utilities-furnished fiber optics patch panel
- ⑬ Splice new fiber optics strands
- ⑭ Test the new fiber segment from CHW 4th floor to Sunkist Library – ODR & power loss measurements at 1310 & 1550nm

CITY OF ANAHEIM PUBLIC UTILITIES DEPARTMENT ELECTRICAL ENGINEERING DIVISION		
FIBER OPTICS ACCESS TO SUNKIST LIBRARY		
901 S Sunkist St.		
PROGRAM: XXXX - XX	DRAWING NO.	REV.
PROJECT: 0900000046-02	FO - TC364	0
SCALE: NONE		
SH. 1 OF 1		

G:\TELECOMMUNICATIONS\FIBER OPTIC\FO - TC\FO - TC364.DWG

REFERENCES	NO.	DATE	REVISIONS	W/O	DRAWN BY	DSNR.	ENGR.	P.E.	FLD. SUPT.	ENGR. MGR.
	0	10-13-09		1000170-03						

NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ADDITIONAL UNDERGROUND FACILITIES MAY EXIST, OR THE LOCATION OF THE FACILITIES MAY DIFFER FROM THE LOCATIONS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DETERMINE THE EXACT LOCATION OF ALL SUCH UNDERGROUND FACILITIES PRIOR TO COMMENCEMENT OF ANY WORK OR ANY LOCATION WHICH MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR CONTINUOUS AND PROPER OPERATION.



Bid List for Sunkist Library Fiber Access (901 S. Sunkist)

	Item Description	Qty	Unit	Unit Cost	Extended Cost
1	Obtain all required permits from City of Anaheim	1	Lot		
2	Mandrel existing 4" conduit and install pull-rope.	2,400	ft		
3	Test a 24FOC reel prior to installation	1	lot		
4	Provide all equipment necessary to pick up material from Utilities warehouse, enter vaults, for traffic control, and for the pedestrians.	1	Lot		
5	Install Utility-supplied self-laminated tags on all new underground cables and conduits.	20	Each		
6	Supply and install ultra-polish SC jumpers at the new patch panels installed.	4	Each		
7	Furnish and install 3-1.25" SDR 9 conduit - 36" deep from comm vault 124M03 to 124M02 at Sunkist Library. Use directional bore or open trench method. Cost includes backfill, compaction, sidewalk/street repairs, potholing and other related costs in accordance w/Anaheim's Public Works standards.	752	ft		
8	Furnish and install 3 - 1.25" innerducts (solid colors blue, orange, and green) SDR 13.5 with pullropes in each innerduct	2,400	ft		
9	Install Utilities-furnished 24-strand FO cable in UG and above ground routes	3,500	ft		
10	Install Utilities-furnished locate wire in blue innerduct	3,200	ft		
11	Install Utilities-furnished splice enclosures	2	ea		
12	Install a Utilities-furnished 17"x30" pull box and ground rod. Furnish and install 3/4" gravel 6" deep from drainage. Label it 124M02	1	ea		
13	Furnish and install 1-1.25" splitduct fire rated innerduct in ceiling	75	ft		
14	Install a Utilities-furnished 12"x12"x4" NEMA 3R enclosure on the side of the building wall. Core a 1.5" hole through the Library wall.	1	Lot		
15	Furnish and install 1-1.25" PVC SCH 80 conduit - 24" below ground under/through existing perimeter wall and then surface mount the conduit on existing unistrut. Stub the conduit into the enclosure installed under the NEMA 3R 12"x12"x4" junction box mounted on Library building wall.	40	ft		
16	Install Utilities-supplied fiber optics patch panel	1	ea		
17	Splice new fiber optics strands	10	ea		
18	Install Utilities-supplied fiber optics jumpers	4	ea		
19	Test the new fiber segment from CHW 4th floor to Sunkist Library - OTDR & power loss measurements at 1310 & 1550nm	2	ea		
20	Install/Repair fiber optic route as directed by COA Staff.	T&M	T&M	T&M	\$5,000.00
21	Mobilization	1	Lot		
	Total (Item 1 to 21)				