



REQUEST FOR PROPOSALS (RFP) NO. 2023-132

CLOSING DATE AND TIME: AUGUST 22, 2023 - 2:00 P.M.

RELOCATION OF FIBER OPTIC LINES ON FP LUCAS

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites qualified providers to submit Proposals to furnish the City with Fiber Optic Services, complying with the following specifications as listed herein.

Proposals will be accepted to identify a contractor who has the resources, experience and qualifications to provide a variety of fiber optic services to the City. The City will utilize these contractors on an 'as needed' basis to assist City Staff with a variety of fiber optic services such as repairs, connections, installations, and relocations over the course of the contract.

A sealed copy of the Proposal may be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 757 N. Galloway, Mesquite, Texas 75149. Proposals may also be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP No. 2023-132; Multi-Year Fiber Optic Services," so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered in a sealed envelope or box to Ryan Williams, Manager of Purchasing, City of Mesquite, 757 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Tuesday, August 22, 2023, at 2:00 p.m. Faxed bid proposals will not be accepted.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal, you may contact purchasing@cityofmesquite.com.
2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. Proposals must be **received in triplicate with one complete consolidated electronic copy of files in PDF format on a flash drive**, on this form, prior to the closing date and time to be considered. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
6. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
7. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid proposal award.
8. A completed W-9 form will be required within five business days once notification has been received.
9. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
10. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

11. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
12. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
13. This Contract may be terminated at any time with thirty-(30) day's written notice by either the City of Mesquite or successful proposer.
14. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.
15. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the services being proposed may result in rejection of your bid proposal.
16. The City is exempt from all sales and excise taxes.
17. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein such a variation exists. Failure to completely describe the services being proposed may result in rejection of your proposal.
18. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
19. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
20. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
21. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent winning proposer once notification has been received.
22. The Contract is included for respondent's information so that respondents may be familiar with their contents and requirements. **Respondent shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

23. The successful respondent's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
24. Any deviations from specifications and alternate responses must be clearly shown with complete information provided by the respondent. They may or may not be considered by the City.
25. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
26. The City reserves the right to require additional technical information and negotiate all elements which comprise the Vendor's response to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals
27. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

Check List:

- Statement of Qualifications Response Form
- Completed Statement of Qualifications (3 originals + 1 flash drive with consolidated SOQ)
- Prohibition on Contracts with Companies Boycotting Israel
- Conflict of Interest Questionnaire
- Secretary of State Filing Certificate/Partnership Agreement

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Tentative Schedule

FOR

**RELOCATION OF FIBER OPTIC LINES ON FP LUCAS
City Contract No. 2023-132**

| | |
|---|------------------------------------|
| 1 st Public Advertisement | Thursday, August 7, 2023 |
| 2 nd Public Advertisement | Thursday, August 10, 2023 |
| Deadline for Bidding Questions | 5:00 p.m., Friday, August 18, 2023 |
| Open Bids <i>(Bid openings are held on Tuesdays and Thursdays)</i> | 2:00 p.m., August 24, 2023 |
| Agenda Item & Council Briefing Completed | August 22, 2023 |
| *Council Awards Contract | September 5, 2023 |
| Notice to Proceed via Work Authorization | TBD |

(Assumes rapid execution of contract documents by the Contractor with proper insurance)

REQUEST FOR PROPOSALS

Bid No. 2023-132

Sealed responses as set forth and required in the request for qualifications (either of which shall hereinafter be referred to as the "RFP") addressed to the Mayor and City Council of the City of Mesquite, Texas will be received at the office of Ryan Williams, Manager of Purchasing at the Municipal Center, 757 N. Galloway Ave., Mesquite, Texas 75149 until

2:00 p.m. on Thursday, August 22, 2023, for the following: **RELOCATION OF FIBER OPTIC LINES ON FP LUCAS, City Contract No. 2023-132.**

As set forth in this RFP the City intends to identify a contractor to perform the relocation of two fiber optic conduits and cable approximately 9,200 linear feet each, remove abandoned facilities, and assure functionality of new fiber optic lines along FP Lucas Boulevard.

No pre-submittal conference will be held. Any questions regarding this solicitation must be submitted **by 5:00 P.M., August 18, 2023**, to allow time for response prior to the proposal due date.

Submissions must include the following on the exterior of the package:
Response to Request for Relocation of Fiber Optic Lines on FP Lucas.

Inquiries regarding this Request for Proposals must be submitted by email to Tracy Romo, Engineering Contracts Administrator, to the following: tromo@cityofmesquite.com. Emailed requests must include the following reference on the email subject line: **RFP for Relocation of Fiber Optic Lines.**

The right is reserved by the City of Mesquite to reject any and all submittals.

CITY OF MESQUITE, TEXAS

Sonja Land
City Secretary

CITY CONTRACT: 2023-132

Publish: August 7, 2023
August 10, 2023

Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please do not offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict of Interest Questionnaire*** (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

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

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**INSURANCE VERIFICATION PROGRAM
LETTER OF AUTHORITY**

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite
c/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.

EXHIBIT B
City of Mesquite Minimum Insurance Requirements

CITY OF MESQUITE MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTS

| | A | B | C | D | E | F |
|--|------------------|-------------------------|---|-----------------------|--|-------------------------|
| Contractor / Vendor Services | Financial Rating | Business Auto Liability | Commercial General Liability | Workers' Compensation | Employers' Liability | Professional Liability |
| Construction <i>Contractor Controlled</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | Statutory | \$100,000 Limit Ea. Acc/Disease/ Aggregate | N/A |
| Engineering / Architect <i>Design</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg for contracts under \$50K \$2,000,000 Agg for contracts over \$50K | N/A | \$100,000 Limit Ea. Acc/Disease/ Aggregate | \$1,000,000 Clims. Made |
| Building/Equipment <i>IT Tech</i> <i>Outsourced Labor Svcs</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A * | \$100,000 Limit Ea. Acc/Disease/ Aggregate | N/A |
| Information Technology <i>Software</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A | N/A | \$1,000,000 Clims. Made |
| Consulting Services <i>Financial/Business/Other</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A | \$100,000 Limit Ea. Acc/Disease/ Aggregate | \$1,000,000 Clims. Made |
| Prof. & Licensed Svcs. <i>Survey/Appraisal</i> <i>Real Estate</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A | \$100,000 Limit Ea. Acc/Disease Aggregate | \$1,000,000 Clims. Made |
| Communications <i>Print/ Media</i> <i>Public Relations</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A | \$100,000 Limit Ea. Acc/Disease/ Aggregate | \$1,000,000 Clims. Made |
| Entertainment/Recreation <i>Labor & Services</i> | A- (VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A * | \$100,000 Limit Ea. Acc/Disease/ Aggregate | N/A |

A: Coverage shall be provided by a carrier approved to do business in the state of Texas and rated at least "A- (VII)" in A.M. Best's Key Rating Guide.

B: Applies "when" operating vehicles to provide specified service (on City property, as part of service other than meetings, product delivery, etc.) Limits shall be no less than indicated amount, Combined Single Limit Each Occurrence. City is to be an Additional Insured on the AL policy.

C: Limits shall be no less than indicated amount per Occurrence and Aggregate limits. All insurance policies shall be written on a primary basis and be non-contributory with any other coverages carried by the City. City is to be an Additional Insured on GL and AL policies. City requires the contractor indemnify it from liability arising out of contractor's employee injuries. Must also include a Waiver of Subrogation (W.O.S.) on the GL policies.

D: Statutory Workers' Compensation coverage is required on all new* Construction Projects including buildings*, Waterworks, Road & Bridge infrastructure, with a "W.O.S.". E: Employers' Liability coverage limits of not less than specified amounts. City shall be an Additional Insured with waiver of subrogation. City requires the contractor indemnify it from liability arising out of contractor's employee injuries on City Property and projects.

F: Professional Liability coverage shall be maintained from project inception and for no less than two years past project completion or termination date.

* The City of Mesquite reserves the right to alter minimum insurance requirements at any time, based on the project or service value, and perceived risk of adverse loss.

Crime coverage shall be required if a contractor or vendor directly handles or has access to computer systems that administer City money, securities or other negotiable instruments.

**PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING ISRAEL**

Chapter 2271 of the Texas Government Code, provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean 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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit 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 exists to make a profit.

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, does hereby verify on behalf of said
(Name of Company)

company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

Date of Certification

Non-Exclusion Affidavit - System for Award Management (SAM)

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (*Contractor Representative*), hereby certify that neither I nor _____ (*Name of the company or organization I represent*) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Notary

Sworn to and subscribed before me this _____ day of _____, 20__

Notary Public in and for _____ County, _____ (Insert State Name)

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name of Company _____

Address _____

Phone _____

Email _____

Fax _____

Bidder (Signature) _____

Bidder (Print Name) _____

Position with Company _____

Signature of
Company Official
Authorizing This Bid _____

Company Official
(Printed Name) _____

Official Position _____

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 201__.

(Notary Public in and for the State of Texas)

(Printed Name of Notary)

My commission expires _____

Scope of Services

There exists two 1.5-inch fiber optic conduits in Faithon P Lucas Boulevard. As part of a road widening project of FP Lucas Blvd, the two fiber line conduits and cables must be relocated between McKenzie Road and Cartwright Road. One of the conduits contains a 144 ct fiber cable belonging to the Mesquite Independent School District (MISD) and the other conduit contains a 72 ct fiber cable belonging to the City of Mesquite (COM).

Services include the installation of two new 1.5-inch conduits, a new 144 ct fiber optic line in accordance with MISD standards, a new 72 ct fiber optic line in accordance with COM standards, removal of existing cables and manholes, and to furnish and install splice closure, provide fusion splice, and test the cable for functionality.

Terms and Conditions

The proposer shall be an established cabling installation contractor that currently maintains a locally run and operated business registered and fully licensed to perform the described work within the State of Texas.

The proposer shall have a minimum of five (5) years' experience in underground facility maintenance/repairs and underground facility installations. Written documentation shall be provided with the proposal confirming experience.

The proposer shall provide satisfactory evidence that he maintains a fully staffed service organization capable of providing all services listed in the Scope of Services section of this RFP.

All items shall be new and be the most current revision of that item. All items shall be delivered in first class condition, including all packaged accessories and containers suitable for shipment and storage.

Throughout the performance of this contract, the proposer agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

1. **LAWS AND REGULATIONS:**

The proposer's attention shall be directed to the fact that all applicable Federal and State Laws, Municipal Ordinances, Local Codes and any other rules and regulations of all authorities having jurisdiction over the services outlined in this RFP shall apply, and they shall be deemed to be included in the contract the same as though herein written out in full.

It shall be the responsibility of the proposer to make themselves aware of local codes and permit requirements and other details concerning all services listed in this RFP.

A City of Mesquite Franchised Utility Permit will not be necessary. Permitting with MISD may be required at the sole discretion of the Mesquite Independent School District.

2. **SAFETY:**

Safety is the foremost concern in any contract operation. On this particular contract, unsafe acts or operations will not be tolerated, to the point of shutdown and termination of Proposer. The proposer's services take place in areas that are 100% public. Therefore, in addition to the workers, consideration must also be made for the public and for private property.

Guidelines for safe conduct have been established by various agencies. Therefore, safety considerations and procedures will comply with the following codes as applicable:

All areas:

- OSHA Standards and Regulations
- TXDOT Highways and Streets
- Utility companies maintaining private right-of-way
- Federal Freeways/Interstate Highways
- County (County Roads)

City of Mesquite Standards and Regulations

Compliance with all Federal, State, and Local laws, ordinances, and regulations concerning health and safety is mandatory.

Work Zone traffic control shall be in accordance with the current Texas Manual on Uniform Traffic Control Devices and the City of Mesquite Work Zone Traffic Control Guidelines. The City of Mesquite Engineering Department will provide free copies of their publication to the Proposer upon request.

The Proposer will provide a safety plan to MISD prior to commencing work, this will entail company contacts, safety manuals, OSHA logs, and any pertinent safety related material. A weekly progress/safety meeting will be held weekly involving the MISD field superintendent(s), City of Mesquite representative and MISD's/City of Mesquite's Design Engineer(s). The past week and anticipated hazards will be discussed, with preventive measures outlined. For new types of activities, a hazard analysis form will be filled out and discussed with any subcontractor. Previous hazard analyses (as applicable to present work) will also be reviewed at this time. During the week the MISD field superintendent will inspect the work sites. Any violations will immediately be brought to the attention of the Proposers supervision and corrected. MISD will correct violations and back charge the Proposers should the Proposers not correct these item(s). Continued violations will be reason for termination of Proposer. The City of Mesquite and MISD together insist on having a quality, productive, and safe project.

Special Notes:

- a) Hard hats and reflective vests will be worn by all personnel in work areas at all times. No exceptions.
- b) Traffic control safety work areas will be inspected each day at each site. Work site(s) not in compliance will be shut down until the necessary safety signs are in place. No exceptions.
- c) Proposer will provide evidence that a written Confined Space Procedure, complying with the latest OSHA standards, will be adhered to. The Proposer will provide a copy of their written procedure to MISD prior to any work that may involve entering a confined space.
- d) All excavations left unattended or open shall be properly barricaded or plated (1" steel plate if in the street) until temporarily backfilled or complete restoration has been performed as dictated by permitting authorities. During any non-working hours, Proposer shall place steel plates over any open trenches that would pose a threat to vehicular traffic. The steel plates shall be of sufficient thickness to withstand the weight of a vehicle and anchored in place to prevent movement. Open trenches not exposed to vehicular traffic shall also be covered with 1 1/8" plywood (or equal) and anchored in place.
- e) The proposer will adhere to all OSHA regulations, which also includes proper shoring of all trenches and pits.

Statement of Qualifications Format and Requirements

Response to this RFP should be limited to **single-sided 8½"x 11" sheets with a maximum of 15 sheets** excluding forms to be included in the Appendix. Three hard copies and one digital copy shall be submitted to the City for review. Digital copy should be a single document in pdf format and provided on a small, portable device that connects to a computer via a USB port (i.e. flash drive).

Required Sections:

1. **City of Mesquite Statement of Qualifications Response Form** – This form can be found in the attachments of the RFQ.
2. **Qualifications of Responding Contractor** – The responding contractor shall provide written pertinent information about the company. Section should include:
 - a. Local Office(s) Qualifications detailing the following for each local office (for the purpose of this RFP, the term 'local office' refers to offices located within the North Central Texas region):
 - i. Location Address
 - ii. Resources available
 - b. Company's overall ability to complete the work.
 - i. Resources available that the company would be able to allocate to the project
 - ii. Describe your Quality Assurance/Quality Control processes, including your progress tracking system(s).
 - iii. Describe all elements to your approach, including how your approach and address contingencies that may arise during projects and how to resolve issues within the project team. Indicate the firm's approach to the following three situations:
 1. Short-notice repair situations.
 2. New connection or installation requests.
 3. Relocation of existing fiber optic lines/conduits for right-of-way changes.
 - iv. Sub-contractors and their qualifications, if applicable.
3. **Specific Project Experience** – The responding contractor shall provide written pertinent information about the company's related experience within the past 5 years and within the City of Mesquite and/or North Texas region. Each project listed should include a reference with contact information. Previous project experience should describe at a minimum:
 - a. Project location and description
 - b. Company's role (primary, subconsultant, etc.)
 - c. Project owner with contact information
 - d. Project manager within the firm
 - e. Approximate date of project
4. **Bid Prices**

Project Bid Schedule

| Item | Description | Quantity | Measurement | Rate |
|------|--|----------|-------------|------|
| 1 | Place one 1.5" HDPE Conduit – City of Mesquite | 8367 | LF | |
| 2 | Place one 1.5" HDPE Conduit - MISD | 8367 | EA | |
| 3 | Install Old Castle 28" x 48" concrete MH-MISD | 8 | EA | |
| 4 | Install Old Castle 30" x 48" x 36" Quazite HH-Mesquite | 8 | EA | |
| 5 | Furnish and Install Corning 72F Cable – City of Mesquite | 9167 | LF | |
| 6 | Furnish and Install Draka Comteq 144F cable – MISD | 9167 | LF | |
| 7 | Remove all existing fiber optic cable | 18334 | LF | |
| 8 | Remove existing communication manholes | 16 | EA | |
| 9 | Furnish and install OSP splice closure | 4 | EA | |
| 10 | Furnish Splice and test fiber optic cable | 432 | EA | |
| 11 | Permitting | 1 | EA | |

Unit Pricing Definitions

BID ITEMS 1 & 2: PLACE MISD or City of Mesquite 1.5" HDPE DUCT - Trench/Directional or Bore/Hand Dig.

Furnish and install 1-1.5" HDPE SDR 11 with a minimum depth of 42" of cover from finished grade. This line item is inclusive of all work necessary to place this duct by any means such as directional bore, trench, hand dig, plow, etc. Backfill and restore the area to as good as or better than original condition or as required by the governing agency. This unit rate will include all traffic control, potholing, compaction tests, asphalt/concrete sawing and replacement, rock cutting, additional depth that is required, importing/exporting of material and all associated surface restoration. This item is measured from outer edge of handhole/manhole to the outer edge of the next handhole/manhole. This unit rate will include proofing and plugging conduits, entrance and receiving pits required, and all associated surface restoration. This item includes all labor and materials required to complete the work in accordance with the Specifications noted in this RFP and the MISD Construction Specification document. This item shall be billed in full to the appropriate owner.

BID ITEM 4: HANDHOLE INSTALLATION- All Surfaces Paved or unpaved. Place 30"x 48 x 36" Polymer Concrete Handhole - Quazite Part # PG3048BA36, or approved equivalent. This unit includes all traffic control, potholing to verify the suitability of the location for placement, digging to the required depth and placing 6" of gravel rock bed placement, placement of manhole, proper backfill and compaction, setting to grade, termination of conduit, installing plugs on conduit, and restoration of the surface or pavement to original or better condition. This item includes all labor and materials required to complete the work in accordance with the Specifications noted in this RFP and the MISD Construction Specification document.

BID ITEM 5: INSTALL 72F Single Mode Armored Fiber - Corning, or approved equivalent - City of Mesquite. Part # SEE TECHNICAL SPECIFICATIONS CITY OF MESQUITE FIBER OPTIC INTERCONNECT. This unit includes furnishing 72F cable, pulling the fiber optic cable with the required 600 pound break away swivel, and required traffic control. A 100 ft slack coil, unless specified otherwise on the plans, will be placed in designated manholes/handholes and securely racked. Once the cable is in place, identification tags and plugging of all inner-ducts is required. This unit rate also includes cable lubricant, rollers, etc. and all work required in placing the cable in accordance with MISD specifications. Measurement is based on fiber feet. There will be NO splices in the fiber installed in the backbone except at reel ends. Final payment of this item will be paid after the fiber is spliced and tested to prove no damage has occurred during placement One continuous cable is required unless under written directive by MISD Project Manager, All pulling wheel diameters shall be a minimum of 40 times the diameter of the cable being placed.

BID ITEM 6: INSTALL 144F Single Mode Armored Fiber – Draka Comteq – MISD. Part# F-LTH-1A1J-12-BB-144-B3, or approved equivalent. This unit includes furnishing 144F cable, pulling the fiber optic cable with the required 600 pound break away swivel, and required traffic control. A 100 ft slack coil will be placed in designated manholes/handholes and securely racked. Once the cable is in place, identification tags and plugging of all inner-ducts is required. This unit rate also includes cable lubricant, rollers, etc. and all work required in placing the cable in accordance to MISD specifications. Measurement is based on fiber feet. There will be NO splices in the fiber installed in the backbone except at reel ends. Final payment of this item will be paid after the fiber is spliced and tested to prove no damage has occurred during placement. One continuous cable is required unless under written directive by MISD Project Manager. All pulling wheel diameters shall be a minimum of 40 times the diameter of the cable being placed.

BID ITEM 9: FURNISH AND INSTALL OUTSIDE SPLICE CLOSURE. TYCO ELECTRONICS Part# FOSC450-BS-2-24-1 -NOV, or approved equivalent. This unit includes all necessary materials and labor to install 144 fiber splice closure. This unit shall be installed per manufactures recommendations. Unit includes 1 splice tray.

BID ITEM 10: FUSION SPLICE AND TEST FIBER. This unit includes all necessary materials and labor to fusion splice and test FOC-per fiber in the field. Includes end-to end electronic test results.

Technical Specifications – City of Mesquite Fiber Optic Interconnect

All materials and work shall be performed per the Texas Department of Transportation *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*, 1994 Edition (TxDOT Standard Specifications) except as modified herein.

TS-1 Fiber Optic Cable

This work shall consist of furnishing and installing a fiber optic cable of the type, size and number of fibers specified.

General Requirements

Materials and Equipment

Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products. **The fiber optic cable shall be OFS BrightWave, Corning or approved equal** conforming to the following specifications. The fiber optic shall be manufactured utilizing Corning or OFS glass fiber conforming to the following specifications. All materials and equipment furnished shall be completely free from defects and poor workmanship. All fibers shall be glass and be manufactured by Corning, OFS or pre-approved equal. The cable shall be rated for gigabyte data bandwidth. All fiber shall be loose tube construction for both indoor and outdoor installation. Indoor cabling shall use plenum rated conduit to within less than 50 foot of point of termination eliminating the requirement to convert to indoor cable.

Contractor Qualifications

Trained and experienced personnel shall supervise the fiber optic cable installation. Qualified technicians shall make the cable terminations and splices. The Contractor upon request of the Engineer shall provide documentation of qualifications and experience for fiber optic equipment installations. The Engineer shall determine if the Contractor is qualified to perform this work. The Contractor shall have attended a certified fiber optic training class mandated by these specifications prior to starting work.

Codes Requirements

The fiber optic cable installation shall be in accordance with or exceed all minimal requirements of State codes, National codes, and manufacturer codes as applicable.

Miscellaneous Equipment

The Contractor shall furnish and install all necessary miscellaneous connectors and equipment to make a complete and operating installation in accordance with the plans, standard sheets, standard specifications, special provisions, and accepted good practice of the industry.

General Considerations

The cable shall meet all requirements stated within this specification.
The cable shall be new, unused, and of current design and manufacture.

Fiber Characteristics

All fibers in the cable must be usable fibers and meet required specifications.

Multi-mode Fiber

- Core diameter: 62.5 +3.0um

- Cladding diameter: 125.0 +2.0um
- Core-to-cladding offset: <3.0um
- Coating diameter 250 +15um
- Graded Index
- Attenuation uniformity: No point discontinuity shall be greater than 0.25 dB, except terminations or patch cords, at either 850nm or 1300nm. The coating shall be a layered UV cured acrylate applied by the fiber manufacturer. The coating shall be mechanically or chemically removable without damaging the fiber.
- Factory cable rating shall be 3.5 dB/KM at 850 nM and 1.0 dB/KM at 1300 nM, or less. Installed tolerance shall be less than 3.85 dB/KM at 850 nM and less than 1.1 dB/KM at 1300 nM, testing tolerance.
- All fiber cables shall be Gigabyte rated, i.e. multimode shall be 200/500 Meter for 850 and 1300 nM respectively based on a 10 dB power budget..

Single-Mode Fiber

- Typical core diameter: 8.3um
- Cladding diameter: 125 +1.0um by fiber end measurement
- Core-to-cladding offset: <1.0um
- Coating diameter: 250 +15um
- Attenuation uniformity: No point discontinuity shall be greater than 0.1 dB, except terminations or patch cords, at either 1310nm or 1550nm. The coating shall be a layered UV cured acrylate applied by the fiber manufacturer. The coating shall be mechanically or chemically removable without damaging the fiber.
- Factory cable rating shall be 0.35 dB/KM at 1310 nM and 0.25 dB/KM at 1550 nM. Installed tolerance shall be less than 0.44 dB/KM at 1310 nM and less than 0.33 dB/KM at 1550 nM, testing tolerance.
- All fiber cables shall be Gigabyte rated, i.e. single mode shall be 28 KM for 1310 nM and 40 KM for 1550 nM based on a 10 dB power budget.
- All Single mode fiber shall be rated for multi-frequency, four frequencies, equivalent to the AllWave OFS specification and shall be rated to withstand extended aging under water impregnation conditions.

Fiber Specification Parameters

All fibers in the cable shall meet the requirements of this specification. The testing tolerance attenuation specification shall be a maximum attenuation for each fiber over the entire operating temperature range of the cable when installed.

The change in attenuation at extreme operational temperatures for single-mode fibers shall not be greater than 0.20 dB/km at 1550 nm, with 80 percent of the measured values no greater than 0.10 dB/km at 1550 nm.

Optical fibers shall be placed inside a loose buffer tube, minimum six (6) fibers per tube, normally twelve (12) fibers per tube. Actual number of fibers per tube shall be twelve fibers per tube unless specified differently on the Plans.

- Multimode only – each buffer tube shall contain 12 or 6 fibers.
- Single-mode only – each buffer tube shall contain 12 or 6 fibers.

The buffer tubes will meet EIA/TIA-598, “Color coding of fiber optic cables.”

All fiber cables shall be Gigabyte rated, i.e. multimode shall be 200/500 Meter for 850 and 1300 nM respectively and 5000 Meter for 1310 and 1550 nM.

Single-mode fibers shall be placed in the first buffer tubes. Multimode fibers shall be in the remaining buffer tubes. Fiber count, tubes of fiber, shall be as specified on the plans.

Fillers shall be included in the cable core to lend symmetry to the cable cross-section where needed.

The central anti-buckling member shall consist of a glass reinforced plastic rod. The purpose of the central member is to prevent buckling of the cable.

The cable shall use a completely dry cable design without the use of gels and filling compounds. Dry water blocking material shall be used around the buffer tubes as well as internal to the tubes. Water blocking gels shall not be acceptable on this project. Gel, termed "icky-pic", shall not be acceptable for this project.

Buffer tubes shall be stranded around a central member. Acceptable techniques include the use of the reverse oscillation, or "SZ", stranding process.

All dielectric cables (with no armoring) shall be sheathed with medium density polyethylene. The minimum nominal jacket thickness shall be 1.4 mm. Jacketing material shall be applied directly over the tensile strength members and flooding compound. Cable jacketing shall utilize the newer designs to provide maximum flexibility without loss or appreciable dB attenuation. Cable diameter shall not exceed 0.50 inch.

The jacket or sheath shall be marked with the manufacturer's name, the words "optical cable", the year of manufacture, number of fibers, type of fiber (SM or MM) and sequential feet or meter marks. The markings shall be repeated every one-meter or three feet. The actual length of the cable shall be within -0/+1% of the length marking. The marking shall be in a contrasting color to the cable jacket. The height of the marking shall be approximately 2.5 mm. A copy of the manufacturer fiber definition and shipping sheet identifying all tests, results and fiber indexes shall be provided to the Engineer on delivery of cable to the City or shall be included with a contractor's listing of place(s) of installation when installed by a Contractor.

The maximum pulling tension shall be 600 pounds (2700 N) during installation.

Where ever possible, six (6) buffer tubes with twelve (12) fibers each, or subsets specified, shall be provided and designated as follows:

| <u>Buffer Tube/Fiber</u> | <u>Tube/Fiber Color</u> |
|--------------------------|-------------------------|
| #1, 1st tube or fiber | blue |
| #2, 2nd tube or fiber | orange |
| #3, 3rd tube or fiber | green |
| #4, 4th tube or fiber | brown |
| #5, 5th tube or fiber | slate |
| #6, 6th tube or fiber | white |
| #7, 7th tube or fiber | red |
| #8, 8th tube or fiber | black |
| #9, 9th tube or fiber | yellow |
| #10, 10th tube or fiber | violet |

| | |
|-------------------------|------|
| #11, 11th tube or fiber | rose |
| #12, 12th tube or fiber | aqua |

Quality Assurance Provisions

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100 kpsi.

All optical fibers shall be 100% attenuation tested at the manufacturer. The attenuation of each fiber shall be provided with each cable reel. The measured attenuation shall be for both 850 and 1300 frequency for multimode and 1310 or 1550 frequency for single mode. This documentation shall be provided with each spool. The Contractor shall designate on the Plans and on this documentation the location where each spool has been installed and provide this data to the Engineer.

Cable Installed in Ducts and Conduits

A suitable cable feeder guide shall be used between the cable reel and the face of the duct and conduit to protect the cable and guide it into the duct off the reel. It shall be carefully inspected for jacket defects. If defects are noticed, the pulling operation shall be stopped immediately and the Engineer notified.

Precautions shall be taken during installation to prevent the cable from being “kinked” or “crushed”. A pulling eye shall be attached to the cable and used to pull the cable through the duct and conduit system. A pulling swivel shall be used to eliminate twisting of the cable. As the cable is played off the reel into the cable feeder guide, it shall be sufficiently lubricated with a type of lubricant recommended by the cable manufacturer. Dynamometers or breakaway pulling swing shall be used to ensure that the pulling line tension does not exceed the installation tension value specified by the cable manufacturer. The mechanical stress placed on a cable during installation shall not be such that the cable is twisted or stretched. The pulling of cable shall be hand assisted at each controller cabinet. The cable shall not be crushed kinked or forced around a sharp corner. If a lubricant is used it shall be of water-based type and approved by the cable manufacturer. Sufficient slack shall be left at each end of the cable to allow proper cable termination. The minimum slack amounts shall be as follows:

- 34” or 4’ x 4’ Pull Box, or any box where cable ends – As indicated on plans, 100 foot minimum
- 24” x 14” or Type D Pull Box – As indicated on plans, 6 foot minimum

Storage of minimum slack cable in controller cabinets and additional slack at pull boxes shall be coiled. The slack coils shall be bound at a minimum of 3 points around the coil parameter and supported in their static storage positions. The binding material and installation shall not bind or kink the cable. Storage of additional slack cable adjacent to conduit risers and support poles shall be as visibly marked/tagged as “CAUTION – FIBER OPTIC CABLE”. Maximum length of cable pulling tensions shall not exceed the cable manufacturer’s recommendations.

All fiber cables shall be marked with a metallic, or preapproved identifier in the pull box adjacent to the traffic signal cabinet or hub cabinet and on the cable in the traffic signal cabinet or hub cabinet at the point of termination. The identifier, both in the cabinet and in the pull box, shall indicate the direction the cable is going, cable contents [SM or SM/MM], and the abbreviated location for the other end destination. Fiber cabling between traffic controllers and adjacent hub locations shall be outdoor rated, loose tube fiber, when not linked by a direct, continuous conduit installation.

Minimum Bend Radius

For static storage, the cable shall not be bent at any location to less than ten times the diameter of the cable outside diameter or as recommended by the manufacturer. During installation, the cable shall not be bent at any location to less than twenty times the diameter of the cable outside diameter or as recommended by the manufacturer.

Placement in Existing Conduit

Check all existing conduit shown on the plans to be used for installation of wire and cables to verify that it is clear and continuous and useable for the intended purpose. Find and repair any sections of conduit which are found to be unacceptable before the cable installation is started.

Test all existing empty conduit to be used on this project or conduits where all existing cables are to be removed (or removed and replaced) by pulling a mandrel through the conduit. Use a mandrel that has a diameter no less than 70% of the inside diameter of the conduit and a length of 2 in. Clean and/or replace all sections of existing conduits that will not allow passage of the mandrel so that the mandrel WILL pass thru the conduit to the satisfaction of the Engineer. After the mandrel test is completed successfully, clean the conduits with a rubber swab slightly larger in diameter than the conduit. Install a nylon pull line with minimum test strength of 200 lb. in the conduit for use in installing the wire and cables.

Locating Cable

Along with the fiber optic cable, one (1) #10 AWG THHN, 600 volt single conductor cable (identifier conductor), orange in color, shall be pulled with six feet (6') slack in each pull box for use as a locating cable. The locating cable shall be connected to the grounding rod in the 34" pull box adjacent to each controller and shall be continuous between each controller location. No separate payment will be made for the locating cable.

Fiber Cable Testing

Each section of the cable shall be tested for continuity and attenuation as a minimum. If the attenuation is found not to be within the acceptable nominal values, the Contractor shall use an optical time domain reflectometer (OTDR) to locate points of localized loss caused by bends or kinks. If this is not successful the Contractor shall replace the damaged section of cable with no additional payment. Splices will not be allowed to repair the damaged section. After all fiber cable is installed between traffic controller cabinets and fiber links between fiber distribution points (FDP) complete links, all fibers, whether terminated or non-terminated, shall be tested with an OTDR. All fibers terminated shall be tested with a power meter. The Contractor may jumper termination points at controller cabinets to minimize the number of tests and run a single OTDR test between several controller cabinets, subject to the range of the OTDR. **Links between FDP's shall be tested separately.** Each OTDR trace, for documented test result submittal, shall be displayed individually and not be combined with other fiber traces as overlays. **Multimode fiber shall be tested using 1300 nm and single mode fiber shall be tested at 1310 nM. The results of the OTDR test shall be provided on an electronic media (disk) and paper printout.** The OTDR wave, pictorial diagram of dB loss over the length of fiber tested, shall be provided along with the measured data values. The printout shall contain the manufacturer's fiber optic Index of Refraction to the third decimal point for the fiber provided. The Contractor shall provide the Engineer with a written report showing all the values measured compared to the calculated values for length and coupler/connector losses at the completion of these tests. Outdoor patch cords between FDP and controller units less than 151 feet do not need be OTDR tested.

Documentation provided to the Engineer shall include a written indication of every splice, termination, patch cord, etc. for cable being measured. Power meter measurement recordings shall indicate the exact measured distance [OTDR or field measurement with cross reference for oscillation multiplier] on the sheet showing the power meter readings. Any deviations between fiber readings in the same tube shall be notated for OTDR graphs as well as deviations greater than 5% on power meter readings. Rated values for acceptable installation shall be based on the following parameters:

| | |
|--|------------------------------|
| Patch cords/Pigtails | .60 MM & .15 SM dB each |
| Unicam Terminations | 1.0 dB set of 2 [In and Out] |
| Splices | 0.08 each |
| 1 KM = 0.3077 KF where KF is 1000 feet | |

Data documentation shall include for each test between cabinets or between FDP sites, the length of fiber as measured by OTDR, frequency used in test on OTDR by each fiber type, distance to each splice, termination or patch cord jumper, dB loss rating by manufacture from spool documentation, index of refraction by type of fiber in section, and the dB loss of each section as measured in the final test for each fiber. A special test shall be made on all continuous spliced fiber from start to end that includes the total dB loss measured and the OTDR plot on electronic disk. Splice points shall be identified on the trace.

Splices

The 24 and 48 fiber cables shall be installed in continuous runs between controller cabinets and/or hubs, the 72 fiber cables shall be installed in continuous runs between future hub locations. No splices shall be allowed, unless shown on the plans or for testing. Only mechanical splices, Siecorm CamLite or approved equal will be allowed, when specified, such as testing of non-terminated fibers. Splices, where specified, shall be by fusion splice and shall be installed using an automatic fusion splicer. Splices between two fibers leaving the cabinet shall be supported in splice trays installed in splice enclosures. All splices shall be protected by heat shrink tubing designed for fiber optic splicing applications. Fibers being terminated in two separate termination or splice enclosures shall be supported between enclosures by the use of buffer tubing or approved equal support material or shall be pigtail patch cords. Termination / splice enclosures shall be separated by less than 12 inches unless a conduit is installed between enclosures. All splices shall be performed by an automated splicer device that verifies the final splice termination quality. All splices shall be nominally .03 to .05 dB loss but shall be less than a 0.08 dB loss.

Measurement

This Item will be measured by the foot of fiber optic cable furnished, installed, spliced, connected, and tested.

Payment

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fiber Optic Cable System" of the type, and number of fibers as applicable. This price is full compensation for furnishing and installing all cable; for relocating cables as required; for pulling through conduit or duct; testing; splicing; connecting; cleaning of conduit, locating cable, and for materials, equipment, labor, tools, documentation, warranty, training and incidentals.

TS-2 Conduit

Conduit shall be supplied and installed per TxDOT Standard Specification 618 and per TxDOT Standard Plan Sheet ED(1)-03 except as modified in the plans or these specifications.

All conduit shall be HDPE, with the exception of segments where portions of the run are installed above ground as indicated in the plans, in this case Rigid Metal conduit shall be utilized. Conduit types shall not be mixed for a particular run (between boxes, pole bases, cabinets or building entrances) except as noted on Standard Plan Sheet ED(1)-03.

Conduit bends and elbows shall be of adequate radius to be installed in a manner that allows the fiber optic cables to be installed without exceeding the bending and pulling requirements of the cables.

All conduits to be installed that are not indicated in the plans to have cables installed in them shall have a locating cable (as per the fiber optic cable specification) and pull rope installed in them. No separate payment will be made for these items.

Measurement

This Item will be measured by the foot of conduit, per TxDOT Specification 618.4.

Payment

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Conduit" of the type and size specified, per TxDOT Specification 618.5. No differentiation in payment will be made for installation method (e.g. trenching or boring).

TS-3 Ground Box

Type A, B, C, D and E Ground Boxes shall be supplied and installed per TxDOT Standard Specification 624 and per TxDOT Standard Plan Sheet ED(3)-03 except as modified in the plans or these specifications.

The 34" Round Ground Box and 4' x 4' Vault shall be manufactured by Oldcastle Precast as detailed in the plans and shall be supplied and installed per TxDOT Standard Specification 624 and per TxDOT Standard Plan Sheet ED(3)-03 except as modified in the plans or these specifications. The concrete apron may be omitted for these boxes.

The lids of the boxes shall be imprinted with "MESQUITE – FIBER OPTICS".

A ground rods shall be installed in each box per TxDOT Standard Plan Sheet ED(3)-03 and the locate wire(s) installed with the fiber optic cable and in empty conduits shall be connected to the ground rod. No separate payment will be made for the ground rod and clamp.

Conduits shall be installed into the box in a manner that allows the cables to be installed in the conduits and coiled within the box without exceeding the bending and pulling requirements of the fiber optic cables.

Cable hooks shall be installed on each wall of the box (3 hooks in the round boxes), sufficient to coil the indicated slack cable and keep it suspended off the floor of the box.

Replacement of existing boxes, where indicated, shall include removal of the existing box and installation of the new box. If removal and re-installation of existing cables in the box is required that necessitates taking a portion of a traffic signal or other equipment out of operation, 2 working days notice shall be provided to the City Engineer before any outage and the contractor shall provide appropriate traffic control, including directing of traffic by a police officer, if required. Removal of the existing box, pulling and reinstalling cables, modifying existing conduits and necessary traffic control shall be subsidiary to the ground box bid item.

Measurement

This Item will be measured as each ground box, complete in place.

Payment

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the type of Ground Box indicated. This price shall be full compensation for excavation; furnishing and placing all materials, apron, backfill, and all labor, tools, equipment, transportation, and incidentals.

TS-4 Traffic Control Notes/ADA-TAS Notes

Traffic control note: contractor shall provide traffic control plan, at least 48 hours prior to any work in a city street. Traffic control measures shall conform to part VI of the Texas Manual on Uniform Traffic Control Devices and the City of Mesquite Work Zone Traffic Control Manual. Traffic control measures shall be installed for any work activity that takes place on or adjacent to any city street or roadway. The city engineer may require the traffic control plan to be designed and sealed by an engineer licensed in the state of Texas.

Traffic control device note: contact traffic engineering division, 972-216-6215, at least 48 hours prior to work requiring the removal or relocation of traffic signs, traffic control equipment or other traffic control appurtenances.

Accessible pedestrian routes on public rights-of-way and private property shall comply with Americans with Disabilities Act accessibility guidelines (ADAAG) and Texas Accessibility Standards (TAS). Design and construction of all curb ramps on public rights-of-way shall be in accordance with Texas Department of Transportation standard detail ped-05, sheets 1 through 4. Design and construction of all sidewalks shall be in accordance with City of Mesquite standard details with passing areas having a minimum 5-foot by 5-foot size at intervals not exceeding 200 feet. Curb ramps that are part of accessible routes on private property may be constructed in accordance with TXDOT standard detail ped-05, sheets 1 through 4, or may be constructed in accordance with a design submitted and approved by the Texas Department of Licensing and Regulation.

STATEMENT OF QUALIFICATIONS RESPONSE FORM

2023-132 Relocation of Fiber Optic Lines on FP Lucas

Firm Name: _____

Name of Person(s) authorized to represent the consultant in any negotiations and sign any contract(s) that may result:

Name Title

Please provide the address for the local office

Address: _____

City: _____ State: _____ Zip: _____

Provide contact information should the City have any questions or updates regarding this RFQ/SOQ:

Name: _____

Title: _____

Phone: _____

Email: _____

PROPOSAL EVALUATION

The contract shall be awarded to the most qualified proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

The selection matrix, indicating scoring categories and criteria, to be used by the selection committee when evaluating Proposals is included as an attachment for reference. Selection will be based on demonstrated expertise and experience. Other important traits for successful project execution are the ability of the firm to work in partnership with City of Mesquite staff and management and with other consultants and contractors who may be part of a project and the ability of the firms to respond in a timely manner to any issues that may arise.

EVALUATION SCORING MATRIX
RFP 2023-132 Relocation of Fiber Optic Lines on FP Lucas

Reviewer:

Date:

| Criteria | Points Available | Score |
|--|------------------|-------|
| General | | |
| Qualifications of Firm <ul style="list-style-type: none"> • Average amount of annual work performed in North Central Texas • Well-developed safety processes and procedures • Ability to maintain project schedule and budget • Length of time in business | 25 pts | |
| Specific Project Experience <ul style="list-style-type: none"> • Project experience similar to those in Mesquite or the North Texas Region within the past 5 years • Familiarity with City of Mesquite and Mesquite Independent School District fiber system • References with contact information | 25 pts | |
| Bid Prices <ul style="list-style-type: none"> • Lowest prices shall receive full amount of points (25 pts). • Proposals that do not contain the lowest bid prices shall receive points based upon a percentage of the proposal with the lowest prices. For example: $(\text{not low bidder prices}) / (\text{low bidder prices}) = \text{percentage of total points}$ | 50 pts | |

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via e-mail to purchasing@cityofmesquite.com before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

TERMINATION FOR DEFAULT

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- ◆ meet delivery or completion schedules
- ◆ otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.

CONTRACT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into on _____, 20__ by and between the **CITY OF MESQUITE, TEXAS**, a municipal corporation, of the County of Dallas and State of Texas, acting through Cliff Keheley, City Manager, hereinafter termed the CITY, and **ENTITY NAME**, a **What Type of Legal Entity**, with offices located at **Full Street Address, City, State Zip Code**, hereinafter termed the CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

The CONTRACTOR shall perform all of the work as specified in the contract documents such work generally described as:

**STREET REPAIRS FOR BIG TOWN BLVD,
CITY OF MESQUITE CONTRACT NO. 2023-102**

Plans and Specifications prepared by:

PUBLIC WORKS – ENGINEERING DIVISION

All work shall be performed at the CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete the work, in accordance with the Contract documents.

II. CONTRACT DOCUMENTS

The Contract documents shall consist of the following:

1. this Contract;
2. all addenda issued prior to award of Contract;
3. the bid specifications including the advertisement for bid, instruction to bidders, bidder's bid form, plans, and drawings (if any);
4. the City of Mesquite General Design Standards;
5. the Standard Specifications for Public Works Construction (North Central Texas Fifth Edition November 2017), Division 100, as amended and supplemented by the City of Mesquite by Addendum (hereinafter referred to as the "General Provisions");
6. a Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price, which Bond shall be in a form acceptable to the City, shall guarantee the work in accordance with the plans and specifications for a period of one (1) year after acceptance by the City, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of one (1) years from the date of acceptance by the City;
7. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price;

and

8. the Contractor's bid/proposal and any other documents identified as pertaining to this Contract, all of which have been identified by the CITY and the CONTRACTOR.

These Contract documents constitute the entire agreement between the CITY and CONTRACTOR, and all are fully incorporated herein. The Contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract documents, the inconsistency shall be resolved by giving precedence to the Contract documents in the order in which they are listed above. The Contract may be altered, amended or modified only as provided in the general or special provisions. These Contract Documents supersede all oral or written previous contemporaneous agreements between the parties relating to matters in this Contract.

III. TIME OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

The work to be performed under this Contract shall be commenced by the CONTRACTOR upon final execution of this Contract and notice from the CITY to proceed. All work to be performed under this Contract shall be substantially completed within 120 calendar days of the date of commencement of the work, subject to extensions of time provided in accordance with the Contract documents. Time is of the essence in this Contract and it is understood by the CONTRACTOR and CITY that actual damages caused by the failure of the CONTRACTOR to complete the work within the stated time are impractical or extremely difficult to fix or ascertain, and that per diem deduction from the Contract price shall be retained by the CITY as payment by the CONTRACTOR of liquidated damages, and not as penalty for such failure. Such liquidated damages to be assessed and retained are set forth in the General Provisions.

IV. CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the performance of the work, subject to additions and deductions by change order or as otherwise provided in the provisions of this Contract, in current funds the Contract sum, which has been bid as a separated contract in compliance with the Texas Tax Code, as follows:

Total sum: **INSERT CONTRACT AMOUNT IN WORDS (\$INSERT IN NUMBERS)**

V. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the CITY by Public Works, Engineering Division (referred to herein as "City Representative") and the CONTRACTOR shall fully comply with any and all instructions from said City Representative. With execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the CITY in the amounts herein required, performance and payment bonds in accordance with the provisions of V.T.C.A. Government Code, Chapter 2253 if this is a public work contract in excess of fifty thousand dollars (\$50,000.00).

VI. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

The CONTRACTOR is required to follow all provisions of Chapter 2258 of the Texas Government Code in the hiring and payment of all skilled and unskilled labor used on this contract. The CONTRACTOR must pay the prevailing wage rates as shown on the attached Wage Decision.

VII. DISCLOSURE OF CONFLICTS OF INTEREST AND COMPLIANCE WITH OTHER APPLICABLE LAWS

The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect the CONTRACTOR or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, the CONTRACTOR is put on notice that the CITY will require the CONTRACTOR to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, CONTRACTOR must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

VIII. INSURANCE

The CONTRACTOR agrees to provide and to maintain the types and amounts of insurance set forth in the General Provisions and to include the CITY as an additional insured in all policies providing coverage for the term of this Contract.

IX. CHOICE OF LAW, VENUE AND CONTRACT INTERPRETATION

The obligations of the Parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or law principles of Texas or any other State. Although this Contract is drafted by the CITY, should any part be in dispute, the parties agree this Contract shall not be construed more favorably for either Party.

X. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this Contract will continue in full force and effect.

XI. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XII. MISCELLANEOUS

Pursuant to Section 2271.002, Texas Government Code, CONTRACTOR hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

CONTRACTOR further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if CONTRACTOR employs at least ten (10) fulltime employees and this Contract has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity, CONTRACTOR represents that: (i) the CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the CONTRACTOR will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the CONTRACTOR is a company with at least ten (10) or more full-time employees and this Contract has value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental entity, the CONTRACTOR represents that: (i) the CONTRACTOR does not boycott energy companies; and (ii) will not boycott energy companies during the term of the Contract.

XIII. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Contract in the year and day first written above.

**CITY OF MESQUITE
(CITY)**

(CONTRACTOR)

By: _____
Cliff Keheley
City Manager

BY: _____
(signature)

TYPED NAME: _____

TITLE: _____

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:
David L. Paschall, City Attorney

By: _____
Assistant City Attorney

SAMPLE CONTRACT

EXHIBIT "A"
CONSULTANT'S PROPOSAL

EXHIBIT “B”

MINIMUM INSURANCE REQUIREMENTS

For Engineering Service Contracts in the Amount of \$50,000 or less:

- General Liability for bodily injury, death, or property damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$500,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit.

The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.

- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the Employer’s Liability, as well as the General Liability coverage.
- All Certificates must provide for at least 30-day’s notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

For Engineering Service Contracts in an Amount greater than \$50,000:

- General Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$1,000,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit required.

The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.

- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the Employer's Liability, as well as the General Liability coverage.
- All Certificates must provide for at least 30-day's notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.

All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.