City of Opelika, Alabama

Opelika Light and Power (OLP)
RFP

‘SMART GRID’ FIBER OPTIC NETWORK
ENGINEERING, DESIGN, AND CONSTRUCTION

Friday, November 5, 2010

CITY OF OPELIKA
REQUEST FOR PROPOSALS

SHIRLEY WASHINGTON
PURCHASING AGENT
OFFICE: (334) 705-5120
FAX: (334) 705-5128
PROPOSAL DATA

PROPOSAL NUMBER: B11-008

COMMODITY TITLE: Smart Grid Fiber Optic Network, Engineering, Design, and Construction

USER DEPARTMENT: Opelika Light & Power

BUYER: Shirley Washington

BUYER TELEPHONE: (334) 705-5120

ISSUE DATE: Friday, November 5, 2010

PROPOSAL DUE DATE

DAY/DATE: Monday, December 6, 2010

TIME: 2:00PM

MAILING ADDRESS:
CITY OF OPELIKA
PURCHASING DEPARTMENT
204 S 7th Street
PO BOX 390
OPELIKA, AL 36803-0390
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The City of Opelika Purchasing Department will receive sealed proposals for the Smart Grid Fiber Optic Network Engineering Design & Construction per the following bid request guidelines. Proposals must be received by 2:00 PM on Monday, December 6, 2010. Late proposals will not be opened nor returned.

PROPOSALS MAY BE MAILED TO: The City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

PROPOSALS MAY BE DELIVERED TO: The City of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36803-0390
1 INTRODUCTION

Opelika Light and Power (OLP), a municipal utility and department of the City of Opelika, Alabama is preparing to install a Smart Grid fiber optic network capable of providing advanced services to the utility and community. These services may include, but are not limited to, SCADA communications, automatic meter reading, power outage detection, automated distribution, load control, demand response, real time data collection, remote connect/disconnect, prepaid services, etc. The installation of a robust, technologically advanced infrastructure will enable Opelika Light and Power to successfully achieve these goals while positioning the utility with the capability to deploy broadband services including voice, video, and data.

1.1 OLP Fiber Project and Network Overview

The City of Opelika, AL is located in Lee County on I-85 about 20 miles south of the Georgia/Alabama border. OLP, as a department of the City of Opelika, is addressing the communication needs of the utility for Smart Grid applications, as well as addressing the future broadband needs of the citizens so all will have ready access to the network. It is anticipated that the fiber network will pass an estimated 13,200 customers, which represent every home and business within the city boundaries of Opelika, see Appendix B for network service area. In addition, it is estimated that there will be 250 miles of fiber optic cable plant, with approximately 85% of the plant being aerial and 15% underground installation. Bidder shall use both the estimated number of passing’s and estimated mileage to calculate their “Not to Exceed” pricing. The Outside Plant Fiber network will be designed as a FTTH network with an initial 1 x 32 splitter ratio and will utilize passive optical networking equipment with the associated OLT ports in the headend/hubs and ONT’s at the premise. Various configurations of ONT’s for business, residential and MDU’s are required. The network may also support some point to point direct fiber connectivity. Construction will be ADSS in the safety zone where Opelika Light and Power occupies the power zone and in the communications space where power zone is occupied by others. All NAP (network access point) locations will be transitioned from safety zone to communication zone to make the system more user-friendly for installations.

1.2 Project Assumptions

OLP is seeking a single Bidder/Contractor to design and construct the Outside Plant Smart Grid fiber network.

OLP will purchase all materials, based on the recommendations of bidder. Bidder/Contractor will store, warehouse, and manage the materials during the
construction of the fiber network and return all unused materials upon completion of the build.

This Smart Grid fiber network will be a FTTH solution and the following assumptions can be made for the purposes of this bid:

- GPON would be our preferred technology. Extra feeder fibers should be pulled to local convergence cabinets for dark fiber point-to-point connections. The feeder fiber needs to be increased so split ratios can be reduced (i.e. 1:16). Feeder fibers should double the number of 1:32 splitters in each cabinet. The extra fibers need to be network wide. The successful bidder will need to provide cabinets that provide point to point capabilities.

- OLP prefers the network to be designed with a maximum of 1 X 32 splits. OLP also prefers a centralized splitter design instead of distributed splitters.

- OLP will use the FTTH network to interconnect to existing automated meter reading at some point in time. The meters will use wireless technology to connect to the network but may use another form of wireless besides 802.11x so therefore extra fibers will also need to be provided for this purpose.

- The successful bidder will be responsible for obtaining all permits, rights-of-way, and easements. All permits should be in the name of the OLP and the city will incur the cost of the permit.

- It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction.

2 RFP INSTRUCTIONS, DEFINITIONS, AND SCHEDULE

The Bidder’s RFP response should be prepared simply and economically, providing straightforward and concise descriptions of the Bidder’s capabilities to satisfy the requirements of this RFP.

False or inaccurate information will result in the rejection of the Bidder’s response. Once the bid has been submitted, material, process, design changes or product substitutions may not be made without prior written consent of OLP.
2.1 Bid Title
The bid title for this project is “OLP Smart Grid Fiber Optic Network Engineering, Design, and Construction.”

2.2 Definitions
Please note the following definitions of terms as used in this RFP.

- **Request for Proposal** – The solicitation of a formal technical and cost proposal, including qualifications statement.

- **Bidder** – Individual or firm, including any and all subcontractors, who submit a formal proposal and which may or may not be successful in being awarded the procurement.

- **Contractor** – Individual or firm, to which OLP awards the contract.

- **OLP** – Opelika Light & Power and “Owner” are used interchangeably.

2.3 Examination of Documents
Bidders should carefully examine this RFP. It is the Bidder's responsibility to become familiar with the community of Opelika and other factors that may impact the Smart Grid network construction. It will be assumed that the Bidders have done such inspection through examinations, inquiries, and investigation.

Bidders shall address all items as specified in this RFP. Failure to address specified items may disqualify a Bidder from further consideration.

Submission of a proposal shall constitute evidence that the Bidder has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of this project.

2.4 RFP Modifications
Owner reserves the right to modify or change any information presented in this RFP as more information becomes available or as architectural/technological details are further defined. Any RFP modifications will be provided to all potential bidders by email.
2.5 Responsibility for Costs

The Bidder shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Bidder prior to issuance of an agreement or contract. Owner shall not assume any contractual obligation as a result of the issuance of this proposal request, the preparation or submission of a proposal by a Bidder, the evaluation of proposals or final selection.

2.6 RFP Submission of Proposal

2.6.1 RFP responses must be received no later than 2:00 P.M., Central Time, December 6, 2010. All RFP’s must be clearly marked “OLP Smart Grid Fiber Optic Network Engineering, Design, and Construction”. Proposals received after the designated date and time will not be opened nor returned.

2.6.2 All proposals are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation for Proposal, the Proposal Number and the Opening Date. Facsimile and telephone proposals will not be accepted. Submit Three (3) original hardcopies and one (1) electronic copy in Adobe Portable Document Format (PDF) via CD/DVD. Electronic version should be formatted identically to hard copy version.

2.6.3 All proposals shall be typewritten or completed in black ink.

2.6.4 In order to be considered, all proposals must be signed by an authorized officer or agent of the company submitting the proposal.

2.6.5 All proposals must be typewritten on standard 8 1/2” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Any examples requested and not included within the section must be clearly cross-referenced to the appropriate tab.

2.6.6 Clearly mark any confidential or proprietary information as such. All attempts will be made by OLP to keep information confidential.

2.6.7 RFP response must be delivered in a sealed package on or before the due date, and must follow the format indicated in Section 5 “RFP Format and Contents” of this document.
2.6.8 Proposals, which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals may be rejected.

2.6.9 Any proposal submitted with corrected errors shall have the correction initialed by the person signing the proposal.

2.6.10 Proposer’s price may be submitted on Company letterhead.

2.6.11 Proposers State of Alabama Contractor’s License Number & Professional Engineering License Number shall be noted on the exterior of the Proposal Envelope.

2.6.12 Submit responses to:

The City of Opelika
Purchasing Department
204 South 7th Street
P.O. Box 390
Opelika, AL 36803-0390

2.7 RFP Inquiries
Any potential Respondent seeking clarifications of any part of this Request for Proposals (RFP) must submit its questions in writing via email, including carbon copy email, no later than November 15, 2010 to:

Derek Lee
Title: Director
Business Phone: (334) 705-5570
Fax Number: (334) 705-5148
Email: dlee@ci.opelika.al.us (CC: kmccall@ci.opelika.al.us)

Derek Lee will be the single point of contact for all questions.
From release of RFP through the proposal due date, no Respondent or representative of any responding company shall make direct contact with Opelika except in writing via email. Respondents may direct written questions to Opelika’s listed contact, and Opelika will answer all questions within three (3) days. Opelika will provide all submitted questions and answers to all known respondents.

Respondents must submit all requests for clarification or questions within ten (10) calendar days of release of the RFP. Opelika will distribute answers promptly. Opelika will not reveal the identity of the organization submitting the question(s).

2.8 Schedule of Activities
Each interested Bidder is required to submit intent to respond. Please complete Exhibit C in full and return it by the specified date.

OLP has established the following schedule:

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issue Smart Grid Fiber Network RFP</td>
<td>November 5, 2010</td>
</tr>
<tr>
<td>Final Acceptance for Bidders’ Questions</td>
<td>November 15, 2010</td>
</tr>
<tr>
<td><strong>RFP Responses Due</strong></td>
<td>December 6, 2010</td>
</tr>
<tr>
<td>Notify of Selected Design/Build Firm</td>
<td>TBD</td>
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2.9 Exceptions
Bidders agree by their proposal to the RFP requirements to abide by the procedures set forth therein. Material modifications in the description or responsibilities of the parties will not be accepted.

2.10 Confidentiality
OLP shall use its best efforts to preserve the confidentiality of any business proprietary or confidential information submitted by the Bidder which is clearly designated as such by the Bidder. Given that OLP is a municipal corporation, it has commitments and obligations subject to “freedom of information” laws or similar statutory disclosure requirements. OLP is subject to full compliance with these laws and statutory requirements. Compliance with these laws or statutes shall be deemed not to constitute a breach of requested confidentiality of a given proposal response to the RFP.

2.11 Effective Period of Proposal
The proposal shall be binding upon the Bidder for one-hundred eighty (180) days after the proposal due date. The Bidder may withdraw or modify their proposal at any time prior to the due date upon written request,
signed in the same manner and by the same person who signed the original proposal.

3 EVALUATION CRITERIA

The City reserves the right to evaluate all proposals, waive any technical or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of OLP.

Owner will evaluate each response and make judgment based on the following criteria in no particular order:

- Conforming to the RFP and project approach (10%)
- Qualifications and experience of the company and key staff (25%)
- Ability to perform and financial stability of the Firm (20%)
- Unit costing and pricing for the project (25%)
- Project timeline (10%)
- Review of references and previously completed projects (10%)

OLP reserves the right to award all proposals in their entirety or part, whichever, in its opinion, best serves the interest of OLP.

OLP shall be sole judge as to a proposal meeting the needs of OLP.

If for any reason OLP and the winning bidder cannot execute an agreement, OLP will re-evaluate the remaining firms and may select the next qualified bidder or reject all bids.
4 TERMS AND CONDITIONS

4.1 Indemnification
Bidder shall agree to indemnity and hold harmless OLP from any and all loss, damage, etc. resulting from the Bidder’s work on behalf of OLP, except in the case of OLP’s sole negligence.

4.2 Award of Contract
A letter indicating the selection of the successful Bidder will be issued by OLP. This letter will state that the Bidder has been tentatively selected to build the Fiber network system and that a contract will be awarded upon, and only upon, successful contract negotiation with the Bidder.

Upon issuance of the letter of Bidder acceptance, it shall be necessary for OLP and the Bidder to negotiate a mutually acceptable detailed contract based on this document and the Bidder’s proposal. The contract will indicate all approved exceptions, all agreements reached during negotiations, any options approved, implementation schedule, and final acceptance criteria. The resulting contract document shall be used as the basic project document and shall be considered binding on both parties. If a Bidder has a standard contract they prefer, they should include a copy with the proposal for the city’s review.

4.3 Bid Bond
Bidders must submit with their proposals a certified check or a bid bond in an amount of not less than five percent (5%) of the final “not to exceed” price. The bid bond will be returned to all other bidders upon signing of a contract with the successful Bidder. However, this bid bond shall be retained if the successful Bidder fails to execute a contract and furnish satisfactory performance and payment bond to cover the full amount of the contract within ten (10) days of the award of the contract. OLP may then award a contract to another bidder or call for other proposals as OLP may deem best.

4.4 Performance and Payment Bond
Having satisfied all conditions of award, as set forth elsewhere in these documents, the successful Bidder shall, within ten days, furnish acceptable surety bonds as follows:

A performance bond in the amount of one hundred percent of the contracted amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of OLP.
The term of the bond commences with the initial contract and is fulfilled when Owner has tested and accepted the initial network installation and materials specified below.

A payment bond in the amount of one hundred percent of the contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of Alabama and shall become effective upon the awarding of the contract.

Performance and payment bonds may be in the format ordinarily used by the surety company and shall bear the same date as, or a date subsequent to that of, the contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the otherwise successful Bidder to execute a contract and to supply the required bond or bonds within the required time after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon response determined sufficient by the Owner, may constitute a default, and the Owner may either award the contract to the next lowest, responsible bidder or re-advertise for bids.

**4.5 Warranty**

To protect the investment of the Owner, the successful Bidder shall fully guarantee all hardware, materials, and workmanship for a minimum period of one year. Deficiencies, any non-conforming or defective work which occur within the first year after system acceptance will be corrected by the successful bidder within thirty (30) days following notification by the Owner and at no additional cost to Owner. The original warranty period for any item corrected will remain in effect.

**4.6 Certificate of Acceptance**

Once final inspection and acceptance has occurred as per the terms and conditions of the contract, the successful Bidder must submit a certificate of acceptance before final payment will be made by OLP.

**4.7 Assignment**

The Bidder shall not assign in whole or in part any contract resulting from this RFP without the prior written consent of the Owner. The Bidder shall not assign
any money due or to become due to him under said contract without the prior written consent of the Owner.

4.8 Suspension for Noncompliance with Contract Requirements
Owner may order suspension of any work in whole or in part for such time as deemed necessary because of the failure of the Bidder to comply with any of the requirements of this agreement.

When the Owner orders any suspension of the work, the Bidder shall not be entitled to any costs or damages resulting from such suspension.

4.9 Materials
Any materials furnished by bidder shall be of quality workmanship and material. The bidder represents that all material offered in their proposal shall be new and unused.

All material shall be delivered F.O.B. destination. Delivery costs and charges for all materials shall be included in the proposal, unless otherwise stated in the proposal.

4.10 Billing and Payments
The vendor shall submit an invoice in duplicate to:

   The City of Opelika
   Accounting Department
   PO Box 390
   Opelika, AL  36803-0390

Payment shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.

OLP will make payment to the vendor upon receipt of invoice, and acceptance of the item(s) or service by OLP.

Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination, when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.
4.11 Certificate of Insurance

The Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors, if applicable.

**Minimum Scope of Insurance:**

- General Liability
- Auto Liability, if applicable
- Worker’s Compensation Insurance
- Professional Liability, when applicable

**Minimum Limits of Insurance:**

General Liability — No less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit. An Excess Umbrella coverage amount of $5,000,000 is required.

**Auto Liability:**

No less than $1,000,000 per occurrence combined single limit per accident per for bodily injury and property damage.

**Workers Compensation and Employers Liability:**

*Workers Compensation as required by the State of Alabama and Employers Liability* limits of no less than $500,000 for bodily injury per accident.

**Professional Liability**

No less than $1,000,000 in coverage for professional liability and negligence is required.

**Deductibles and Self-Insured Retention:**

Any deductible or self-insured retention must be declared to and approved by the Owner.

**Other Insurance Provisions**

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor insurance to be considered primary for losses that occur as a direct result of the contractor’s actions. The policy should cover OLP for any liability arising out of the activities performed by or on behalf of the contractor, including products
and completed operations of the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of the protection afforded to OLP, its officers, officials, employees or volunteers.

2. Any insurance maintained by the OLP shall be in excess of the contractor's insurance.

3. Coverage shall state that the contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

4.12 Verification of Coverage
The Bidder shall furnish OLP with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to OLP on standard form before a contract is valid.
5 RFP FORMAT AND CONTENTS

To help ensure that all proposals receive the same considerations, a standard layout for submittal is required.

<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
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<tbody>
<tr>
<td>1</td>
<td>Letter of Transmittal</td>
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<tr>
<td>2</td>
<td>Table of Contents</td>
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<tr>
<td>3</td>
<td>Executive Summary</td>
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<td>4</td>
<td>Bidder Information</td>
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<tr>
<td>5</td>
<td>Engineering, Design and Construction</td>
</tr>
<tr>
<td>6</td>
<td>Pricing</td>
</tr>
<tr>
<td>7</td>
<td>Additional Information</td>
</tr>
</tbody>
</table>

The topics must be organized under the specific section as stated above and indicated appropriately. Each topic must be addressed in the Bidder’s RFP response or the response may be rejected.

As stated previously, other than requiring the above sections, Bidders can use their own expertise to provide the required information. Bidders are encouraged to include as much pertinent data and information as necessary to allow the Owner to make an informed and thorough decision. The Bidder should go into enough detail that the Owner can understand the proposed design, its benefits to the Owner, and any qualities that make the proposed design superior to other designs.

5.1 Letter of Transmittal

Provide a transmittal letter with the following:

- A brief Bidder introduction
- Highlights of the Bidder’s qualifications and ability to perform the project services
- The name, title, phone number, fax number, e-mail address, and street address of the person in the Bidder’s organization who will respond to questions about the RFP
5.2 Table of Contents
Provide a table of contents listing each section and the page in which the section begins.

5.3 Executive Summary
Provide an executive summary (less than 3 pages) with the following:
- Why OLP should consider the bidder to construct the fiber optic network
- Bidder's experience and qualifications
- Synopsis of Bidder's methodology specific to this RFP

5.4 Bidder Information

5.4.1 Company Overview
Provide an overview including the following information about your Company:
- Company name, date established, number of employees, business address, phone number, fax number, e-mail address;
- Brief statement of the Bidder's background, demonstrating longevity and financial stability;
- Strategic partnerships;
- Lines of business conducted by company;
- Description of any recent mergers or acquisitions.

5.4.2 Finance
Provide a narrative describing the firm's financial condition and willingness to undertake and complete the project proposed and to furnish equipment and services in accordance with this RFP. Any additional financial information not specifically requested that the bidder believes would prove their financial condition should be provided.

5.4.3 Workforce
Describe the Bidder's organizational structure and breakdown of number of employees by function assigned to this project. Provide a profile for each of the persons holding major project responsibilities. Indicate persons that will be direct participants within the daily activities of the project. Identify what part(s) of the project each person would be responsible for. Identify the qualifications of any employees who may be working in the electric safety zone. Describe your Employee Safety program.
5.4.4 Project Experience
Describe all Smart Grid Fiber and/or FTTH Construction projects your company has performed during the past five (5) years. Only list projects where your company has had prime contractor responsibility. Owner may contact project owners as references. Include the following for past projects:

- Customer name and contact information (phone and e-mail if available)
- Type of customer (ILEC, developer, rural telephone, electric utility, MSO, municipality, etc.)
- Contract start and finish dates
- Size of project (number of homes passed and plant miles)
- Overall scope of the project
- Bidder's role in the project
- Present stage of the project

Bidder must have completed at least five (5) municipal projects, which included engineering, design, and construction on same project.

5.4.5 Bidder History
Provide a statement as to whether the Bidder or any other entity which they control or which has a controlling interest in their operations has

- Filed for bankruptcy within the last five (5) years
- Been suspended or barred from bidding on government contracts
- Been subjected to any federal, state, or local audits
- Had any contracts relevant to the work requested in this RFP terminated either voluntarily or involuntarily within the last five (5) years
- Has had any legal actions brought against them for any illegal activities relevant to the work requested

5.4.6 Insurance
Respondents must provide proof of insurance as stipulated in section 4.9 of this request.

5.4.7 Bid and Performance & Payment Bonds
Each proposal must be accompanied by a Bid Bond payable to OLP for five (5%) percent of the maximum “not to exceed” pricing of the proposal bid. A Performance Bond and Payment Bond, in the
amount of one hundred (100%) percent of the contract price, with a corporate surety approved by OLP, will be required for the faithful performance of the contract.

5.4.8 Non-Collusion Clause
A notarized non-collusion clause must be included in all proposals.

5.4.9 Title VI Compliance
The successful bidder must acknowledge and understand that OLP is an equal opportunity employer. It is the policy of OLP not to discriminate on the bases of race, color, national origin, age, sex, marital status, or mental or physical handicap in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this project, the successful bidder must certify and warrant that it (and any subcontractors) will comply with this policy.

5.5 Engineering, Design and Construction Requirements
OLP requests that each Bidder provide point-by-point response for each section. The Bidder shall provide supporting explanations or additional information as needed. The Bidder must meet the specific requirements listed in this section.

5.5.1 Mapping and Design
Once a successful Bidder is selected, OLP has a GIS mapping department that will provide ESRI based background maps, with pole locations, to the Contractor. Owner will provide electronic maps only. No paper maps will be issued.

The selected contractor must be able comply with Owner mapping standards listed below:

- The Contractor must design the network system according to Owner GIS methods and procedures.
- All fiber design will be done in ESRI or AutoCad format, and must integrate into existing Owner GIS software.
- The Bidder should explain in detail their method of designing and constructing a Smart Grid Fiber Optic deployment in relation to this RFP.
- Bidder should list any and all Fiber Management software platforms they are experienced with. Ultimately, Owner and Contractor will select a Fiber management software platform for Owner’s use.
• All installations shall conform to the National Electric Safety Code. Once agreed upon, Opelika Light and Power crews or others will be performing all make ready. Describe how your firm performs a make ready engineering assessment and how that is to be coordinated with Owner staff.

• If permits are required, all permits will be in the name of Owner and Owner will incur the cost of the permit. Bidder will be responsible for obtaining all DOT, county, utility or city permitting for RR crossings, water crossings, and interstate crossings.

• The bidder should provide reasonable information about their ability to engineering and design a Smart Grid network. Your firm should be able to comply with the following:
  
  ➢ Demonstrate the contractor knowledge of fiber optic standards and specifications including materials required for the construction of the network.
  
  ➢ What methods are used to compile a complete list of materials needed including spare parts?

• What percentage of personnel assigned to the engineering team will be the bidder’s employees versus subcontractors?

5.5.2 Project Management
The respondent must provide information to perform the work as described. Provide a brief summation to the following;

• Provide information about employees that will be working on this project. Information should include resumes, their responsibilities, qualifications and their availability to work on this project.

• The responding firm is to provide an organizational chart. The chart should include all key personnel, their roles and responsibilities.

• Owner will require weekly project meetings. The successful bidder shall have a person onsite capable of representing the company in these meetings.

• The respondent shall assign a project manager to be on-site and describe his roles and responsibilities.

• Please describe how your firm will manage plant materials for this project.

• The respondent’s quality control procedure is to be submitted with their response.
• Owner will track the project using MS Project. A weekly update is required by the successful contractor.
• Obtain all required state and local permits
• Conduct weekly safety meetings with all appropriate personnel, including Owner’s staff when necessary
• Interface with local telco and cable operator in the event of damage to their plant during construction.

5.5.3 Project Schedule
The contractor must provide Owner a timetable outlining the construction process from beginning to end. Milestones should be established to monitor progress. If work is to be performed concurrent with other tasks or is dependent on other activities the respondent should clearly identify the activities within the schedule. If any task or milestone is the responsibility of Owner, please provide this information in the timetable. Updates between the selected firm and Owner are critical during this phase of the project. It is the responsibility of the contractor to provide sufficient manpower and equipment to maintain the schedule once approved by Owner.

5.5.4 Subcontractors
If your firm seeks the help of outside contractors to complete any portion of the project, please provide the following:

• Provide the subcontractor’s company information and its qualifications.
• Bidders have the option of subcontracting parts of the services they propose. The Bidder's proposal must include a description of any anticipated subcontracting arrangements and the information stated below. The successful Bidder shall ensure fulfillment of all contractual provisions by subcontractors. Owner must provide approval if the bidder wishes to include a subcontractor after they have been awarded the contract.

5.5.5 Outside Plant Construction
The selected contractor will be responsible for all outside plant construction and management of field activities including management of Owner provided materials. Please provide the following:
• Owner will purchase all materials related to this project.
• A description of your material management program including material receipt and Owner communications.
• Construction will conform to National Electric Safety Code, OSHA and all manufacturers’ standards.
• The construction team will manage all customer care and notifications during the construction phase. Describe your approach to residential and commercial notification and trouble resolution.
• The construction team will be responsible for all aerial and underground construction of the outside plant. For all underground construction please describe your restoration methods.
• How often has your firm requested change orders during construction projects and how do you facilitate that order?
• Provide Owner with a copy of your general installation procedures and requirements.
• The selected Contractor is responsible for identifying and avoiding all existing utilities and will comply with Alabama One Call requirements and will coordinate with Owner on all locations where plant will be installed underground.
• The selected Contractor will only proceed with installation after Owner approves the attachment and construction methods.
• Describe how Contractor will handle fiber storage.
• Describe how Contractor will conduct traffic control during construction.

5.5.6 Fiber Installation Requirements
The selected contractor will conform to TIA/EIA standards while installing Fiber Optic Cable. Please provide the following information or acknowledgement of Owner’s requirements:

• Accepted Optical Attenuation loss in reference to fiber installation related to this project following TIA/EIA standards.
• Verification of Link Integrity. Optical Time Domain Reflectometer (OTDR) traces revealing a point of discontinuity greater than 0.30 shall be a valid basis for rejection of test fiber by the owner.
• An OTDR will be used by Contractor to test splice loss and to conduct overall analysis. OTDRs utilized will be capable of saving traces in a format generated by EXFO OTDR and software (or equivalent). All OTDR tests will be saved and submitted for sign-off (uni-directional for LCP to NAP testing).
• An Optical Power Meter will be used to measure dB level on each fiber from the Hub to the LCP to verify continuity between fibers (no transposed or “frogged” fibers will be allowed). Power level will be recorded and submitted for sign-off.

• LCP to NAP Spans will be OTDR tested. Each span will be tested at both wavelengths (1310nm and 1550nm) for 30 sec trace time uni-directionally. Tests will be accepted on an overall total loss. Losses will be taken using the OTDR’s measurement analysis. At patch panel traces will include the use of a 1-km launch reel or a 20 meter jumper.

5.5.7 Facility Management
Owner recognizes the need for contractor facilities to complete the construction of the project. All Owner materials will be stored at contractor location and will be the responsibility of contractor until installed into the fiber plant.

5.5.8 Training
Up to five days of on-site training of Owner employees and designated representatives shall be included. If appropriate, the Bidder shall recommend operation and maintenance training of the FTTH network for Owner to consider.

5.6 Pricing
Please complete the unit pricing form in Appendix A. The pricing structure is broken into sections. Please note that each Bidder must additionally submit a total “Not to Exceed” detailed pricing sheet not supplied by Owner. The successful Bidder shall be required to:

• Furnish all consumable supplies, supervision, transportation and other accessories, services and facilities.
• Provide and perform all necessary labor.
• Execute and complete all specified work to the satisfaction of Owner in accordance with good technical practices, with due diligence and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resulting contract.
• Provide on-site project management throughout the implementation, testing and acceptance.
• Provide all test results in electronic format.
• Provide clear and accurate hard copy of As-Built maps.
5.6.1 Invoice and Payment Clause
Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with Owner. The Contractor may submit invoices to the designated Owner Project Manager in accordance with the schedule to be negotiated and included in the contract. Upon approval of each invoice, Owner will process payment to the Contractor. Invoices must provide clear descriptions of the work performed.

5.7 Additional Information
Please include:

- Applicable company brochures
- Construction specification sheets for Smart Grid Fiber and/or FTTH deployments
- Information with regard to Bidder’s resources that are deemed advantageous to the success of the project. This might include other management capabilities and experience, general equipment list, technical resources, and/or operational resources not directly assigned to this project, but available if needed
- Comments about proposed schedule included in Section 2.8 “Schedule of Activities” of this RFP, including whether or not your company can support this schedule, or possible availability dates
- General comments or suggestions
- Solution sketches as appropriate
- Other information Bidder may deem relevant and useful to Owner in the evaluation of the RFP response
- Appropriate business and/or contractor licenses for the state of Alabama and local jurisdictions.
6 GENERAL PROVISIONS

6.1 RFP Acceptance and Rejection
OLP reserves the right to accept any RFP; to reject any or all RFPs; to waive irregularities or informalities in any RFP; and to make the award in any manner deemed in the best interest of OLP.

6.2 Presentations and Site Visits
Selected Bidder(s) may be invited to make a presentation. If so, OLP will notify Bidder of the date and time of its presentation. In addition, selected Bidder(s) may be asked to participate in one or more site visits with Owner representatives to investigate the Bidder’s ability to meet the project requirements. All costs incurred by the Bidder in the presentations or site visits will be the responsibility of the Bidder.

6.3 Selection Criteria
The Owner intends to select and contract with the Bidder that demonstrates, in Owner’s opinion, the highest degree of technical and professional merit. Owner will then negotiate with the selected firm over the technical aspects of the scope of work, deliverables, schedule and fees. However, if a negotiated agreement cannot be reached, Owner may choose to open negotiations with the Bidder that demonstrates the next highest degree of merit.

6.4 Contract Cancellation
If the Bidder’s proposal progresses to a contract for services, OLP reserves the right to terminate all or any part of the contract at any time upon prior written notice to Bidder. Thereafter, Owner will pay Bidder’s costs properly allocated to work performed prior to the termination.
Appendix A
In addition to the unit pricing on the following page as an addendum to Appendix A, each Bidder should submit to OLP, using the general assumptions below, a detailed “Not to Exceed” pricing showing estimated total units for the build. Additionally, Bidder should include any units they believe are not shown below. This “Not to Exceed” pricing will become part of the winning Bidder’s contract.
### Appendix A Pricing Summary

**Assumptions:**
- 212.5 Miles Aerial Fiber, 37.5 Miles UG – Include any additional required backbone fiber
- 13,500 Homes Passed (11,900 Single Fiber Dwellings, 1000 MDU Dwellings –Average 4 Units per Building, 500 Vacant Lots
- Fiber Network for 100% Penetration

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<th>Description</th>
<th>Units</th>
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<td>As-Built Updates</td>
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<td>Materials Management Fee- Aerial</td>
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<td>Install Down Guy</td>
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<td>Install Anchor</td>
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<td>Install Drop Vault</td>
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<td>Splice Closure Prep- Main &amp; Distribution</td>
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<td>Fiber Splicing</td>
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<td>OTDR Testing and Documentation</td>
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<td>Install Patch Panels in Hut/Headend</td>
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Appendix B – OLP Service Area
EXHIBIT A

Non-Collusion Clause

Date: ______________________

RE: Non-Collusion Clause
OLP Smart Grid Fiber Optic Network
Engineering, Design and Construction RFP

Gentlemen:

We do hereby make affidavit that we have not entered into any agreement with any other Bidder to fix the price which he will bid, and that there has been no collusion with any other Bidder. Nor has there been any collusion with any employee or official of OLP or employee of an engineering firm employed by the OLP.

___________________________
Bidding Officer

Subscribed and sworn to before me, a Notary Public, this _____day of ____________, 20___.

___________________________
Notary Public