



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 21, 2012

TorreyPoint
Steve Fazio
1390 Borregas Avenue
Sunnyvale, CA 94089

Dear Mr. Fazio:

The City of Austin approved the execution of a contract with your company for the purchase and implementation of an optical network system in accordance with the referenced master agreement.

Responsible Department:	Communications and Technology Management
Department Contact Person:	Mary Lou McCarver
Department Contact Email Address:	MaryLou.McCarver@austintexas.gov
Department Contact Telephone:	512-974-3074
Project Name:	Purchase and Implementation of Optical Network System
Contractor Name:	TorreyPoint
Contract Number:	MA 5600 NA120000142
Contract No: (Cooperative)	NA
Contract Period:	09/19/12 through 03/15/13
Extension Options:	NA
Dollar Amount:	\$2,508,913.87
Agenda Item Number:	46.
Council Approval Date:	August 2, 2012

A copy of the contract/purchase order will be forwarded via email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Elisa Folco
Contract Administrator
City of Austin Purchasing Office
Finance and Administrative
Service Department

**Contract Between
The City of Austin
AND
TorreyPoint Group LLC ("Contractor")
FOR
Purchase and Implementation of Optical Network System
Master Agreement #: MA 5600 NA120000142**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between TorreyPoint having offices at 1390 Borregas Avenue, Sunnyvale, CA 94089 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MSO0056REBID

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 TorreyPoint's Quote dated July 16, 2012 and Site Survey Form, incorporated herein as Exhibit A.
- 1.1.3 Statement of Work, incorporated herein as Exhibit B
- 1.1.4 Milestone Payment Schedule, incorporated herein as Exhibit C
- 1.1.5 Living Wages and Benefits Certification, incorporated herein as Exhibit D
- 1.1.6 Living Wages and Benefits Employee Certification, incorporated herein as Exhibit E
- 1.1.7 Non-Discrimination Certification, incorporated herein as Exhibit F
- 1.1.8 Non-Disclosure Agreement, incorporated herein as Exhibit G
- 1.1.9 The City's Solicitation, Request for Proposal (RFP), MSO0056REBID including all documents incorporated by reference

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract, including clarifications and exhibits
- 1.2.2 The City's Solicitation as referenced in Section 1.1.8, including all documents incorporated by reference

1.3 Compensation. The Contractor will be paid upon completion of each Phase as indicated in Exhibit B, Statement of Work in the amounts as indicated in Exhibit C, Milestone Payment Schedule. The Contractor's invoice shall indicate the amount

due, less ten (10) percent retainage. Upon final acceptance of Phase 5, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or nonconforming work under the Contract. In consideration for the goods and services to be performed under this Contract, the Contractor shall be paid a total amount not to exceed \$2,024,278.9 with four 1 year terms for Support and Maintenance paid annually in advance in the amount of \$79,163.48 for the 1st year and \$135,157.16 each for years 2-4 for a total contract amount not-to-exceed \$2,508,013.87.

1.4 Clarifications. The following are incorporated into the Contract.

1.4.1 The Contractor's Contract Manager for this engagement shall be Ed Mamon, 630-219-1200, edmamon@torreypoint.com. The Contractor's Project Manager for this engagement shall be Harry Aced, 408-734-1500 ext: 1008, ha@torreypoint.com. The City's Contractor Manager for the engagement shall be Mary Lou McCarver, 512-974-3097, marylou.mccarver@austintexas.gov. The City and Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

1.4.2 Standard Warranty

All ADVA hardware/software includes a 1 – Year Standard Warranty with access to 24x7x365 technical support by phone, maintenance (bug fix) software releases, and return-to-factory coverage with shipment of repaired/replacement parts within 21 business days. The Standard Warranty begins upon receipt of the product at customer's location, and ends after one (1) year. Contractor shall secure and make available to the City the ADVA Standard Warranty.

1.4.3 ADVA Bronze Service and Maintenance is an additional program to the Standard Warranty. Bronze Service and Maintenance includes access to 24x7x365 technical support by phone, maintenance (bug fix) as well as major software release upgrades, and advanced shipment of replacement parts by the next business day. Bronze Service and Maintenance begins upon acceptance of the product (upon installation acceptance) and is invoiced annually in advance of each year of service. Bronze Maintenance is an uplift from the Standard Warranty and the City is provided a discount on the first year of Bronze maintenance to account for the overlap in coverage. Contractor shall secure and make available to the City the ADVA Bronze Service and Maintenance Agreement.

1.4.4 Interlocal Purchasing Agreements

- 1.4.4.1 The City has entered into Interlocal Purchasing Agreements with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the following discounts with the same terms and conditions to other eligible agencies that have an interlocal agreement with the City.

Product/Service	% Off List Price
ADVA FSP3000	65%
ADVA FSP150 Series Ethernet Access Devices	55%
TorreyPoint Professional Services	10%
TorreyPoint Managed Services	10%

- 1.4.4.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

- 1.7 **Term of Contract.** The initial term of the Contract will become effective on the date signed by the City (Effective Date) and shall remain in effect until the earliest of when the deliverables set forth in the Statement of Work are complete or March 15, 2013 or the City terminates the Contract. Ongoing Support and Maintenance will begin upon acceptance of the system and will be effective for four (4) years.

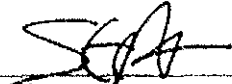
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

TORREYPOINT GROUP LLC

Steve Fazio

Printed Name of Authorized Person



Signature

CEO

Title:

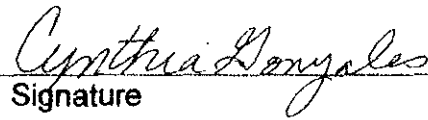
9/14/2012

Date:

CITY OF AUSTIN

Cynthia Gonzales

Printed Name of Authorized Person



Signature

Corporate Contract Compliance Manager

Title:

9/19/2012

Date:

Exhibit A
Quote and Site Survey Form

TORREYPOINT

City of Austin RFP, Clarification # 3 - 7/16/12
Network Equipment, Software, And Service Pricing

City of Austin			
Network Element HW/SW	Price	Extended Discount	Adjusted Price
SuperRing Equipment	\$ 1,422,703.02	\$ -	\$ 1,422,703.02
SubRing Equipment	\$ 347,185.08	\$ -	\$ 347,185.08
Spares	\$ 50,842.18	\$ -	\$ 50,842.18
3-Node Lab Equipment	\$ 122,570.25	\$ -	\$ 122,570.25
Subtotal	\$ 1,943,300.53	\$ -	\$ 1,943,300.53
Network Management SW	Price	Extended Discount	Adjusted Price
FSP Network Manager EMS/NMS Software (SuperRing)	\$ 67,452.93	\$ -	\$ 67,452.93
FSP Network Manager EMS/NMS Software (SubRing)	\$ 4,883.15	\$ -	\$ 4,883.15
FSP Network Manager EMS/NMS Software (Lab System)	\$ 2,400.30	\$ -	\$ 2,400.30
Subtotal	\$ 74,736.38	\$ -	\$ 74,736.38
Installation and Test	Price	Extended Discount	Adjusted Price
Engineering, Furnishing And Installation Deployment Turn-Key Service P/N 7011228001	\$ 128,893.00	\$ (128,893.00)	\$ -
Site Survey P/N 7011229001	\$ 73,875.00	\$ (73,875.00)	\$ -
Fiber Characterization P/N 7011230001	\$ 16,297.50	\$ (16,297.50)	\$ -
Subtotal	\$ 219,065.50	\$ (219,065.50)	\$ -
Service/Maintenance	Price	Extended Discount	Adjusted Price
Maintenance, Bronze, 4 years - Invoiced Annually P/N 7022453001	\$ 484,634.96	\$ -	\$ 484,634.96
Subtotal	\$ 484,634.96	\$ -	\$ 484,634.96
Technical Training	Price	Extended Discount	Adjusted Price
Technical Training	\$ 39,130.00	\$ (39,130.00)	\$ -
Subtotal	\$ 39,130.00	\$ (39,130.00)	\$ -
Shipping charges (Billed as actual)	Price	Extended Discount	Adjusted Price
Shipping	\$ 6,242.00	\$ -	\$ 6,242.00
Subtotal	\$ 6,242.00	\$ -	\$ 6,242.00
	Price	Extended Discount	Adjusted Price
TOTAL PRICE FOR PO	\$ 2,767,109.37	\$ (258,195.50)	\$ 2,508,913.87

Maintenance

Service/Maintenance	Price	Extended Discount	Adjusted Price
Annual Maintenance, Bronze. 1st year (Invoiced upon project acceptance); 1st year P/N 7022453001	\$ 79,163.48	\$ -	\$ 79,163.48
Annual Maintenance, Bronze (Invoiced annually in advance for years 2-4) Yearly after first year. P/N 7022453001	\$ 135,157.16	\$ -	\$ 135,157.16

Site Survey Form

Date : _____

Project Name :

Product/Release :

Topology :

Total number of nodes:

1. Customer Information

Company Name	
City	
Street, Floor	

2. Contact Details

	Name	Fone	Mobile
Contact Partner 1			
Contact Partner 2			
Contact Partner 3			

3. Date of Inspection

Site Name	Date	Attendee	Company

4. Schedule

Site Survey	Date	Attendee	Company
Fiber Characterization			
Installation			

5. Site Design

NOTE: Refer to design document or bill of material for the site

Shelf Type		Slimline 1RU <input type="checkbox"/>		7RU <input type="checkbox"/>		9RU <input type="checkbox"/>	
Power Type							
	AC	400W	<input type="checkbox"/>	600W	<input type="checkbox"/>		
	DC	400W	<input type="checkbox"/>	600W	<input type="checkbox"/>	900W	<input type="checkbox"/>
	Redundancy	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
	Connection	Front	<input type="checkbox"/>	Back	<input type="checkbox"/>		
Shelf Requirement							
	Shelf Type		Quantity		Rack Units		
	ESP3000 R7 (Refer to shelf height above)						
	OTDR (3RU)						
	ROADM-C40 (3RU)						
	40CSM (2RU)						
	Passive DCM Shelf (1RU)						
	Fiber Management (1RU)						
	Total Rack Units (calculate from above)						
Direction		Note Degree-X (X=degree number), Network East (NE), Network West (NW) based on design					
	Direction/Degree		Location				




6. Site Information

Address								
Telephone								
Contact								
Type	CO/POP	<input type="checkbox"/>	Colo/Cage	<input type="checkbox"/>	Data Center	<input type="checkbox"/>	Other	<input type="checkbox"/>
Secured	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Access type	24 Hr / Business Hr/ Other		
Temperature	+5°C to +45°C			<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Humidity	5% to 85% Non-Condensing			<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Notes								

7. Rack Details

Relay Rack Type	19"	<input type="checkbox"/>	23"	<input type="checkbox"/>	Other (refer to notes)			<input type="checkbox"/>
Fastener Type	10/24	<input type="checkbox"/>	10/32	<input type="checkbox"/>	Cage Nuts	<input type="checkbox"/>	Other	
Fiber Management	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>				
Relay Rack Locations	RR No.	No. of shelves		Details				

8. Power Details

DC Power for Equipment							
	Circuit Breaker available on rack			Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Fuse Panel Make: Model						
	Fuse Rating	10A	<input type="checkbox"/>	15A	<input type="checkbox"/>	30A	<input type="checkbox"/>
	Fuse Type	GMT	<input type="checkbox"/>	KTK	<input type="checkbox"/>	Other	<input type="checkbox"/>
	Rack / Shelf grounding available			Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
AC Power for Equipment							
	Voltage	110V: 60Hz	<input type="checkbox"/>	230V: 50Hz	<input type="checkbox"/>	208V: 60Hz	<input type="checkbox"/>
	Plug		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		NEMA 5-15		C-6		C-13	
						C-14	
	Distance from shelf						
AC Power for Miscellaneous Connection							
	Availability		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
	Distance from rack						

9. Management Connection

Management connection required		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Connector termination						
	Switch/Router	<input type="checkbox"/>	Patch Panel	<input type="checkbox"/>	Other (refer to notes)	<input type="checkbox"/>
	Termination location (Rack/position)		<input type="checkbox"/>	Distance from rack		Ft
	Termination type	RJ45	<input type="checkbox"/>	Other (refer to notes)		<input type="checkbox"/>
	Cabling	Straight through	<input type="checkbox"/>	Cross-over		<input type="checkbox"/>

10. Fiber Connections

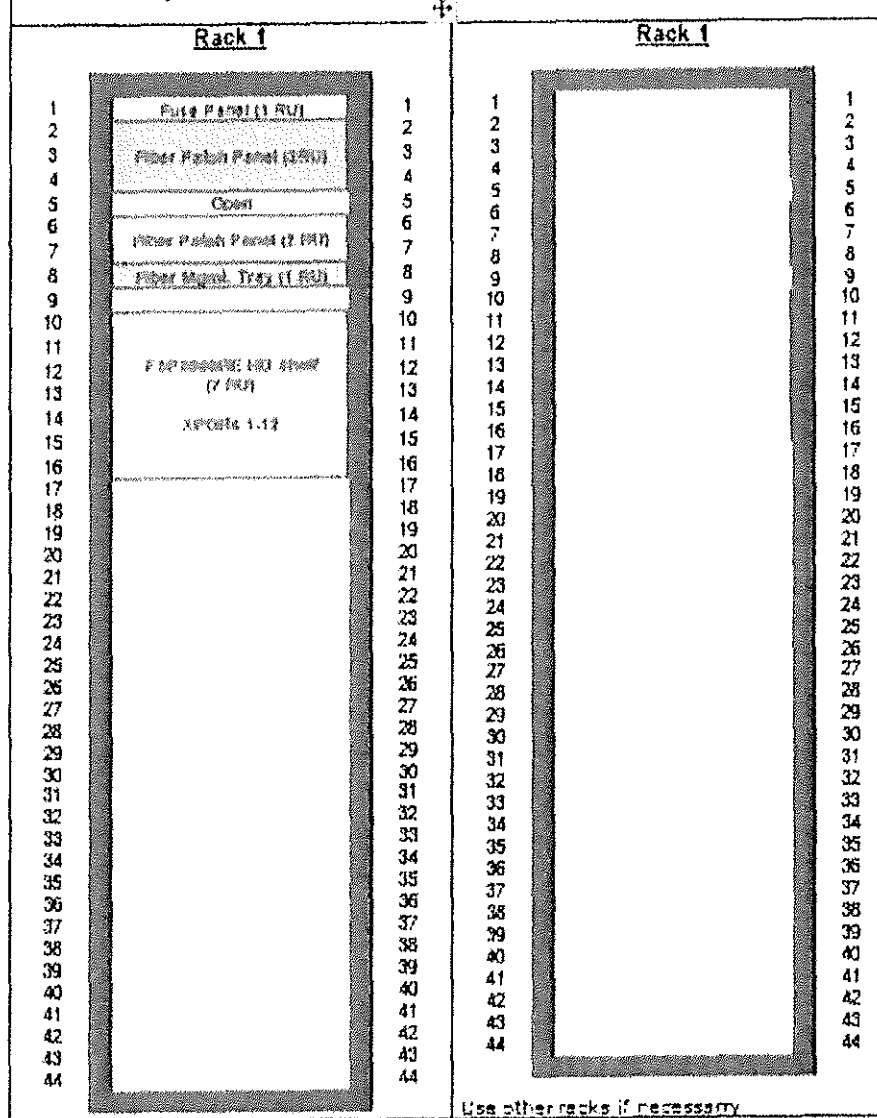
Network Connections					
Direction	To Location	Panel location	Fiber Port	Connector Type	Distance from shelf
Client Connections					
Signal-SM/MM	Shelf-Slot-Port	Panel Location/Device	Fiber Port	Connector Type	Distance from Shelf
Notes					

11. Floor Plan

10. Sketch of rack placement and room of location/node

12. Rack Layout

11. Rack Layout



13. Cable Running List

No	Type	Cable Type	From				To				Length (ft)
			Equipment	RA #	Shelf	Port	Equipment	RA#	Shelf	Port	
1	Power A										
2	Power B										
3	Power A										
4	Power B										
5	Ether - OSP										
6	Ether - OSP										
7	Ether - OSP										
8	Ether - OSP										
9	Ether - Client										
10	Ether - Client										
11	Ether - Client										
12	Ether - Client										
13	Ether - Client										
14	Ether - Client										
15	Management										

Exhibit B
STATEMENT OF WORK

General Obligations

The General Obligations section contains summary descriptions of the work to be performed by the Contractor that results in a complete, functional, and defect-free Wave-Division Multiplexing Optical Network. Contractor's Obligations, City of Austin Obligations and Acceptance Criteria for General Obligations are listed in this section.

1.1 Contractor's General Obligations

To accomplish the work described herein, the Contractor shall perform the following work except where designated as a City responsibility:

- 1.1.1 Installation of a Reconfigurable Optical Add-drop Multiplex (ROADM) network on the City's Super Ring fiber optic network with (40) wave channel per fiber span capacity with (12) active wave channels as defined in the following (See Section 7):
 - A. Super Ring DWDM Node Configuration Diagram (Item 7.1.1)
 - B. Super Ring DWDM Circuit Configuration Diagram (Item 7.1.2)
 - C. Node Location Addresses (Item 7.1.10)
- 1.1.2 Installation of a 4G/10G Wave Division Multiplexing (WDM) system on the City's sub-rings D1N and D2N, each capable of supporting (8) wavelengths per fiber span. The sub-ring deployment OADM shall consist of active wave channels per fiber span as noted in the below (See Section 7):
 - A. Sub Ring D1N and D2N Node Configuration Diagram (Item 7.1.3)
 - B. Sub Ring D1N and D2N Circuit Configuration Diagram (Item 7.1.4)
 - C. Node Location Addresses (Item 7.1.5)
- 1.1.3 Provide a 3-Node Laboratory Test System located at Austin Water Utility (AWU) Waller Creek Center located at 625 East 10th Street, Austin, Texas, 10th Floor, 4G/10G Wave Division Multiplexing (WDM) system capable of supporting one (1) 10G wave-lengths and two (2) 4G wavelengths.
 - A. 3-Node Laboratory Test System Circuit Diagram (Item 7.1.6)
- 1.1.4 The WDM System shall include all of the following deliverables:
 - A. Optical hardware components
 - B. Optical network management software and licenses
 - C. Supporting devices incorporating:

- 1) Engineering support including pre-deployment
- 2) Engineering design services, consisting of:
 - a) Component specifications and chassis configuration for each of the twenty-seven (27) nodes
 - b) Component specifications and chassis configuration for the 3-Node Test Laboratory
 - c) Requirements for the staging and storage Laydown Area including forklift, manual hand lift truck or other moving equipment required by the Contractor
 - d) Transportation to and installation at all sites
- 3) Project Management Services
- 4) Project Schedule
- 5) Integration and Installation Services
- 6) Conduct Training
- 7) Provide all required test equipment for Commissioning and Test Acceptance
- 8) Closing
 - a) Integration and installation services
 - b) As-built documentation
 - c) Testing and Commissioning Plan covering the complete system
 - d) One-year Warranty
 - e) Service and Maintenance Agreement

1.2 City's General Obligations

The City of Austin shall be responsible for the following:

- 1.2.1 Provide a City Project Manager to coordinate with the Contractor's Project Manager
- 1.2.2 Provide Criminal Background Investigations (CBIs) for designated Contractor Personnel
- 1.2.3 Provide adequate rack space and initial rack layout drawings for installation of the Contractor's equipment
- 1.2.4 Provide adequate power for equipment according to requirements provided by the Contractor
- 1.2.5 Provide access to sites during normal City business hours, 7:45 AM to 4:45PM, Monday through Friday
- 1.2.6 Provide segment lengths and previously conducted Optical Time Domain Reflectometer (OTDR) results per:

- A. Super Ring DWDM Node Configuration Diagram (Item 7.1.1)
- B. Sub Ring D1N and D2N Node Configuration Diagram (Item 7.1.3)
- C. OTDR Test Results (Item 7.1.7)
- 1.2.7 Provide cross-connect fiber-side jumpers and client connections at all node locations
- 1.2.8 Provide onsite conference rooms for training and project meetings
- 1.2.9 Provide space for installation of the on-site 3-node laboratory network located at Austin Water Utility (AWU) Waller Creek Center, 625 East 10th Street, Austin, Texas, 10th floor CTM Data Center Room
- 1.2.10 Provide a secure storage and laydown space for receipt of equipment.

1.3 General Obligation Acceptance Criteria

The Contractor shall provide the City the following:

- 1.3.1 Staff who have successfully passed their CBI checks
- 1.3.2 Engineering Support Staff on-site
- 1.3.3 Project Management Staff. This staff will be on-site for a project kickoff meeting, lead subsequent meetings via webinar, and lead the day to day on-site activities of the Contractor and their subcontractor(s).
- 1.3.4 Comprehensive Project Schedule with Work Breakdown Structure (WBS)
- 1.3.5 Technical Support Staff on-site for installation and configuration of hardware and software
- 1.3.6 Training Instructor(s) per the specified Hardware and Software Courses
- 1.3.7 Training Instructor(s) or Technical staff for hands-on, over the shoulder, and on-line instruction during Implementation Phase
- 1.3.8 Completed As-built documentation and drawings
- 1.3.9 Completed Test Plan
- 1.3.10 Completed Commissioning Plan
- 1.3.11 Detailed one-year Warranty post-implementation on equipment and software
- 1.3.12 Detailed Service and Maintenance Contract post-warranty on equipment and software
- 1.3.13 Receipt of electronic and printed copies of Licensing Agreement for the installed version of the application(s)

Pre-Installation Phase 1

The Pre-Installation Phase consists of the work to be performed by the Contractor and by the City of Austin in the areas of project organization and project management.

2.1 Contractor's Obligations for Pre-Installation

The Contractor shall:

- 2.1.1 Submit each proposed Project and Sub contractor staff member for a Criminal Background Investigation (CBI) through the Austin Police Department prior to beginning work on or off-site.
- 2.1.2 Facilitate an onsite project kick-off meeting with all key Contractor/Subcontractor and City team members.
- 2.1.3 Coordinate with the City's Project Manager to hold Weekly Project Meetings.
- 2.1.4 Coordinate with the City's Project Manager to hold meetings to discuss and implement change management processes, as needed.
- 2.1.5 Development of a Change Management Process including written change requests, direct or indirect, and externally or internally initiated. Change can require expanding the scope, can allow shrinking it, or can allow for tracking of equal substitutions. The Change Management Process shall provide the:
 - A. Procedures by which the project scope shall be changed
 - B. Tracking systems
 - C. Approval levels necessary for authorizing changes
 - D. Compliance with all relevant contractual provisions

2.2 Contractor's Deliverables for Pre-Installation

The Contractor shall:

- 2.2.1 Provide proposed Project Staff resumes.
- 2.2.2 Provide approved CBI staff on-site during all site installations.
- 2.2.3 Facilitate the Kick Off Meeting within fourteen (14) calendar days of the contract signing
- 2.2.4 Provide weekly Project Meeting Schedule
- 2.2.5 Provide Communication Plan
- 2.2.6 Submit Change Management Processes

2.3 City's Obligations for Pre-Installation

The City of Austin shall:

- 2.3.1 Provide project staff for kick-off meeting attendance
- 2.3.2 Review and provide written approval for a weekly Project Meeting schedule
- 2.3.3 Review and provide written approval for stand-up Project meetings
- 2.3.4 Review and provide approval of the change management processes.

2.4 Pre-Installation Acceptance Criteria

Approval in writing by the City of the following criteria shall constitute Acceptance for Pre-Installation:

- 2.4.1 Criminal Background History Investigations for Contractor staff and sub-contract staff members with no issues discovered that shall disqualify the person(s) from working on the project.
- 2.4.2 Kick-off meeting
- 2.4.3 Recurring Project Meeting schedule
- 2.4.4 Change Management process plan
- 2.4.5 Communication Plan

Project Initiation Phase 2 - Site Surveys, Fiber Characterization, Engineering Design Package

The Project Initiation Phase consists of the work to be performed by the Contractor and by the City of Austin to prepare for delivery, installation, configuration and testing.

3.1 Contractor's Obligations for Site Surveys

During Site Surveys (Project Initiation Phase), the Contractor shall visit all twenty-seven (27) installation sites and the 3-Node Lab site to verify environmental requirements. (Node Location Addresses) The Site Surveys shall:

- 3.1.1 Verify required power is sufficient including connectors, voltages, and circuits
- 3.1.2 Verify rack space is designated and available on site and against City rack drawings
NOTE: The rack-up and power connections depicted in Equipment Rack Diagrams represent work currently in progress by the City. Some sites are completed as shown the diagrams, and other work is scheduled for the coming weeks.
- 3.1.3 Verify required cross-connect/patch panels are installed and labeled correctly.
- 3.1.4 Determine all necessary fiber patch cable and fiber cross-connect cables lengths and quantities
- 3.1.5 Verify that site location room cooling is sufficient for the proper operation and warranty of the optical equipment provided

3.2 Contractor's Deliverables for Site Surveys

The deliverables for the Contractor during the Site Surveys (Project Initiation Phase) are on-site findings documented as:

- 3.2.1 A Site Survey Report consisting of a spreadsheet checklist of all site nodes, by location, including power, rack, cooling, and panel items listed above in section 3.1. All items listed shall be documented with the methodology(s) used for survey testing, all noted exceptions, and recommended remediation for purposes of installation, proper operation, and warranty.

3.3 City's Obligations for Site Surveys

The City shall be responsible for providing the following during Site Surveys:

- 3.3.1 Provide escorts
- 3.3.2 Arrange for site entry during scheduled visit times

3.3.3 Perform required remediation per the Site Survey Report

3.4 Fiber Characterization

3.4.1 Contractor's Obligations for Fiber Characterization

To ensure that installed optical equipment shall operate correctly on the City's fiber-optic network, and shall transport City data at the designed circuit speeds, and that the Contractor can warranty the installation. The Fiber Characterization shall consist of:

- A. Bi-directional OTDR trace at 1550 nanometers with event summary conducted on each City fiber segment designated for WDM deployment.
- B. Bi-directional loss results
- C. Optical Loss Return (ORL) results
- D. Chromatic Dispersion Test for the City's fiber span lengths, if required for the span lengths
- E. Comparison based on OTDR Test results using the OTDR loss values with expected values for segment lengths

3.4.2 Contractor's Deliverables for Fiber Characterization

During Fiber Characterization (Project Initiation Phase) the Contractor shall:

- A. Using Contractor-provided test equipment, perform Fiber Characterization testing as described above in 3.2.1.
- B. Provide a spreadsheet including the findings of the above tests in section 3.2.1.
- C. List of required remediation on a per-fiber segment basis needed to ensure the proper performance and warranty of the ADVA Optical System

3.4.3 City's Obligations for Fiber Characterization

The City shall be responsible for providing the following during Fiber Characterization:

- A. Provide escorts for Contractor personnel to node sites
- B. Arrange for site access during scheduled visit times
- C. Mitigate deficiencies at the installation sites for Fiber Characterization that are necessary for the proper operation and warranty of the optical equipment

3.5 Engineering Design Package

3.5.1 Contractor's Obligations for Engineering Design Package

The Contractor shall submit a final Engineering Design Package to include the following:

- A. Super Ring Line Diagram that depicts, at a minimum, the following information:

- 1) All Super Ring node locations labeled per the City's labeling scheme
 - 2) All Super Ring fiber segments between nodes
 - 3) All wave services depicted and labeled per fiber segment. Wave services to be labeled with circuit names and circuit transport speeds (i.e. 1Gbps, 4Gbps, 10Gbps), and the ITU Grid wavelength assigned to each wave service. Wave services may be depicted on the Line Diagram as a list, schedule or table.
- B. Sub Ring Line Drawings (one each for D1N and D2N) that depict, at a minimum, the following information:
- 1) All Sub Ring node locations labeled per the City's labeling scheme
 - 2) All Sub Ring fiber segments between nodes
 - 3) All Sub Ring wave services depicted and labeled per fiber segment. Wave services to be labeled with circuit names and circuit transport speeds (i.e. 1Gbps, 4Gbps, 10Gbps), and the ITU Grid wavelength assigned to each wave service. Wave services may be depicted on the Line Diagram as a list, schedule or table.
- C. Super Ring Node Configuration Site Drawings (one per site) and Sub Ring Node Configuration Site Drawings (one per site) that depict the following information:
- 1) A schedule, list or table of installed chassis components that includes slot #, part #, and component description
 - 2) A depiction of cable interconnections made by the Contractor, including inter-chassis connections, intra-chassis connections, and chassis-to-City fiber patch panel connections.
 - 3) The Contractor shall label the ADVA DWDM and CWDM equipment ports as specified in item 7.1.11 Fiber Cross-Connect Labeling Details.
- D. Complete list of SNMP Management Information Blocks (MIBs) implemented by ADVA with selected MIBs for the City's network monitoring requirements identified within the list. See City Requirements for SNMP Communications
- 3.5.2 Contractor Deliverables for Engineering Design Package
- A. Submit a complete Engineering Design Package Submittal with Cover Sheet with Table of Contents, all drawings, lists and diagrams per section 3.3.1, and signature approval blocks.
 - B. Provide Manufacture's recommendations for hardware and software management, including:

- 1) Preventative Maintenance
- 2) Power
- 3) Environmental
- 4) Server Hardware and Operating System Specifications for Network Management Software

- C. Provide a Network Management Software Installation and Acceptance Plan
- D. Provide a complete Comprehensive Materials List - consisting of Component Description, Component Part Number (Item Number), Component Serial Number(when obtained), Initial(s) of Contractor staff person who received the materials, and Initial(s) of City staff person providing access to storage laydown area.
- E. Provide a site specific Materials List/one per site - consisting of Component Description, Component Part Number (Item Number), Component Serial Number (when obtained), Initial(s) of Contractor staff person who received the materials, Initial(s) of City staff person providing access to specific node site.
- F. Provide a Training Plan
- G. Provide a Commissioning Plan per section 6.2
- H. Provide a Service and Preventative Maintenance Plan

3.5.3 City's Obligations for Engineering Design Package

- A. Review and provide comments on the Engineering Design Package
- B. Review and approve final design drawings as specified in section 3.3.1 above
- C. Provide final approval for equipment order
- D. Specify requirements for connecting to City-provided DC fuse panels and fuses.
- E. Specify requirements for attaching optical nodes to City-owned fiber

3.6 Comprehensive Project Plan

3.6.1 Contractor's Obligations for Comprehensive Project Plan

The Contractor shall develop a Comprehensive Project Plan consisting of:

- A. Project Implementation Schedule through the Closing Phase for the overall project, organized by site, indicating any dependencies on City tasks required for completion. The Contractor shall coordinate with the City's Project Manager to update the Project Schedule on a weekly basis providing:
 - 1) Critical Path
 - 2) Updated Milestones and Tasks with staff assignments and durations.
- B. Project issues.
- C. Project risks.

- 3.6.2 Contractor's Deliverables for Comprehensive Project Plan
For the Comprehensive Project Plan the Contractor deliverables are based on the above criteria and consist of:
- A. Detailed Project Implementation Schedule in conjunction with the City per the Engineering Design Package, Site Visit findings, Fiber Characterization findings, required Node Installation Sequence , and other documentation provided by the City.
 - B. Weekly tracking of Project Issues.
 - C. Weekly tracking of Project Risks.
- 3.6.3 City's Obligations for Comprehensive Project Plan
The City's obligations for the Comprehensive Project Plan are:
- A. Provide City staffing input for scheduling of tasks in conjunction with the Contractor.
 - B. Review the Comprehensive Project Plan on a weekly basis with the Contractor to track and monitor task and deliverable completion(s).
 - C. Receive and approve the edited and final version of the Contractor's Comprehensive Project Plan document (or electronic file)

3.7 Project Initiation Acceptance Criteria

- 3.7.1 Site Survey Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance for Site Survey:
- A. Verification by City staff that Contractor has visited all installation sites to conduct Site Surveys
 - B. Receipt by City Project Manager of a completed Site Survey Report
 - C. Verification by City Project Manager that the Site Survey Report contains noted exceptions (if applicable) and that Contractor recommended remediation are included for all noted exceptions.
- 3.7.2 Fiber Characterization Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance for Fiber Characterization:
- A. Verification by City staff that Contractor has visited all sites and has conducted the Fiber Characterization testing
 - B. Receipt by City Project Manager of a completed findings spreadsheet report
 - C. Verification by City Project Manager that the spreadsheet contains noted exceptions (if applicable) and that Contractor recommended remediation are included for all noted exceptions.
- 3.7.3 Engineering Design Package Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance for the Engineering Design Package:

- A. Receipt by the City's Project Manager of all deliverables listed above in section 3.3.2
- B. Review by the City's Project Manager of all deliverables, and changes made by Contractor as negotiated between the City's Project Manager and the Contractor's Project Manager
- C. Receipt of the edited and final version of the Contractor's Engineering Design Package deliverables including all agreed-upon changes.
- D. Review and approval by the City of the finalized equipment order

3.7.4 Comprehensive Project Plan Acceptance Criteria

Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Comprehensive Project Plan:

- A. Receipt of the Contractor's Comprehensive Project Plan document (or electronic file)
- B. Review of the Plan by the City's Project Manager, with changes to the Plan negotiated between the City of Austin and the Contractor
- C. Receipt of the edited and final version of Initiation Phase Contractor deliverables (see sections 3.4.2 above) including all agreed-upon changes and including the Project Schedule and current issues and risks.

Implementation Phase 3

The Implementation Phase consists of product Delivery, Installation of Network Management Software, Installation of all Hardware, and Provisioning, Turn-up and Testing.

4.1 Storage/Laydown Area Delivery of 3-Node Lab Hardware, Super Ring and Sub Ring Hardware, Spares and Software

4.1.1 Contractor's Obligations for Delivery of Hardware

- A. Provide staff person(s) to be on-site to receive shipments
- B. Inspect shipment cartons and contents to verify accuracy and quantities of components against Bills of Lading or Shipping Receipts
- C. Unpack Equipment
- D. Inspect Equipment for damages, defects, and inaccuracies
- E. Remediate damages, defects and inaccuracies
- F. Apply City-assigned Asset Tags to each shelf (chassis)
- G. If Network Management Software (NMS) is shipped on media, deliver the media directly to City-designated personnel and obtain signature for receipt

4.1.2 Contractor's Deliverables for Storage/Laydown Delivery of Hardware

The Contractor shall provide the following deliverables for Delivery of Hardware:

- A. Provide all equipment required per the Engineering Design Package free from damages, defects and inaccuracies to each Node (installation) site

- B. Complete City-required Asset Tag Forms per "City Asset Tag Policy and Forms"
- C. Provide Contractor's signed copies of all Bills of Lading/Shipping Receipts.
- D. Provide NMS media to City-designated personnel with signed receipt.

4.1.3 City's Obligations for Delivery for Storage/Laydown of Hardware

- A. Provide access for Contractor staff to equipment delivery facility
- B. Provide staff person(s) to be on-site during shipment receiving
- C. Provide City asset tags
- D. Verify the accuracy of the delivery against the Comprehensive Materials List from the Engineering Design Package

4.2 Installation of Network Management Software on City-Provided Server Platform

4.2.1 Contractor's Obligations for Installation of Network Management Software

- A. Provide qualified staff for software and configuration
- B. Verify readiness of City-provided server platform and operating system for software installation
- C. Configure network management (SNMP) communications in conjunction with City Staff.

4.2.2 Contractor's Deliverables for Installation of Network Management Software

The Contractor shall provide the following deliverables during the Installation of Network Management Software:

- A. Network Management Software (NMS) installed on City-provided server.
- B. Configure software per the final Engineering Design Package with assistance from City network staff.
- C. Configure network management (SNMP) communications with City's Solar Winds Orion NMS with assistance from City network staff.
- D. Provide a recommended Backup Procedure for the NMS system including application, data and configuration

4.2.3 City's Obligations for Installation of Network Management Software

The City has the following obligations for Installation of Network Management Software:

- A. Verification of installation and configuration of software per the final Engineering Design Package.
- B. Provide technical assistance to Contractor with installation on VMware platform.
- C. Verification of network management (SNMP) configured and working.
- D. Provide signed receipt and acceptance for software installed.

- E. Perform a Backup and Restore of the NMS system per the Contractor's recommended Backup Procedure

4.3 Installation of 3-Node Test Lab Hardware

4.3.1 Contractor's Obligations for Installation of 3-Node Test Lab Hardware

- A. Provide qualified staff hardware installation and configuration
- B. Install Network Elements at City's Waller Creek Center Data Center in City-designated racks
- C. Mount chassis in City-provided racks per node location
- D. Install cards into chassis per final Engineering Design Package
- E. Interconnect Network Elements, if applicable
- F. Scope, clean, route and connect Contractor-supplied cables and jumpers for in-bay connections
- G. Scope, clean, route and connect Contractor-supplied cables and jumpers for Customer line-side access connections
- H. Label both ends of all Contractor-provided cables and jumpers
- I. Perform in-bay testing to confirm continuity and accuracy of connections
- J. Connect Network Elements to power supplies
- K. Power-Up Network Elements
- L. Configure the Network Elements
- M. Perform turn-up per node to bring the installation to fully operational status
- N. Verify optical power levels are within specification on all interfaces.
- O. Perform 15-minute BER test for layer one transport.
- P. Perform an RFC 2544 test, setting the correct site bandwidth to test for throughput, frame-loss, and delay.
- Q. Record installation data in as-built documentation per node location.

4.3.2 Contractor's Deliverables for Installation of 3-Node Test Lab Hardware

The Contractor shall provide the following deliverables during Implementation Phase 3 of the 3-Node Test Lab:

Provide hardware and software per Engineering Design Package as detailed in Section 3.3.

- A. Perform installation, configuration, turn-up, and testing of equipment and software per requirements in Section 4.3.1, per the Engineering Design Package in Section 3.3 and per the City's Equipment Rack Drawings – Attachment(s) H1 and H2.

- B. Perform remediation on any installation issues or problem identified following inspection of installations.
 - C. Deliver 3-Node Test Lab installation operational and defect free.
 - D. Provide as-built documentation for 3-Node Test Lab to the City.
- 4.3.3 City's Obligations for Installation of 3-Node Test Lab Hardware
The City's obligations during the Installation of the 3-Node Test Lab Hardware are:
- A. Provide technical staff to assist with the installation at the 3-Node Test Lab site
 - B. Provide access to the Waller Creek Center facility during the 3-Node Test Lab installation, provisioning, turn-up, and testing.
 - C. Provide technical assistance for installation of the 3-Node site
 - D. Provide acceptance of the 3-Node Test Lab site when free from defects and inaccuracies.
 - E. Provide sign-off for delivered equipment per the site specific Materials Inventory List

4.4 Installation of Super Ring and Sub Ring Hardware

- 4.4.1 Contractor's Obligations for Installation of Super Ring and Sub Ring Hardware
- A. Provide qualified staff hardware installation and configuration
 - B. Install Network Elements at each node location per final Engineering Design Package
 - C. Mount shelves in City-provided racks per node location
 - D. Install cards into chassis per final Engineering Design Package
 - E. Interconnect Network Elements if applicable
 - F. Scope, clean, route and connect Contractor-supplied cables and jumpers for in-bay connections
 - G. Scope, clean, route and connect Contractor-supplied cables and jumpers to City fiber optic patch panels
 - H. Label both ends of all Contractor-provided cables and jumpers
 - I. Perform in-bay testing to confirm continuity and accuracy of connections
 - J. Connect Network Elements to power supplies
 - K. Power-Up Network Elements
 - L. Configure the Network Elements
 - M. Perform turn-up per node to bring the installation to fully operational status
 - N. Verify optical power levels are within specification on all interfaces.

- O. Perform a 15-minute BER test for layer one transport on all installed wave services.
- P. Perform an RFC 2544 test, setting the correct site bandwidth to test for throughput, frame loss, and delay.
- Q. Record installation data in as-built documentation per node location
- R. Remediate any installation issues or problems identified following inspection of installs
- S. Provide sign-off for delivered equipment per the site specific Materials Inventory List

4.4.2 Contractor's Deliverables for Installation of Super Ring and Sub Ring Hardware
The Contractor shall provide the following deliverables during Implementation Phase 3 of the Super Ring and the Sub Ring Hardware:

- A. Provide hardware and software per Engineering Design Package per Section 3.3.
- B. Perform installation, configuration, turn-up, and testing of equipment and software per requirements in Section 4.3.1, per the Engineering Design Package in Section 3.3 and per the City's Design Rack Drawings
- C. Perform remediate on any installation issues or problem identified following inspection of installs.
- D. Deliver site node(s) installed and operational.
- E. Provide as-built documentation per each site node to the City.

4.4.3 City's Obligations for Installation of Super Ring and Sub Ring Hardware
The City shall:

- A. Provide Node Installation Sequence per Item 7.1.10, Node Installation Sequence
- B. Cut over to the DWDM the DMAV wave service point-to-point circuits between APD North and Combined Transportation, Emergency and Communications Center (CTECC)
- C. Cut over the DWDM the DMAV wave service point-to-point circuits between APD Headquarters (HDQ) and CTECC

4.5 Circuit Provisioning, Turn-Up and Node Test

4.5.1 Contractor's Obligations Circuit Provisioning, Turn-Up and Node Test
Provision circuits per the final Engineering Design Package as detailed in Section 3.3.

- A. Perform End-to-End System Line Up and Test (SLAT) which includes:

- 1) Verify transmission signals and bit rates for all provisioned circuits
 - 2) Verify automated power balancing between wave channels (Super Ring)
 - 3) Verify receive and transmit power levels on Sub Rings are within hard-ware specifications and tolerances per equipment list
 - 4) Perform 15-minute BER tests between all installed 10G Core Transponders (see Attachments B and D) per RFC 2544
 - 5) Perform 15-minute BER tests between all installed Dual Terminal 10G Access Transponders (see Attachments B and D) per RFC 2544
 - 6) Perform 15-minute BER tests between all installed 4-Port 4G Access Muxponders (see Attachments B and D) per RFC 2544
- B. Verify that all provisioned circuits are labeled / identified in the NMS according to Item 7.1.2, Super Ring DWDM Circuit Configuration Diagram and Item 7.1.4, Sub Rings D1N & D2N CWDM Circuit Configuration Diagram.
 - C. Provide testing for all wave services transported on multiple rings (D1N, D2N, and Super Ring) after ring-to-ring interconnections are completed per the Engineering Design Package in section 3.3.2.
- 4.5.2 Contractor's Deliverables Circuit Provisioning, Turn-Up and Node Test
The Contractor shall provide the following deliverables during Implementation Phase 3 of the Circuit Provisioning, Turn-up and Node Test per Section 4.5.1 and per the final Engineering Design Package in Section 3.3:
- A. Provide individual End-to-End System Line Test (SLAT) results of provisioned per node site.
 - B. Provide a Deficiency List per node site gained from the individual tests.
 - C. Provide a plan for correcting all deficiencies after review by the City.
- 4.5.3 City's Obligations Circuit Provisioning, Turn-Up and Node Test
The City shall:
- A. Provide approval for the D1N ring provisioning, turn-up and node test by node site.
 - B. After approval and the circuit is in production for the D1N ring, cut over the DMAV point to point circuit between APD East and CTECC D1N CWDM and super ring DWDM network.
 - C. Provide approval for the D2N ring provisioning, turn-up and node test.

4.6 Implementation Acceptance Criteria

- 4.6.1 Delivery for Storage/Laydown Area Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Delivery:

- A. Receipt of all purchased hardware and software components of the solution, delivered in working order and per the Engineering Design Package (section 3.3).
 - B. Receipt of completed City-required Asset Tag Forms per "City Asset Tag Policy and Forms"
 - C. Receipt by the City's Project Manager of a signed copy of all Bills of Lading/Shipping Receipts.
 - D. Receipt by the City's Project Manager of Network Management Software media, and any associated printed or electronic Grants of Licenses.
- 4.6.2 Installation of Network Management Software Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Installation of Network Management Software (NMS) per Section 4.2.2:
- A. Verification by City technical staff that Client PCs can communicate to the NMS via the City's network and that the NMS is functional
 - B. Verification by City technical staff to City Project Manager that SNMP communications over the network between Contractor equipment and City-provided SNMP trap hosts has been properly established.
 - C. Verification that the NMS system was able to be backed up and stored successfully per the Contractor's recommendations.
- 4.6.3 Installation of 3-Node Test Lab Hardware Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Installation of the 3-Node Test Lab Hardware per Section 4.3.2:
- A. Demonstration by Contractor to City technical staff that 3-Node Test Lab Hardware is fully functional as documented in the final Engineering Design Package, and that the operation is defect-free.
 - B. Receipt of As-built drawings for the 3-Node Test Lab.
 - C. Provide sign-off of delivered equipment via the Materials Inventory List
- 4.6.4 Installation of Super Ring and Sub Ring Hardware Acceptance Criteria
Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Installation of the 3-Node Test Lab Hardware per Section 4.4.2:
- A. Demonstration by Contractor to City technical staff that all Super Ring and Sub Ring node sites are fully functional as documented in the final Engineering Design Package, and that all node operations are defect-free.
 - B. Receipt of As-built drawings for all Super Ring and Sub Ring node site.
 - C. Provide sign-off of delivered equipment via the site specific Materials Inventory Lists
- 4.6.5 Circuit Provisioning, Turn-Up and Test Acceptance Criteria

Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Circuit Provisioning, Turn-Up and Test per Section 4.5.2:

- A. Verification from City technical staff to City Project Manager that turn-up was accomplished per the Design Engineering Package
- B. Contractor to demonstrate to City Technical staff that each circuit is provisioned per the Engineering Design Package, is fully operation, and is provisioned at the correct bit-rate.
- C. Receipt by City Project Manager of individual End-to-End System Line Test (SLAT) results per node site.
- D. Receipt by City Project Manager of a Deficiency List per node site gained from the individual tests.
- E. Receipt by City Project Manager of a plan for correcting all deficiencies after review by the City.
- F. Verification from City technical staff to City Project Manager that all deficiencies found from testing was corrected by Contractor, and that system is fully operational per the Design Engineering Package per Section 3.3.2.

Training Phase 4

5.1 Technical Training

The Training Phase 4 consists of informal and formal Network Management Software training and hardware training to be delivered by the Contractor to designated City staff members.

5.1.1 Contractor's Obligations for (Technical) Training

The Contractor shall:

- A. Conduct Technical Training courses (ADVA FSP 3000R7 Product Training and ADVA-1CM-112-C-N-A) prior to Installation on dates to be negotiated.
- B. Provide staff on-site at the City for course(s) set-up and training of:
 - 1) ADVA-1CM-112-C-N-A for up to (8) City technical staff Network Management Software training shall include system configuration, change management troubleshooting and system management functions
 - 2) FSP 3000R7 WDM HW for up to (4) City technical staff to include system installation, Network Element configuration, card installation procedures, diagnostic procedures and maintenance procedures.
- C. Contractor shall provide a Training Syllabi, Rosters and the Courses for ADVA-1CM-112-C-N-A (Network Management Software) and for FSP 3000R7 WDM HW (Chassis Configuration) Content in PDF format for City's approval.
- D. The Contractor shall develop and conduct testing/quizzing of the City staff at the appropriate course timeframe during the two (2) Training Courses. The course testing/quizzing shall verify knowledge transfer and understand of the ADVA products and software in at least the areas of:

- 1) Circuit provisioning
- 2) Hardware configuration
- 3) Circuit troubleshooting
- 4) Designing for future circuits

E. Training Travel Costs for Course ADVA-1CM-112-C-N-A and FSP 3000R7 WDM HW are at the Contractor's expense for travel, meals and lodging.

5.1.2 Contractor's Deliverables for (Technical) Formal Training

The Contractor shall provide formal training consisting of the following:

- A. Provide all training equipment and set-up at a City provided facility
- B. Provide a training Schedule in conjunction with the City Project Manager
- C. Provide a Signed Daily Training Attendance Register to the City Project Manager
- D. Provide hardcopies and electronic copies of the Course Training Materials
- E. Provide a Training Syllabi for the following classes:
 - 1) ADVA-1CM-112-C-N-A (Network Management Software)
 - 2) FSP 3000R7 WDM HW (Chassis Configuration)
- F. Conduct classes on-site for:
 - 1) ADVA-1CM-112-C-N-A (Network Management Software)
 - 2) FSP 3000R7 WDM HW (Chassis Configuration)

5.1.3 City's Obligations for (Technical) Formal Training

The City's obligations during Technical Training are:

- A. Provide class room settings on-site for Hardware and Software training.
- B. Provide receipt and secure storage of the Contractor's training equipment at the Training Facility (no verification of defects or acceptance).
- C. Provide appropriate technical staff for class attendance

5.2 (Informal) Training during Implementation

5.2.1 Contractor's Obligations for Informal Training during Implementation

The Contractor shall provide City technical staff informal knowledge transfer in the form of:

- A. Hands-on training post-3-Node Test Lab installation, provisioning, and testing.

5.2.2 Contractor's Deliverables for (Informal) Training during Implementation

- A. Provide hands-on-training in during the 3-Node Test Lab Implementation Phase to City Technical staff

5.2.3 City's Obligations for (Informal) Training during Implementation

- A. Provide site access to required node site for hands-on-training
- B. Provide staff that shall perform and participate in the technical hands-on work

5.3 Training Acceptance Criteria

The acceptance criteria for the Training Phase are:

- A. Receipt by City Project Manager of the ADVA FSP 3000R7 Product Training and FSP 3000R7 WDM HW Training hand-out materials in hardcopy and electronic format
- B. Verification that Contractor was able to meet the agreed-upon training dates
- C. Completion of all training classes as evidence by receipt of a Daily Training Attendance Register and receipt of all Training Test/Quiz results
- D. Verification by the City Project Manager that classes began and ended as scheduled
- E. Verification by City technical staff members that they were given the opportunity to practice and apply problems and tasks encountered in the course curriculum

Commissioning and Closeout Phase 5

Commissioning of the WDM Optical Network system is a quality-oriented process that is conducted to ensure that the as-delivered, as-built system operates defect-free and per the intentions specified in the Engineering Design Package.

6.1 Contractor's Obligations for Commissioning

The Contractor shall:

- A. Create a Commissioning Plan that contains methods and procedures designed to ensure the following:
 - 1) The installed system and components are installed and operational according to the requirements as documented in the Engineering Design Package and are ready for customer acceptance
 - 2) All circuits are operational at all of the designed add/drop locations and are operational at the design bit rates
 - 3) NMS has the ability to manage all installed network elements
 - 4) NMS is communicating with all installed network elements
 - 5) Network path redundancy as demonstrated by the downing of selected network elements to verify that network transport is delivered via alternate path
 - 6) Ensure SNMP traffic to the City's trap hosts is operational
 - 7) Methods to remediate defects found during Commissioning
- B. Conduct Commissioning Procedures in the following phases:

- 1) Pre-commissioning of Super Ring and Sub Rings and NMS software system independent of the Customer
 - 2) Commissioning of Super Ring and Sub Rings and NMS software with the City staff
- C. Identify and remediate defects found during:
- 1) Pre-Commissioning
 - 2) Commissioning
- D. Provide updated As-built Documents for review during Commissioning.
- E. As-built documents shall include Super Ring Line Diagram that depicts, at a minimum, the following information:

- a) All Super Ring node locations labeled per the City's labeling scheme
 - b) All Super Ring fiber segments between nodes
 - c) All wave services depicted and labeled per fiber segment. Wave services to be labeled with circuit names and circuit transport speeds (i.e. 1Gbps, 4Gbps, 10Gbps)), and the ITU Grid wavelength assigned to each wave service. Wave services may be depicted on the Line Diagram as a list, schedule or table.
- 1) Sub Ring Line Drawings (one each for D1N and D2N) that depict, at a minimum, the following information:
 - a) All Sub Ring node locations labeled per the City's labeling scheme
 - b) All Sub Ring fiber segments between nodes
 - c) All Sub Ring wave services depicted and labeled per fiber segment. Wave services to be labeled with circuit names and circuit transport speeds (i.e. 1Gbps, 4Gbps., 10Gbps), and the ITU Grid wavelength assigned to each wave service. Wave services may be depicted on the Line Diagram as a list, schedule or table.
 - 2) Super Ring Node Configuration Site Drawings (one per site) and Sub Ring Node Configuration Site Drawings (one per site) that depict the following information:
 - a) A schedule, list or table of installed chassis components that includes slot #, part #, and component description
 - b) A depiction of cable interconnections made by the Contractor, including inter-chassis connections, intra-chassis connections, and chassis-to-City fiber patch panel connections.
 - c) Customer equipment-side network ports labeled per City of Austin labeling requirements (according to Item 7.1.2, Super Ring DWDM Circuit Configuration Diagram and Item 7.1.4, Sub Rings D1N & D2N CWDM Circuit Configuration Diagram)
 - 3) Complete list of SNMP Management Information Blocks (MIBs) implemented by ADVA with selected MIBs for the City's network monitoring requirements identified within the list. See City Requirements for SNMP Communications
 - 4) Complete per-site Bill of Materials
 - 5) Digital Images of installed equipment

6.2 Contractor's Deliverables for Commissioning

The Contractor deliverables during the Commissioning Phase are:

- A. Provide an updated and approved Commissioning Plan as described above in section 6.1.
- B. Provide an updated set of As-built Documentation as described above in section 6.1.

- C. Provide Commissioning Test results with approval signed by the City's Project Manager.

6.3 City's Obligations for Commissioning

The City shall perform the following during Commissioning:

- A. Review, comment and provide approval of the final Commissioning Plan.
- B. Participate in the Commissioning Phase
- C. Provide System Acceptance upon successful completion of Commissioning.

6.4 Commissioning Acceptance Criteria

Approval in writing by the City of the following criteria shall constitute Acceptance by the City's Project Manager for Commissioning:

- A. Receipt and approval by the City's Project Manager of the Commissioning Plan
- B. Receipt and approval by the City's Project Manager of all As-Built documents per section 6.1 above
- C. System is defect free and functional per the Engineering Design Package as demonstrated during the Final Commissioning Phase.

6.5 Contractor's Deliverables for Project Closing

The Contractor shall meet on-site with the City's Project Manager to facilitate a Close-out Meeting for each site and the end of the project to coordinate the acceptance of the final following deliverables. The deliverables during Closing are:

- A. Provide a project punch list of outstanding items from the project that shall require "clean up", further work, and recommendation for future project tasks.
- B. Provide a final project accounting of the contract payment Milestones including a detailed log of any change requests occurring over the life of the project with a brief explanation of the variances.
- C. Provide a final in-voice indicating all project-related contract Deliverables are finalized and closed.
- D. The Contractor shall provide (3) hardcopies and one (1) electronic file of the as-built documentation as described above in section 6.
- E. Final Digital Images of installed equipment per Site
- F. Provide a final Service and Preventative Maintenance Agreement.

6.6 City's Obligations for Project Closing

The City shall meet the following obligations to facilitate the Project's Close-out:

- A. Provide Project Management to review and process through City Purchasing all outstanding invoices.
- B. Provide Project Management assistance to solicit Customer sign-offs.
- C. Provide City staff to review, comment, and accept all completed deliverables in a timely fashion.

6.7 Project Closing Acceptance Criteria

The Contractor shall have provided as deliverables during the life cycle of the project items listed below. Written acknowledgement by the City's Project Manager of receipt of the following shall serve as Project Closing Acceptance Criteria:

- A. Installation of a fully operational Reconfigurable Optical Add-drop Multiplex (ROADM) network on the City's Super Ring fiber optic network with (40) wave channel capacity with (12) active wave channels per the Engineering Design Plan in Section 2.3.
- B. Installation of a fully operational 4G/10G Wave Division Multiplexing (WDM) system on the City sub-ring D1N and D2N capable of supporting (8) wavelengths with initial deployment of (4) active 4G wavelengths per fiber span. The sub-ring deployment OADM shall consist of active wave channels per the Engineering Design Plan in Section 2.3.
- C. Installation of a fully operational 3-Node Laboratory Test with 4G/10G Wave Division Multi-plexing (WDM) system capable of supporting one (1) 10G wavelengths and one (1) 4G wavelengths per fiber span per the Engineering Design Plan in Section 2.3.
- D. Receipt of a completed sign-off of the Project Acceptance Form.
- E. All Contractor financials approved for payment.
- F. Designated and agreed upon dates for the Warranty Period between the Contractor and the City.
- G. Designated dates for the Service and Maintenance Period.
- H. Implemented Warranty and Service and Maintenance Agreement(s).

7 Documents

7.1 List of Configuration Drawings and City Policies and Requirements:

The following documents dated September 14, 2012 will be provided to TorreyPoint at the Kick Off Meeting .

- 7.1.1 Super Ring DWDM Node Configuration Diagram
- 7.1.2 Super Ring DWDM Circuit Configuration Diagram
- 7.1.3 Sub Rings D1N & D2N CWDM Node Configuration Diagram
- 7.1.4 Sub Rings D1N & D2N CWDM Circuit Configuration Diagram
- 7.1.5 Node Location Addresses
- 7.1.6 3-Node Laboratory System Circuit Diagram
- 7.1.7 City-Conducted OTDR Test Results
- 7.1.8 Design Rack Drawings (DCO Rack Allocation Drawings)
- 7.1.9 Design Rack Drawings
- 7.1.10 Node Installation Sequence
- 7.1.11 Fiber Cross-Connect Labeling Details

- 7.1.12 DC Fuse Panel Positions
- 7.1.13 City Asset Tagging Policy and Forms
- 7.1.14 City Requirements for SNMP Communications

**Exhibit C
Milestone Payment Schedule**

Phase	City Acceptance Criteria- Approval in Writing by the City of the following SOW Sections	Amount Due	Retainage
Phase 1 - Pre- Installation	2.4		
Phase 2 - Project Initiation	3.7.1	\$107,158.95	\$10,715.90
Site Surveys,	3.7.2		
Fiber Characterization,	3.7.3		
Engineering Design Package,			
Comprehensive Project Plan	3.7.4		
Phase 3 - Implementation		\$1,879,475.07	\$167,947.51
Delivery for Storage/Laydown Area,	4.8.1		
Installation of Network Management Software,	4.8.2		
Installation of 3-Node Test Lab Hardware,	4.8.3		
Installation of Super Ring and Sub Ring Hardware,	4.8.4		
Circuit Provisioning Turn-Up and Test	4.8.5		
Phase 4 - Training	5.3	\$35,217.00	\$3,521.70
Phase 5 - Commissioning	6.4	\$202,427.89	Return of Retainage
Closeout	6.7		
Annual Bronze Maintenance Year 1	6.7	\$79,163.48	
Annual Bronze Maintenance Year 2	6.7 plus one year	\$135,157.16	
Annual Bronze Maintenance Year 3	6.7 plus two years	\$135,157.16	
Annual Bronze Maintenance Year 4	6.7 plus three years	\$135,157.16	
Total Contract Amount		\$2,508,913.87	



 9/20/12
 C8 9/20/12

Exhibit D

CITY OF AUSTIN, TEXAS

LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION

(Please duplicate as needed)

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Ed Mamon	Senior Account Executive
Jeremy Humphrey	Network Engineer
Harry Aced	Logistics Manager
John Hammond	Director of Engineering

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: 9/17/2012

Printed Name: _____

Title _____

Exhibit E
CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number: Insert Number	Description of Services: Insert Description
Contractor Name: Insert Contractor's Name	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

(Witness Signature)

(Printed Name)

Exhibit F
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas

Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17 day of September, 2012

CONTRACTOR

Authorized
Signature

Title

TorreyPoint Group LLC
[Signature]
CEO

Exhibit G

City of Austin CTM Communication Division

Non-Disclosure Agreement

This Agreement is entered into this 14th day of September by and between Torrey Point Group LLC with offices at 1390 Borregas AV Sunnyvale CA 94089 (hereinafter "Recipient") and The City of Austin Communications and Technology Department, with offices at 625 East 10th Street, Austin, Texas (hereinafter "COA-CTM").

WHEREAS COA-CTM possesses certain ideas and information relating that is confidential and proprietary to COA-CTM (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose building a citywide network;

NOW THEREFORE, in consideration for the mutual undertakings of the COA-CTM and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. COA-CTM agrees to identify and disclose Confidential Information to the Recipient; the Recipient agrees to receive the Confidential Information.
2. Confidentiality.
 - a. No Use. The Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
 - b. No Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees having a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.
 - c. Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:
 - a. was known to the Recipient's prior to receiving any of the Confidential Information from COA-CTM;
 - b. has become publicly known through no wrongful act of the Recipient;
 - c. was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - d. was independently developed by the Recipient without use of the Confidential Information; or
 - e. was ordered to be publicly released by the requirement of a government agency.
4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of COA-CTM, and that COA-CTM may use such Confidential Information for any purpose without obligation to the Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to the Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. Term and Termination. The obligations of this Agreement shall be continuing until the submission of the proposal at which point all data provided by the COA-CTM must be returned.
6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) COA-CTM, its successors, and assigns; and (b) the Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

RECIPIENT : Torrey Point Group LLC

Signed: _____

Print Name: _____

Title: _____

Date: _____

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: MSO0056REBID

COMMODITY/SERVICE DESCRIPTION: Purchase and Implementation of Optical Network System

DATE ISSUED: June 27, 2011

REQUISITION NO.: 5600-11051900363

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:00 p.m. on July 6, 2011

COMMODITY CODE: 2062372

LOCATION: 124 W. 8th St., 3rd Floor Conference Room, Austin, TX

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

SUBMITTAL #1 DUE PRIOR TO: 2:00 p.m. on July 20, 2011

Mick Osborne

SUBMITTAL #2 DUE PRIOR TO: 1:00 P.M. on September 28, 2011

PROPOSAL CLOSING TIME AND DATE: 2:00 p.m. on July 20, 2011

Specialist Sr. Buyer
Phone: (512) 974-2995

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 8 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 8/30/2011

Company Name: Torrey Point Group LLC

Address: 1380 Borregas Avenue

City, State, Zip Code: Sunnyvale CA 94089

Phone No. (888) 700-5747

Fax No. (888) 318-7885

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company Name: Torrey Point Group LLC

Address: 1380 Borregas Ave

City, State, Zip Code: Sunnyvale CA 94089

Email Address: mas@torreypoint.com



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MSO0056REBID ADDENDUM NO. 1 DATE OF ADDENDUM 7-11-11


This Request for Proposal is hereby amended to incorporate the following:

- 1.0 As this purchase will be financed, the 10% retainage noted in Section 0400, Paragraph 5 and the milestone payments and retainage in Section 0500, Paragraph 6.9 will not apply to this contract. These aforementioned sections are deleted in their entirety.
- 2.0 The questions received and the answers thereto are posted to the Purchasing Office website as document MSO0056REBIDQandA.
- 3.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:
TorreyPoint

BIDDER


AUTHORIZED SIGNATURE

8/30/11

DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MSO0056REBID ADDENDUM NO. 2 DATE OF ADDENDUM 7-11-11

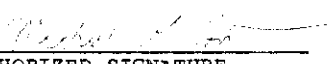
This Request for Proposal is hereby amended to incorporate the following:

- 1.0 The sign-in sheet from the pre-proposal conference is posted to the Purchasing Office website as document MSO0056REBIDATTF.
- 2.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:
TorreyPoint

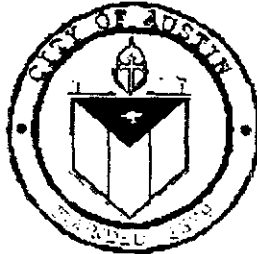
BIDDER


AUTHORIZED SIGNATURE

8/30/11

DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MS00056REBID ADDENDUM NO. 3 DATE OF ADDENDUM 8-8-11

This Request for Proposal is hereby amended to incorporate the following:

- 1.0 Submittal #2 documents are released and they consist of Attachments F, G, H, I, and J. Also included are Attachment B, which needs to be submitted with Submittal #2, and copies of Sections 0815 and 0900, which need to be re-submitted with your final information with Submittal #2.
- 2.0 The due date and time for Submittal #2 is hereby changed to be prior to 11:30 a.m. on September 1, 2011.
- 3.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:
TorreyPoint

BIDDER



AUTHORIZED SIGNATURE



DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MSO0056REBID ADDENDUM NO. 4 DATE OF ADDENDUM 8-17-11

This Request for Proposal is hereby amended to incorporate the following:

- 1.0 Additional questions and answers are provided on document MSO0056REBIDQandA2..
- 2.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:
TorreyPoint

BIDDER



AUTHORIZED SIGNATURE



DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MSO0056REBID ADDENDUM NO. 5 DATE OF ADDENDUM 8-23-11

This Request for Proposal is hereby amended to incorporate the following:

- 1.0 Additional questions and answers are provided on document MSO0056REBIDQandA3.
- 2.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:
TorreyPoint

BIDDER



AUTHORIZED SIGNATURE



DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. MSO0056REBID

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas. ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26 day of August, 2011

CONTRACTOR

Authorized Signature

Title

Torrey Point Group LLC
[Signature]
CEO

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO MSO0056REBID

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas. ("OWNER")

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- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
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Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN. **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE) WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL**

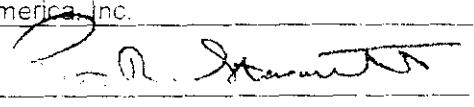
Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of August, 2011

CONTRACTOR	ADVA Optical Networking North America, Inc.
Authorized Signature	
Title	Director

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. MSO0056REBID

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Torrey Point Group LLC

Signature of Officer
or Authorized
Representative

SEA

Date:

8/26/11

Printed Name:

Steve Fazio

Title

CEO

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. MS00056REBID

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ADVA Optical Networking North America, Inc.

Signature of Officer
or Authorized
Representative



Date: August 26, 2011

Printed Name:

Peter R. Stewart

Title

Director

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. MSO0056REBID

FOR
Purchase and Implementation of Optical Network System

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk.

<http://www.austintx.gov/cityclerk/col.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name:

Torrey Point Group LLC

Printed
Name:

Steve Fazio

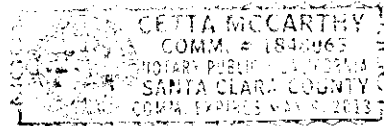
Title

CEO

Signature of Officer or Authorized Representative:

[Signature]

Subscribed and sworn to before me this 26 day of Aug, 2011.



Cetta McCarthy
Notary Public

My Commission Expires 5-8-13

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. MSO0056REBID

FOR
Purchase and Implementation of Optical Network System

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
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**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
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<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

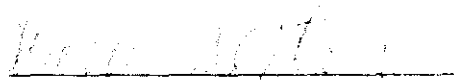
Contractor's Name: ADVA Optical Networking North America, Inc.

Printed
Name: Peter R. Stewart

Title: Director

Signature of Officer or Authorized Representative: 

Subscribed and sworn to before me this 17th day of August, 20 11.


Notary Public

My Commission Expires Feb 1, 2011

SHARON SEITAM
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. MSO0056REBID

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Michael Simmons	Director
Nate Kaleel	Systems Engineer
* Other staff assigned on contract.	

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:

Torrey Point Group LLC

Signature of Officer
or Authorized
Representative.

Steve Fazio

Date.

8/26/11

Printed Name.

Steve Fazio

Title

CEO

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	Description of Services:
Contractor Name: Torrey Point Group LLC	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: <i>System Engineer</i>	
Signature of Employee <i>[Signature]</i>	Date <i>8/30/11</i>
Type or Print Name <i>Nathan Kachel</i>	

<i>[Signature]</i> _____ (Witness Signature)	
<i>Nathan Kachel</i> _____ (Printed Name)	

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

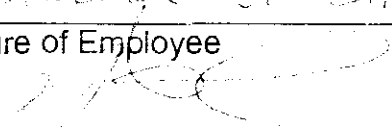
Contract Number:	Description of Services:
------------------	--------------------------

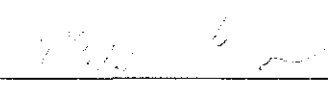
Contractor Name: Torrey Point Group LLC

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: <u>DIRECTOR OF SALES SOUTHWEST</u>	
Signature of Employee 	Date <u>8/30/11</u>
Type or Print Name <u>MICHAEL SIMMONS</u>	

 _____ (Witness Signature)
<u>Michael J. Simmons</u> _____ (Printed Name)



Amendment No. 4
of
Contract No. MA 5600 NA120000142
for
Purchase and Implementation of Optical Network System
between
TorreyPoint Group LLC ("Contractor")
and the
City of Austin ("City")

The above referenced Contract is amended as follows:

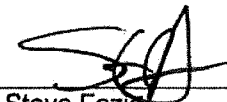
1.0 Section 1.4.1, Clarifications, is hereby deleted in its entirety and replaced with the following:

The Contractor's Contract Manager for this engagement shall be Ben Tuorto, 919-801-8412, bt@torreypoint.com. The City's Contract Manager for the engagement shall be Mike LaMarre, 512-974-2780, mike.lamarre@austintexas.gov. The City and Contractor resolve to keep the same key personnel assigned to this engagement throughout its terms. In the event it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

2.0 All other terms and conditions remain the same.

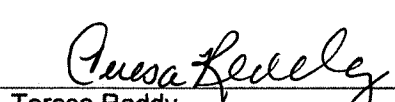
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature and Date:

 9/12/2013

Steve Fazio
CEO
TorreyPoint Group LLC
1390 Borregas Avenue
Sunnyvale, CA 94089

Signature and Date:

 10/23/13

Teresa Reddy
Corporate Contract Compliance Manager
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. MA 5600 NA120000142
for
Purchase and Implementation of Optical Network System
between
TorreyPoint Group LLC ("Contractor")
and the
City of Austin ("City")

The above referenced Contract is amended as follows:

1.0 Section 1.7, Term of Contract, is hereby deleted in its entirety and replaced with the following:

The initial term of the Contract will become effective on the date signed by the City (Effective Date) and shall remain in effect until the earliest of when the deliverables set forth in the Statement of Work are complete or April 15, 2013 or the City terminates the Contract. Ongoing Support and Maintenance will begin upon acceptance of the system and will be effective for four (4) years.

2.0 All other terms and conditions remain the same.

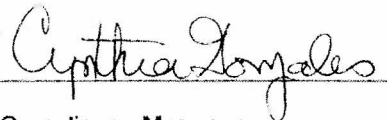
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature and Date:

 1/22/13

Steve Fazio
CEO
TorreyPoint Group LLC
1390 Borregas Avenue
Sunnyvale, CA 94089

Signature and Date:

 1/23/13

Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office



Amendment No. 1
of
Contract No. MA 5600 NA120000142
for
Purchase and Implementation of Optical Network System
between
Torrey Point Group LLC ("Contractor")
and the
City of Austin ("City")

The above referenced Contract amended as follows:

1.0 The last sentence of Section 1.3, Compensation, is hereby deleted in its entirety and replaced with the following:

In consideration for the goods and services to be performed under this Contract, the Contractor shall be paid a total amount not to exceed \$2,024,278.91 with four 1 year terms for Support and Maintenance paid annually in advance in the amount of \$79,163.48 for the 1st year and \$135,157.16 each for years 2-4 for a total contract amount not-to-exceed \$2,508,913.87.

2.0 The Employee Job Title of Harry Aced in Exhibit D, Living Wages and Benefits Contractor Certification, is hereby changed to:

Project Manager

3.0 The Contractor's Name in Exhibit D, Living Wages and Benefits Contractor Certification, Section 4, is hereby changed to:

Torrey Point Group LLC

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature and Date:

Signature and Date:

Steve Fazio
CEO
Torrey Point Group LLC
1390 Borregas Avenue
Sunnyvale, CA 94089

Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MSO0056REBID ADDENDUM NO. 1 DATE OF ADDENDUM 7-11-11

This Request for Proposal is hereby amended to incorporate the following:

- 1.0 As this purchase will be financed, the 10% retainage noted in Section 0400, Paragraph 5 and the milestone payments and retainage in Section 0500, Paragraph 6.9 will not apply to this contract. These aforementioned sections are deleted in their entirety.
- 2.0 The questions received and the answers thereto are posted to the Purchasing Office website as document MSO0056REBIDQandA.
- 3.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

BIDDER

AUTHORIZED SIGNATURE

DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

QUESTIONS AND ANSWERS
Purchase and Installation of Optical Network System

1. Can you provide a more specific description of who should be considered part of the proposal or project team for criminal background investigation purposes? Are there any alternatives?

A criminal background investigation will need to be done on anyone who will have access to the network plans for the purposes of preparing your proposal.

2. Please advise regarding Section 5 of document 0400 as to retainage. If this project is to be financed on a five year agreement, will the retainage apply?

See Addendum 1.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Purchase and Implementation of Optical Network System
RFP NO. MSO0056REBID ADDENDUM NO. 2 DATE OF ADDENDUM 7-11-11

This Request for Proposal is hereby amended to incorporate the following:

- 1.0 The sign-in sheet from the pre-proposal conference is posted to the Purchasing Office website as document MSO0056REBIDATTF.
- 2.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

BIDDER

AUTHORIZED SIGNATURE

DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: MSO0056REBID

COMMODITY/SERVICE DESCRIPTION: Purchase and Implementation of Optical Network System

DATE ISSUED: June 27, 2011

REQUISITION NO.: 5600-11051900363

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:00 p.m. on July 6, 2011

COMMODITY CODE: 2062372

LOCATION: 124 W. 8th St., 3rd Floor Conference Room, Austin, TX

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

SUBMITTAL #1 DUE PRIOR TO: 2:00 p.m. on July 20, 2011

Mick Osborne

SUBMITTAL #2 DUE PRIOR TO: 1:00 P.M. on September 28, 2011

PROPOSAL CLOSING TIME AND DATE: 2:00 p.m. on July 20, 2011

Specialist Sr. Buyer

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

Phone: (512) 974-2995

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 8 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

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0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK/PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS	28
ATTA	ATTACHMENT A, SUBMITTAL #1 RESPONSE FORM	4
ATTB	ATTACHMENT B, SUBMITTAL #2 RESPONSE FORM	3
ATTC	ATTACHMENT C, FINANCIAL ANALYSIS INFORMATION	2
ATTD	ATTACHMENT D, FINANCIAL ANALYSIS SPREADSHEET	2
ATTE	ATTACHMENT E, FINANCIAL RESPONSIBILITY QUESTIONNAIRE	10
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0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	N/A
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- | | |
|------------------------|---|
| • Cover Page | Offer Sheet |
| • Section 0600 | Response |
| • Section 0700 | Reference Sheet (if required) |
| • Sections 0800 - 0835 | Certifications and Affidavits (return all applicable Sections) |
| • Section 0900 | MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable |
| • Bid Guaranty | (if required) |

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 p.m. on July 7, 2011 for Submittal #1 and by 4:00 p.m. on September 8 for Submittal #2. Inquiries should be e-mailed to mick.osborne@ci.austin.tx.us.

2. **INSURANCE.** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Mick Osborne
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
- (1) The policy shall contain the following provisions:
- (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.
- The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect through final system acceptance and the warranty period, with five years of annual maintenance and support. Annual financing payments are to be made for a five year period.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably

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necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

4. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management
Attn:	IT Procurement
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. RETAINAGE

The City will withhold ten percent (10%) retainage until completion of all work required by the Contract for each Phase. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

6. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

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- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors

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are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

9. Product Warranty

All product and service warranties, including third party software, are to begin upon final user acceptance, which acceptance shall be done in writing to the Licensor.

10. Additional Changes to existing provisions of the COA Standard Purchase Terms and Conditions (0300):

- 1. The introductory paragraph of Section 0300 is amended to read:

By submitting an Offer in response to the Solicitation, the Licensor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8 and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services.

- 2. Section 0300 Paragraph 21, "Warranty – Deliverables," is deleted in its entirety.
- 3. Section 0300 Paragraph 38, "Ownership and Use of Deliverables," is deleted in its entirety.

11. Right to Use and Adapt

Except as specified herein and in the Licensor Software License Schedule and Software Support Schedule, there shall be no restrictions on Purchaser's rights to use or move the Software to a new location within the State of Texas. Purchaser's rights and protections in this section shall survive the termination of the Contract.

12. Force Majeure

The nonperformance or delayed performance by Licensor or City of any obligation under the Contract shall be excused if such nonperformance or delay is caused by circumstances beyond its control ("Force Majeure"), except to the extent that Licensor knew or should have been able to foresee the likelihood of such an event prior to City's award of the contract and failed to inform City thereof. Items beyond the control of the parties include but are not limited to: acts of a public enemy; natural disasters; epidemics or quarantine restrictions; war, riot, or sabotage; fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials, or supplier delays; and acts of civil or military authority having jurisdiction.

In the event of any delay which can be shown to be attributable to any of the foregoing causes, the date for performance of the relevant provision shall be extended for a period equal to the time lost by reason of the delay but in no event longer than one hundred twenty (120) days, at which time the City may elect to terminate the contract, providing the Licensor or City, as applicable, has taken reasonable steps to proceed with the performance of the Contract and has made written notification of such delay and of any corrective action taken. Project milestone dates shall be adjusted by the amount of time attributable to the

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delay. Licensor shall not be entitled to any increase in compensation. The following delays shall not constitute excusable delays in performance by Licensor and shall not constitute a reason for extending the date for performance of the Contract:

- i. Delays by sub Licensors or by suppliers for reasons other than those defined above.
- ii. Delays in documentation approval due to inadequate design or documentation or to unrealistic approval schedules.
- iii. Delays caused by Licensor's lack of sufficient personnel with the necessary technical skills.

In the event that the Software becomes inoperable, fails to function, or is incapable of operating as a result of causes beyond Licensor's reasonable control, including but not limited to the situations listed in subparagraph (a) above, then City shall be entitled, as its sole remedy for such failure, to an abatement of the Licensing, Maintenance and Operations fees payable hereunder, it being agreed that such a failure is not a default by Licensor, and that this abatement represents a fair and reasonable remedy and allocation of risk between City and Licensor.

13. Final Acceptance

Final acceptance of the Software and Services is defined as successful completion by Licensor of all Deliverables (including all required customizations) and payment milestones for all phases as stated in the Milestone Deliveries and Payment Schedule, and after Purchaser's receipt of all final documentation reflecting all changes and corrections, including those resulting from site acceptance testing and availability testing. For an intermediate implementation phase, acceptance of the phase or milestone shall be deemed to occur when Purchaser has completed the review and acceptance testing for that portion of the project, and all Defects, if any, have been addressed to Purchaser's satisfaction. The warranty period shall begin only upon final acceptance.

Licensor shall request final acceptance in writing stipulating that:

The Milestone Deliveries and Payment Schedule is completed.

Final acceptance and payment does not constitute a waiver by Purchaser of any rights with respect to Licensor's continuing obligations under the Contract.

It agrees to a waiver of all claims beyond final payment by Licensor against Purchaser other than those previously made in writing and still unsettled.

Final acceptance of the Work will be confirmed by Purchaser in writing and by making the final payment to Licensor.

For those customizations Purchaser requests subsequent to those itemized in the original Contract and provided by Licensor, such customizations shall also be subject to the final acceptance process set forth in paragraphs A-C above. Licensor and Purchaser shall decide upon a mutually agreeable schedule for the development and completion of any such subsequent customization features.

- 14. Warranties by Licensor against Infringements** The Licensor represents and warrants to the City that: (i) the Licensor shall provide the City good and indefeasible license or sublicense to the Deliverables (as appropriate) and (ii) the Deliverables supplied by the Licensor in accordance with the specifications in the Contract do not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; (iii) that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and (iv) the Licensor does not know of any valid basis for any such claims. The Licensor shall, at its sole expense, defend,

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indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise of the rights associated with the City's ownership, or if applicable, license rights, and its use of the Deliverables as set forth in this Contract infringes the intellectual property rights of any third party; or (ii) the Licensor's breach of any of Licensor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim at its own expense or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Licensor agrees that the City's specifications regarding the Deliverables shall in no way diminish Licensor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Licensor. If a claim described above may be or has been asserted, City shall permit Licensor, at Licensor's expense, to provide one of the following remedies in the following prioritized order, all at no additional cost to City: (i) procure the right to continue using the Software; or (ii) replace or modify the Software to eliminate the infringement while providing substantially equivalent functional performance. If Licensor remedies the claim by providing City replacement Software, City may reject such option, if in its reasonable judgment the replacement Software does not provide equivalent functional performance. Licensor shall have no indemnity obligation to the City under this Section if the infringement claim results from and would not have occurred but for (i) a modification of the Intellectual Property not provided by Licensor or authorized in writing by an authorized representative of Licensor, (ii) the failure to use any corrective update or the most recent version of the Intellectual Property, provided at no cost to the City, or (iii) the combination of the Intellectual Property with other non-Licensor products, other than such other Software as is reasonably intended for use with the Intellectual Property and approved in advance by an authorized representative of Licensor.

15. **Warranty – Software and other Non-Service Deliverables** The Licensor warrants and represents that during the Warranty Period all Deliverables purchased, licensed, or sublicensed to the City under the Contract shall be free from material defects in design, workmanship or manufacture, will function substantially in accord with their documentation, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Licensor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.
- A. The Licensor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be not less than one year from the date of Final Acceptance of the Deliverables or from the date of Final Acceptance of any replacement Deliverables. If during the Warranty Period, one or more of the above warranties in this Section are breached, the Licensor shall promptly upon receipt of demand either use commercially reasonable efforts to correct the non-conforming Deliverables, or replace the non-conforming Deliverables with materially conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. If City elects to allow Licensor to correct the non-conforming Deliverable and notifies Licensor before the expiry of the Warranty Period that the Software does not function substantially as warranted, Licensor shall use commercially reasonable efforts to rectify each such non-conformity within the Warranty Period. If any such non-conformity, which has been reasonably verified or replicated by Licensor, has not been rectified by Licensor within the Warranty Period, the Warranty Period shall be extended until such non-conformity is rectified but in no case more than thirty (30) days from notice date. If during the Warranty Period, a non-conformity remains uncorrected for more than thirty (30) days from the time Licensor is informed of the non-conformity, then the City may (at its sole discretion and as its sole and exclusive monetary remedy): (i) reduce the quantity of Deliverables it may be required to purchase under the Contract from the Licensor, and obtain an immediate refund of money paid by the City for the non-conforming Deliverables; provided, however, that in addition to (and notwithstanding the foregoing) the City may seek any other monetary remedy available under this Agreement if Licensor fails to use its reasonable best efforts to correct the non-conformity. In addition, and notwithstanding the above, this paragraph shall not apply to any contractual requirements on Licensor

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to provide either insurance or indemnification and shall not limit the operation of or remedies provided by those sections of the Contract.

Licensor warrants that it will perform a standard virus check for known viruses prior to shipping the Software to City. Additionally, Licensor warrants that, to its knowledge, it has not inserted any time bomb or other similar disabling device into the Software.

Licensor warrants and represents that it has taken reasonable steps in accordance with its standard procedures to test the Licensed Programs for which a license is granted hereunder for spy ware and malware code and for code that collects and/or distributes information without Licensee's or the actual user's consent (hereafter referred to as "Invasive Code"); that to Licensor's best knowledge the Licensed Programs are free of Invasive Code as of the date of delivery by Licensor, and that Licensor will continue to take such reasonable steps with respect to future enhancements or modifications to the Licensed Programs. Licensee will also take reasonable steps in its other procurements and in the operation of its operating environment to monitor for and detect the presence of Invasive Code from other sources.

- C. If the Licensor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Licensor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Licensor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

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1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The City of Austin (COA) is requesting proposals from experienced and qualified Proposers to provide a hybrid Dense Wave/Coarse Wave Division Multiplexing optical network system including all optical hardware components and supporting devices, optical network management software, network design modeling software, and integration and installation services for deployment on the City's existing single-mode optical wide area network.

The Scope of Work for this Request for Proposal includes a fully functional ROADM network on the City's Super Ring fiber optic network with (8) active wave channels per fiber span. In addition, the Scope includes providing 10GE wave services to (8) Austin Police Department facilities at various locations around the City.

The City of Austin seeks to procure the solution via a five-year financing arrangement.

The City of Austin will consider proposals from manufacturers, authorized resellers, or systems integrators who are also authorized resellers. Solution providers who elect to partner for the solution will also be considered provided that there is a principal partner who is solely responsible for delivery of the entire Scope of Work (a Prime Contractor). In all cases, the selected Proposer will be responsible for delivering all hardware, software, design services, project management services, and related training as detailed below in Section 1.3, Project Scope.

Please note that all Responders to this RFP must propose a specific manufacturer of WDM optical network products.

1.2 Solicitation Timeline

<u>EVENT</u>	<u>DATE</u>
SOLICITATION ISSUE DATE:	6/27
PRE-BID/PROPOSAL CONFERENCE:	7/6, 1:00 p.m.
SUBMITTAL #1 CLOSING:	7/20, 2:00 p.m.
SUBMITTAL #1 EVALUATION COMPLETE	8/1
NOTIFY PROPOSERS OF RESULTS	8/2
CRIMINAL BACKGROUND CHECKS DUE	8/16
ISSUE SUBMITTAL #2 DOCS TO PROPOSERS	8/26
SUBMITTAL #2 CLOSING	9/28, 1:00 p.m.
PROPOSER PRESENTATIONS & DEMOS	TBD
SUBMITTAL #2 EVALUATION COMPLETE	10/24
COUNCIL APPROVAL DATE	12/15
CONTRACT EXECUTION:	12/15

1.3 Business Goals

- To ensure that the City's wide area network can provide sufficient speed and data throughput for today's demanding data applications such as high-definition video, and for future data transport needs for the next 7-14 years.
- To obtain a scalable, flexible optical network transport infrastructure that will replace existing transport solutions that are nearing end-of-life.
- To obtain an optical network transport system that will allow delivery of business information via broadband Ethernet, wave services, and "alien" waves (optical signals generated by devices other than original OADM [Optical Add/Drop Multiplexer] and ROADM [Reconfigurable Optical Add/Drop Multiplexers] devices).
- To obtain an optical network transport system that will install on the City's existing "Super Ring/Sub Ring" fiber topology without requiring physical changes, installation of additional fiber optic strands, or relocations of existing fiber cable plant.
- To obtain an optical network transport system that can separate critical infrastructure and corporate communications traffic streams into discrete wave-division channels.
- To obtain ROADM on the Super Ring (core ring) that will allow City of Austin network operators to remotely control adding, dropping, and passing through of wavelengths
- To obtain an optical network transport that is designed to potentially provide at least (40) wave channels on the DWDM portions, and at least (8) channels on the CWDM portions without requiring replacement of originally installed infrastructure components.
- To obtain an optical network transport system that includes options for path protection of critical circuits.
- To obtain the selected full-scope solution via a 5-year financing arrangement.

1.4 Project Scope

1.4.1 Vendor Scope of Work

The Selected Vendor is to provide a complete "turn-key" professional implementation including:

- Project management
- Engineering support
- Installation of the DWDM and CWDM (if applicable) platforms
- Turn-up and self test, and provisioning
- Performance testing

- Informal knowledge transfer during turn-up, provisioning, and trouble shooting
- As built documentation

The Scope of Work for the City of Austin Optical Network Upgrade Project is the **implementation of a ROADM optical network solution on the City's Super Ring and implementation of a WDM optical network solution on (1) City sub-ring, consisting of the following:**

- Design and deploy (8) – (16) ROADM nodes deployed on the City's Super Ring, final number depending on budget and design;
- Design and deploy a ROADM system on the City's Super Ring capable of supporting up to (40) wavelengths with initial deployment of up to (16) active 10G wavelengths per fiber span;
- Design and deploy a WDM system on (1) City sub-ring capable of supporting (8) wavelengths with initial deployment of (4) active 10G wavelengths per fiber span. The sub-ring deployment may be ROADM or Fixed OADM or CWDM depending on cost;
- Provide Pre-Deployment Engineering to include the following:
 - a. Site Survey of all site locations
 - i. Review requirements in advance with City
 - ii. Perform site survey
 - 1. Verify rack space, power, and misc material
 - 2. Develop installation material requirements
 - 3. Generate site survey reports with recommendations
 - 4. Coordinate with City of Austin to complete remediations and produce site approvals and sign-offs per site.
 - iii. Address deficiencies with City, provide recommended mitigations, and coordinate mitigation
 - b. Produce Engineering Design Package (EDP) consisting of:
 - i. Network, Rack elevation, and shelf face drawings in Visio
 - ii. Fiber Run List
 - iii. Cable run List
 - iv. Wavelength routing
 - v. Commissioning and Provisioning details
 - c. Create and submit to City for approval a Test and Acceptance Plan that includes:
 - i. Layer 1, BER test to include a 15-minute per circuit test resulting in zero pre-FEC (Forward Error Correction) errors
 - ii. Layer 2, RFC 2544 if applicable to the proposed solution

- iii. OSA (Optical Spectrum Analysis) test per optical node on a span-by-span basis
- Validate fiber plant readiness for DWDM by performing the following:
 - a. Bi-directional OTDR test of dark fiber link at 1550 NM
 - b. Bi-directional OTDR trace with event summary:
 - c. Bi-directional loss reading
 - d. Optical Return Loss (ORL) reading
 - e. Compare OTDR loss values against expected values for path length.
 - f. Address deficiencies with City
 - g. Coordinate with the City to complete remediations and obtain sign-offs for readiness
- Provide Installation Services including the following:
 - a. Kit and Stage material by site
 - b. Deliver material to sites at time of installation
 - c. Install vendor provided miscellaneous material identified in site survey including fiber jumpers, management cables, power cables, mounting hardware, attenuators, and consumables.
 - d. Mount chassis and slot cards per EDP
 - e. Coordinate with City to place asset tags as required, and in accordance with City policies.
 - f. Coordinate with City to implement an audit process for receivables/billables installed at each site.
 - g. Provide inventory of installed components with serial numbers on a site-by-site basis.
 - h. Connect power cabling to fuse panels or AC outlets located within the City provided equipment racks or cabinets
 - i. Run fiber and management cables:
 - j. Clean and scope-inspect (400X) all fiber jumpers at the rack location.
 - k. Clean and scope-inspect (400X) all fiber connectors at the rack location. Coordinate with City to remediate City-owned connectors.
 - l. Tag/label the jumpers and equipment with appropriate nomenclature of node, circuit IDs, etc.
 - m. Turn-up and self test system per manufacturer guidelines.
 - n. Address any out of box failures directly with manufacturer
 - o. Provision per City approved EDP
 - p. Implement three-node lab network onsite at customers facility for informal knowledge transfer using products to be deployed in a later build phase.

- Perform Testing and Acceptance, including:
 - a. Verify optical the power levels are within specification on all interfaces.
 - b. Verify all required VLANs are detected and transmitting the correct throughput.
 - c. Perform (15) minute BER test for per circuit with zero pre-FEC errors for layer one transport.
 - d. Perform an RFC 2544 test (if applicable to the solution), setting the correct site bandwidth to test for throughput, frame-loss, and delay.
 - e. Perform OSA test per node, span-by-span.
- Provide As-Built Documentation of Installation, provisioning, and testing
 - a. Provide as-built documentation at conclusion of each project build phase
 - b. Installation Information
 - i. Visio diagram of network
 - ii. Visio diagrams of rack elevation and face drawings
 - iii. Equipment list by site
 - iv. Fiber run list
 - v. Cable run list
 - vi. Digital images of installed equipment per site
 - c. Provisioning Details
 - i. NE name, IP address, VLAN ID , etc
 - ii. Circuit type, endpoint location, etc
 - iii. Circuit flow diagrams
 - iv. Wavelength routing
 - d. Test Results
 - i. Bit error rate test results per circuit.
 - ii. RFC 2544 test results per circuit as applicable
 - iii. OSA results
- Provide Project Management Services
 - a. Coordinate with City Project Manager to update MS project and manage to plan;
 - b. Create and maintain action item register;
 - c. Identify critical path items and escalate as required to gain resolution;
 - d. Facilitate onsite project kick-off meeting;

- e. Coordinate weekly on-line project meetings via Webinar, video conference or audio conference as needed;
- f. Submit change management process for City approval and follow process if necessary;
- g. Hold close-out meeting and facilitate customer walk through at conclusion of each phase of the project build.
-
- Provide design/modeling/configuration software and/or services needed to deploy a fully functional system per items #1 through #4 above ;
- Provide system management software/hardware;
- Provide customer training as follows:
 - a. Training for up to (8) City technical staff to include system configuration, change management, troubleshooting and system management software;
 - b. Informal training for City staff as “shadow” or “over-the-shoulder” training during turn-up, provisioning and troubleshooting phases of the deployment.
 - c. Provide one-day of hands-on demonstration on DWDM software tools using the three-node lab setup.
- Provide maintenance and support;

The City of Austin will provide staff time and resources necessary to support the selected Proposer's requirements for information and in-house consulting. The Proposer must furnish and install a fully functional system that meets the requirements specified in a negotiated contract. Details regarding the Buyer's responsibilities and the Proposer's responsibilities are noted below. The final contract will dictate specifics of the Scope of Work for both Buyer and Proposer.

1.4.2 City of Austin's Responsibilities

The City of Austin shall be responsible for the following:

- City Project Manager to coordinate with Vendor's Project Manager
- Provide adequate rack space and power for equipment
- Provide access to sites during normal business hours
- Provide fiber maps, segment lengths, and past OTDR results as available
- Provide cross-connect panels for fiber line side jumpers and client connections
- Provide onsite conference rooms for training and meetings
- Provide a facility for onsite lab network

- The City will provide fiber characterization data for City fiber rings prior to Submittal #2. The fiber spans are all within the City of Austin metro area. Test results will be based on OTDR measurements. Fiber type is SMF-28 with some newer routes using SMF-28e+. Any changes required for fiber not conforming to the anticipated specifications shall be agreed upon by the City and the Contractor. The City realizes that additional equipment or costs may be required to compensate for the fiber quality.
- Office space for Contractor project management staff, if needed.
- Preparation and delivery of network documentation to the Contractor necessary for design, specification and implementation of the selected system.
- Space, power and environmental conditioning suitable for the new optical networking equipment per manufacturer's recommendations.
- Facilities, including telephones, personal computer hookups, and access to copy and fax machines.
- All equipment relay racks will be provided and installed by the City.
- The fuse and alarm panel will be provided and installed by the City.
- Approval of milestones and deliverables

1.4.3 Contractor's Responsibilities

Contractor shall be responsible for the following:

- All system design, hardware installation (in conjunction with City of Austin staff), software installation, programming, testing, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Contractor shall assume full responsibility for its inclusion in this solution.
- The acquisition and installation of all required hardware. (Note: The City reserves the right to purchase certain hardware such as computers and laptops from other sources.)
- The Contractor shall supply all necessary installation and mounting materials to properly complete the installation of the equipment at the locations specified and to render the installed system fully operational.
- While the fuse and alarm panel will be provided and installed by the City, the Contractor shall make the A + B power connections from the proposed equipment to the fuse and alarm panel within the rack.
- Contract management, design services, training services and consulting services.

- All technical documents for the proposed system and its components. These documents shall include manuals for product installation, operation and maintenance, including detailed design documents for customized system application and test plans. The Contractor shall grant the City the authorization to reproduce any provided documents for internal use.
- In conjunction with City staff, development of an Acceptance Test Plan and assistance in the performance of Acceptance Testing for the entire system. During testing, the Contractor must be available on-site for assistance and correction of any errors detected. Testing must be successfully performed before the City approves the final sign-off for the acceptance of the system.
- Be present on-site at the City of Austin during implementation, testing and acceptance.
- Provide a detailed list of the necessary resources, skills and expertise, complete with personnel job descriptions, required for the City to maintain and expand the system once implemented.
- Provide system design, configuration, and maintenance training to a minimum of four (4) City of Austin staff members.
- Provide as-built rack-up diagrams for each deployed node.
- Provide all specifications and requirements for node site power, cooling, space requirements and other environmental as required.

2.0 DESCRIPTION OF EXISTING SYSTEM(S)

2.1 Business Context

The current fiber optic network - City of Austin Telecommunications Network (COATN) can not support the current and future telecommunication projects due to a lack of capacity to transmit large amounts of data and lack of adequate bandwidth. Several factors that directly affect the need to upgrade the current fiber optic network within the next (36) months are:

- The current fiber optic network equipment (Cisco RPR) has been announced end-of-life by the manufacturer (December 2009). End of Support (EOS) for the existing COATN hardware is scheduled for December 2014.
- Current and future networking project initiatives, (especially public safety and multi-media) require additional bandwidth.
- Additional capacities are required for projected increase of data traffic and speed due to video based business applications.

- Currently, the City of Austin receives broadband network services for both data and television via a CATV franchise agreement with Time Warner Cable. Due to recent regulatory changes made by the State of Texas, current data and television services to the City will not be supported after Dec. 2011 resulting in a possible loss of television delivery to all city locations.

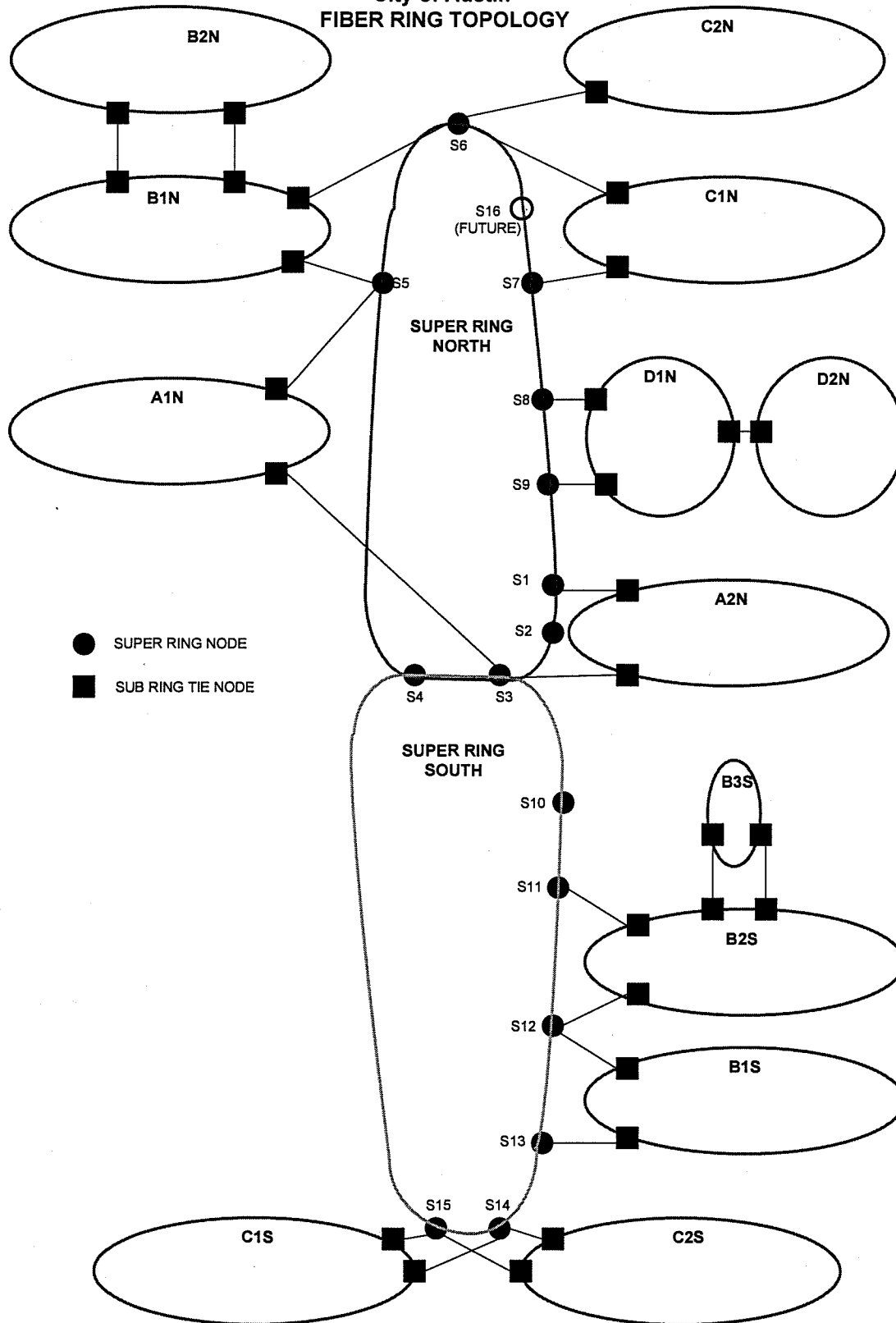
The City has determined that it can ensure adequate bandwidth resources for many years to come by upgrading the fiber optic electronics to Wave Division Multiplexing WDM (see Figure 2) technology. Upgrading to WDM technology will enable the city's network infrastructure to accommodate any next-generation form of data activity on the network (proliferation of video web streaming, video training, video teleconferencing and event monitoring), and will provide an exponential increase in bandwidth capacity without requiring installation of additional expensive fiber-optic infrastructure.

2.2 Current System

2.2.1 City of Austin Fiber Ring Topology Diagram

The following schematic diagram is a representation of the City of Austin fiber-optic WAN. This diagram is intended to represent the relative size and scope of the WDM system installation being considered.

City of Austin
FIBER RING TOPOLOGY



2.2.2 Wide Area Network Description

The City of Austin, Texas owns and operates approximately 350 miles of fiber-optic network consisting of twelve (12) strands of single-mode fiber. The network has one "super ring" that connects to ten (10) sub-rings. Approximately (200) city facilities are connected to the rings. Of those (200) sites, approximately (100) are connected as "nodes" using SONET connections on one pair of fiber and RPR (Resilient Packet Ring) on another pair. The remaining sites are connected "downstream" of the SONET or RPR nodes with remaining strands of fiber as spur connections. The City's wide area network provides connectivity only to City sites; no consumer services or commercial services are provided (by law, the City is barred from reselling services on the network).

Two fiber-optic strands have been set aside for the network upgrade described herein. Strands #1 and #2 have been tested, re-connectorized, and certified as suitable for use in a WDM (Wave Division Multiplexing) network (or other optical transport, if applicable).

The City's twelve strands are part of a government cooperative WAN that consists of between (96) and (112) strands owned and operated by several government organizations. Collectively, the WAN is known as the Greater Austin Area Telecommunications Network (GAATN). The City's 12 strands within the common sheath are known as the City of Austin Telecommunications Network (COATN). Most of the GAATN/COATN spans are aerial, with a few spans underground.

The GAATN partners (other than the City of Austin) are:

Travis County	The State of Texas
Austin Community College	University of Texas
Lower Colorado River Authority	Austin Independent School District

It is important to note that the City of Austin has set aside (2) unused fiber stands (strands #1 and #2) for this network upgrade project so that the new technology can be installed in parallel with existing transports.

2.2.3 Wide Area Network Utilization

2.2.3.1 OC-48 Resilient Packet Ring (RPR) enterprise network

Most locations have 100 Mb/s connections to the RPR enterprise network:

- **Libraries:** Staff LAN, plus wired and wireless public Internet access using VPN tunnels
- **Police:** Have separate network using VPN tunnels created by firewalls
- **Fire Department and EMS:** Have a separate authentication domain, but use the enterprise network
- **Austin Water Utility:** The Water department uses the enterprise network. They plan to use the network for a number of their SCADA (utility Supervisory Control and Data Acquisition) locations that are currently connected by low speed leased lines.

- **Austin Energy:** The Electric Utility operates its own fiber network, which is connected to the enterprise network through a firewall located on the downtown sub ring.
- **Traffic Department:** The Traffic Department runs their own fiber network for traffic light control and video cameras for traffic management. This network connects to the enterprise network at the City's Traffic Control Center (TCC) on the downtown sub ring.
- **ABIA:** The Airport operates its own network, which connects through a firewall to the enterprise network.

The City also carries traffic for other government agencies that are members of the Greater Austin Area Telecommunications Network (GAATN) organization.

2.2.3.2 Internet

- The City of Austin provides Internet connectivity for library patrons.
- Internet is also provided through a wireless mesh that currently covers the downtown area and parts of the east central city.
- Internet bandwidth is also provided to the Convention Center for events, to the City's Public Access Television station, and to the electric utility for their backup connection.
- All of these connections converge at the City's primary data center, located downtown. The current Internet connection between the City's main data center and the Texas Higher Education Network (THE Net) on the University of Texas campus is an OC-12 pipe inside a OC-48 ONS SONET ring.
- Current maximum Internet traffic utilization is about 200 Mb/s between the hours of 10 AM and 9 PM. This utilization has higher peaks during events at the Convention Center.

2.2.3.3 Traffic Utilization

There are three major buildings that have large amounts of traffic:

- The City's main data center, located downtown - houses the City's primary data center: most application servers located here
- Secondary downtown location: backup servers located here

There are currently 1Gbps links between the Super Ring and sub ring RPR routers at the super node sites.

2.2.3.4 Services on the SONET network

The following services are delivered over the wide area network using an SONET transport:

- **Telephony trunks** - The City of Austin maintains a network of Avaya digital phones connected by T-1 circuits through the SONET rings. These TDM phones are being phased out and replaced with Avaya VoIP phones over a three-year period.
- **Radio System** - The SONET network is also used to carry control and voice signals for the remote trunked radio consoles. The Master Control facility for the radio system is located on the Super Ring and also connected to one sub ring.

- **Internet & Video** - SONET is used to transport the Internet pipes, wireless mesh nodes, some video cameras for the TXDOT agency, and various other Ethernet channels that need to be separated from other City traffic for security reasons.
A major concern is that the demand for video surveillance systems will soon use all of the available bandwidth on the current network. Some of these video systems are for the police, which will require separation from the enterprise network that services most city departments.
- **Future Services** - Other future major bandwidth projects include the requirement to carry video for the Public Access Television station, and government access television channels. There may also be a need within the next (2) years to redistribute up to (8) television stations via an IP transport to many City facilities.
- **Microwave** - There is one fiber ring that interconnects microwave towers. The ring transports OC-48 SONET on Cisco ONS 15454 muxes. This ring is totally dedicated to the trunked radio network, and is not available for other traffic. Most of the tower sites are also on the enterprise fiber network, and the enterprise network is used for video surveillance and backup circuits. The microwave towers have been used for wireless links from remote sites to the network.
- **Leased Lines** - Leased lines are used to connect locations that are outside of the COATN fiber network.
- **Wireless Links** - Wireless point-to-point links using unlicensed RF spectrum are currently used to connect several remote locations to the network. We anticipate that the number of these links will increase due to the need for network connections in recently annexed areas. The city also has a wireless mesh and wireless hotspots located in various city buildings.

2.2.4 Service Types

- **Voice** - There are currently about (80) T-1 circuits being carried on the ONS and JMUX rings to support the TDM phone system. These circuits will gradually be retired as the City migrates to VoIP. The VoIP migration is anticipated to complete by 2013.
- **Data** - Most data traffic is carried on RPR rings. Some private network data is carried on SONET pipes.
- **Wi-Fi** - Separate networks carried on VPN tunnels and SONET pipes.
- **Video Surveillance** - The City is currently deploying video surveillance cameras to all City buildings as part of a large eSAS (electronic Safety and Security) program. This project is anticipated to take (2) years.
- **SAN Storage** - There are large SAN systems at the City's main downtown center, a Public Safety data center and a Backup Center, and a smaller SAN at a secondary downtown location. They operate in a load sharing configuration.

- **Video Conferencing** – The City is currently deploying desktop-based and room-based Hi-Def video conferencing throughout various City locations. It is anticipated that the City will have up to (500) VTC endpoints in three years.
- **Utility SCADA** – Low-bandwidth Water Utility SCADA currently is transported on separate network through SONET pipes.

2.2.5 Transport Technologies

There are currently two network transport technologies used on the network, Cisco RPR and SONET (GE JungleMUX and Cisco ONS).

- **RPR** - The RPR network consists of Cisco 10720 RPR routers.
- **SONET** - There are several SONET bandwidths currently used:
 - GE JMUX OC-12 on super ring;
 - GE JMUX OC-3 on 7 subrings;
 - GE JMUX OC-1 on one subring;
 - CISCO ONS OC-48 on super ring and 1 sub ring;
 - CISCO RPR 10720 on all rings.

2.2.6 Layer 2 & Layer 3 Network Devices

- Cisco 10720 RPR routers on all rings
- Cisco 650X Layer 3 switches at three large sites
- Cisco 4507 L3 switches
- There are over (300) Cisco L2 switches in the enterprise network, all Cisco except for the Austin Water & Wastewater utility, which uses Foundry L3 switches.
- The enterprise network has used Cisco as the standard Ethernet network systems provider since 1993.

2.2.7 Network Management Tools

- Attention® software is used to send pager alarms.
- Orion® software currently also provides network statistics.
- Cacti (freeware) also provides network statistics.
- JMUX network is managed with VistaNet®
- Cisco ONS network is managed with CTC®
- The RPR network and all switches are managed with Cisco Works® and CLI
- The UPS network is managed with APC InfrastruXure®
- The transceiver network is managed with Transition Focal Point2®

2.2.8 Current Network Slow-downs and Bottlenecks

- All of the substation-to-police server traffic **must** travel through an OC-12 SONET pipe between APD HDQ and the police server data center.
- The Public Works Department is the primary tenant of a large, highly populated building located near downtown.
 - Public Works employees are the largest group of users of the ArcInfo® GIS system; geospatial data files tend to be very large.

- The GIS server and files are accessed by users and software applications throughout the City.
- There are GIS performance issues for users both inside the Public Works building and other City sites.
- Internet traffic is increasing every month.
- The OC-12 pipe between the City and University of Texas (the City's Internet provider) is expected to become saturated in the next few years.
- Each of the OC-48 RPR rings provides 2.5 Gb/s in both fiber strands, for a total of 5 Gb/s capacity on the ring.
- Most Sub Rings are currently running less than 5% capacity average.
- One sub ring is peaking at 10%, and the Super Ring is averaging 20%.
- The 1 Gbps interfaces between Sub Rings and the Super Ring can reach saturation during some events, such as a city-wide video broadcast of the City Manager.

2.2.9 Fiber Route Expansion

- The City annexes new areas outside Austin occasionally. The first services provided in these areas are fire stations. The fiber network is expanded to these new locations from existing rings.
- There are NO plans to add to the (12) strands of the existing rings.
- The original fiber network was within the City of Austin Electric Utility service area, but has expanded beyond the utility's service area.
- All fiber cables were on City-owned pole lines.
- Newly annexed areas are not in the COA electric utility service area, which makes expansion more difficult and more expensive.
- When the rings are expanded due to installing fiber in new service areas, the rings eventually get too large. Therefore, there are plans to segment the larger rings into two smaller rings. This has already been done for three sub rings.
- Waller Creek Tunnel project (2014) in the downtown area will eventually force the relocation of several major traffic hubs.

2.2.10 Future Bandwidth Requirements

There are several active projects that will require large amounts of bandwidth in the near future. Aggregated bandwidth requirements City-wide are expected to exceed 100Gbps within three years, largely due to video-based projects.

2.2.11 Electrical Power

- Major nodes have DC UPS units that will keep the SONET and RPR equipment running for 4 hours.
- Most major nodes have either generators or electrical power transfer switches to connect portable generators.
- Some sites have optical bypass switches that will bypass the SONET and RPR nodes if DC power is depleted.

3.0 RFP – 2 PHASE SUBMITTAL PROCESS

Due to the security-sensitive nature of this project, the following procurement process will be utilized.

This Request for Proposal (RFP) consists of two Submittals.

Submittal #1: is an open, pre-selection process to gather information about Proposers' previous work experience, the Proposer's ability to provide ROADM and Fixed OADM product solutions on DWDM and CWDM optical transport from a single manufacturer, and the Proposer's ability to provide design engineering services and modeling tools and services for the proposed functional network. In addition, the City will analyze the financial positions of both the Proposer and the product Manufacturer (if different).

Proposers who meet the minimum qualification criteria of Submittal #1 will then be eligible to participate in the ensuing Submittal #2.

Submittal #2: Upon notification of eligibility to participate in Submittal #2, the selected Proposers will be required to designate a "project team." To satisfy City of Austin security policies, each member of the Proposer's project team will be required to undergo a City of Austin criminal history background check (CHBC) before drawings and specifications can be delivered for Submittal #2. (The requirement for CHBC is based upon the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) 'Minimum Standards for Initial Licensure and Suspension of License to determine eligibility for systems access.' The complete TCLEOSE licensing requirements may be found in Title 37, Texas Administrative Code, Chapters 217 and 223. These requirements represent the TCLEOSE rules for non-officers utilized by the State of Texas for access to the CJIS-compliant systems).

Proposers who are invited to respond to Submittal #2 will receive a complete package of network drawings and specifications from which the Proposers will respond with a full, detailed proposal for this project, including cost.

The drawings and specifications are deemed security sensitive by City of Austin security policies, and will be required to be handled accordingly and returned to the City based on proposed timeline – see Section 1.2. No duplication of any of this material will be permitted. These materials cannot be shown to anyone not on the project team.

Note that none of the documents can be handed over to a Proposer unless the Proposer's entire designated project team has been fingerprinted and passed the CHRC.

Submittal #2 responses will then be reviewed by the City's evaluation team and an award recommendation will be made. If desired by the City, interviews and/or demonstrations may be conducted before final selection.

The selected Proposer will be recommended to the Austin City Council, and subject to their approval, a contract award will be made. Following Council approval, and following final contract negotiations, a notice to proceed (NTP) will then be issued.

4.0 SUBMITTAL #1 RESPONSE INSTRUCTIONS

4.1 Submittal #1 Response Instructions - Minimum Qualifications

All interested Proposers must submit Submittal #1 responses.

SEE ATTACHMENT A FOR THE OFFICIAL RESPONSE FORM TO BE USED.

INSTRUCTIONS:

Choose either the YES or NO response in the "PROPOSER RESPONSE" column, and use the EXPLANATION column to explain or clarify the YES or NO response, or to provide data asked for in the REQUIREMENT column. Proposers may use referenced attachments to expand on the EXPLANATION. *Proposers are highly encouraged to use the EXPLANATION column in all cases.*

NOTE: The "Minimum Qualifications" are the MINIMUM qualification criteria that must be met in order to be eligible to participate in Submittal #2.

SEE ATTACHMENT A FOR THE FULL RESPONSE FORM TO BE USED IN RESPONDING TO SUBMITTAL #1.

4.2 Submittal #1 Selection Criteria

Criteria	Description
Minimum Qualifications	Based on responses received to the Minimum Qualifications (see 0500-Attachment A, Minimum Qualifications. Proposers meeting 100% compliance with the Minimum Qualifications will be invited to respond to Submittal #2.
Financial Viability of Company	Based on a standardized analysis conducted by the City of Austin Purchasing Office. See Attachments C and D for details of the City's financial analysis process. Criteria are: <ul style="list-style-type: none">• Company financials• Financial ratings• Financial ratios Proposers who do not pass the City's minimum Financial Viability criteria will not be invited to respond to Submittal #2.

4.3 Mandatory Submittals for Submittal #1

Responses to Submittal #1 are required in the following forms:

- One (1) original hardcopy of the Proposal Response (Must be clearly marked "Original"), including the Minimum Qualifications Response form found as Attachment A.
- Eight (8) photocopy hardcopies of the Proposal Response and the Minimum Qualifications Response form found at Attachment A.
- Two (2) copies of the Proposal Response and the Minimum Qualifications Response form found at Attachment A on optical media or USB solid-state media (such as thumb drive).

4.4 Additional Submittal #1 Requirements

4.4.1 Firm Background, Principal Officers and Prior Experience

This section will include the following items:

- Listing of the principal officers of the company, including name, title and tenure.
- Audited financial statements for the past two years for the Proposer and the Manufacturer as applicable. In the event that audited financial statements cannot be provided, the Proposer must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.
- A completed Financial Responsibility Questionnaire (Attachment E)
- Project management organizational chart identifying the Project Manager and full time/part time project staff members, including resumes for project personnel and the amount of time each project staff member will be dedicated to the project.
- Name, address, phone, e-mail and fax number of the authorized negotiator.

4.4.2 Operational Site References

Provide at least three (3) customer references for the Proposer and at least five (5) customer references for the Manufacturer, which are operating a fully functional system. References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact fax number
- Contact e-mail

4.4.3 Subcontracting

You must submit Section 0900, MBE/WBE No Goals Utilization Plan with both Submittal #1 and Submittal #2.

If you are going to subcontract any portion of this project, you must follow the instructions in Section 0900, contact the Small and Minority Business Resources Department, and perform Good Faith Efforts per their instructions. The Good Faith Effort documentation must be submitted with Submittal #1.

The Utilization Plan that you submit with Submittal #1 is preliminary. After the release of the Submittal #2 documents, there will be an opportunity to have additional subcontractors cleared for security purposes so that they will be able to view the RFP documents. Subcontractors may be changed, added, or deleted and a final, binding Utilization Plan will be submitted with your Submittal #2 response. However, you will be required to submit Good Faith Effort documentation for any changes made.

5.0 SUBMITTAL #2 RESPONSE INSTRUCTIONS

5.1 Submittal #2 Response Instructions

Proposers who meet all Minimum Qualifications found above in Section 3.1 and in Attachment A will be invited to submit responses and detailed Cost Proposals for Submittal #2.

Do not submit Responses for Submittal #2 until you are notified by the City of Austin. The City will notify qualified Proposers that they have been selected to submit for Submittal #2.

SEE ATTACHMENT B FOR THE OFFICIAL RESPONSE FORM TO BE USED FOR SUBMITTAL #2.

INSTRUCTIONS:

Use the Submittal #2 Response Form found in Attachment B to submit the response. Choose either the YES or NO response in the "PROPOSER RESPONSE" column, and use the EXPLANATION column to explain or clarify the YES or NO response, or to provide data asked for in the REQUIREMENT column. Proposers may use referenced attachments to expand on the EXPLANATION. *Proposers are highly encouraged to use the EXPLANATION column in all cases.*

Do not submit Responses for Submittal #2 until you are notified by the City of Austin.

5.2 Submittal #2 Evaluation Criteria

Criteria	Description	% of Total
Proposed Solution Viability	Compliance with project requirements	50
Project Management Approach	Project management methodology Completeness of project management documentation On-site project manager Qualifications and experience of project management staff	10
Evaluated Cost	Cost of product solution based on design criteria supplied by City of Austin Cost of maintenance agreements Cost of optional items	25
Experience	Number of successfully installed sites Customer references Similar installations (size and scope) Maturity of product Maturity of company	15
	Subtotal	100
Proposed Solution Demonstration/Interviews (Optional at the discretion of the City)	Compliance with Demonstration Scripts Functional flow and User Interface Preferences	25

5.3 Mandatory Submittals for Submittal #2

Responses to Submittal #2 will be required in the following forms:

- One (1) original hardcopy of the Proposal Response (Must be clearly marked "Original"), including the Project Requirements Response form found in Attachment B.
- One (1) original hardcopy of the detailed Cost Proposal based on drawings and design specifications that will be delivered by the City of Austin to qualified Proposers (based on results of Submittal #1).
- Eight (8) photocopy hardcopies of the Proposal Response, the Project Requirements Response form found in Attachment B and the detailed Cost Proposal.
- Two (2) copies of all materials listed above in electronic format such as media or USB solid-state media (such as thumb drive).

5.4 Submittal #2 Cost Proposal

5.4.1 Detailed Cost Proposal

Required Items:

- Link Loss Budget Calculations from the Proposer
- Per site power requirements (actual and maximum)
- Per site rack space requirements
- Drawings
- Network Overview
- Detailed drawings showing intra-node connectivity.
- Product Release Roadmaps
- Quotation pricing worksheet in Excel format
 - Broken down per site with each component or item (hardware, software and/or services) listed and priced individually
- Spare parts shall be listed separately and priced individually
 - Qty 1 each for each unique active component. (Does not include fiber jumpers, attenuators, DCM modules, passive filters.)
- Optional pricing that would enhance the base proposal or alternate equipment able to perform the same functionality as required by the base proposal.
- Provide Installation, turn-up, test, and integration support for each site. The Proposer shall quote the installation, test, turn-up, and integration services separately for each site.

- Provide hardware and software maintenance option pricing for the initial deployment while equipment is still under manufacturer warranty:
- 7x24x365 Remote Technical Support.
- Hardware Warranty uplift, Next Business Day replacement
- Software Warranty, including major and point-release upgrades.
- Provide hardware and software maintenance contract options for 1 and 3 year time period after manufacturer warranty expires.
- 7x24x365 Remote Technical Support.
- Extended Hardware Warranty, return for repair
- Extended Software Warranty, including major and point-release upgrades.
- Source code escrow
- Travel expenses:

Specify travel cost separately. City shall reimburse contractor for actual out-of-town travel expenses incurred for food, lodging and transportation, hotel and flight accommodations provided such expenses are reasonable. These expenses shall not exceed the amounts specified in the GSA Domestic Per Diem Rates: <http://www.gsa.gov/Portal/category/100000>

The City's judgment shall prevail in any dispute arising over the reasonableness of such expense. All expenses will be reviewed against the City's Travel Policy. All invoices must be accompanied by copies of receipts (hotel bills, airline tickets, etc.). No reimbursement will be made for expenses not actually incurred.

5.5 Additional Submittal #2 Requirements

5.5.1 Alternate Proposals

If the Proposer feels they have a solution available that deviates from the general technical theme of the Plans and Specifications but still delivers the requested services, the Seller is encouraged to submit these configurations, with pricing, and a detailed response and explanation, under the cover of an "Unsolicited Alternate." The Proposer shall structure their response to detail the features of this solution and reply to the requirements of these Plans and Specifications based on that configuration.

5.5.2 Additional Submittals Required

Submit all required forms including the Offer Sheet, Section 0800, Section 0805, Section 0810, Section 0815, Section 0820, and a final Section 0900.

6.0 PROPOSAL RESPONSE PREPARATION AND EVALUATION

6.1 Proposal Presentation and Product Demonstrations

After Submittal #2 review, a short list of Proposers may be invited to provide a presentation of the proposed solution. The Proposer will be allotted (4) hours to complete the presentation.

Proposers selected to provide proposal presentations and product demonstrations are required to submit an agenda.

Proposers must ensure the appropriate technical personnel are available to attend proposal presentations and product demonstration sessions.

If selected to present, the Proposer is expected to deliver a product presentation, a live demo of the management system, further explanation of point-by-point responses to these specifications, a parts list for the network, and any pertinent product information or diagrams specific to the proposal. The presentations are expected to be scheduled between August 29, 2011 and September 7, 2011.

Minimum presentation requirements are:

- Product details and explanation of the proposed Design
- Detailed discussion of Capabilities and Features
- Software Demonstrations of circuit provisioning, element management, design modeling, sub-lambda grooming, etc. (may be presented via the internet or as a live remote demonstration).
- Questions and Answers

The City of Austin Evaluation Team may consider travel to Manufacturer's facility for product demonstrations. These demonstrations are used to further evaluate Proposers' proposals.

6.2 Vendor Selection

Submittal #2 responses will be reviewed by the City's evaluation team and a recommendation will be made to City Council. If desired by the City, additional interviews may be conducted before final selection.

6.3 Proposal Format for Submittal #2

The Proposal must be submitted organized as explained below, with the following subject headings and information included:

6.3.1 Executive Summary

The Executive Summary with the following information:

- Name of the Proposer
- Relationship of the Proposer and the proposed manufacturer
- Address of the proposing office

- Contact names, telephone numbers, fax numbers, and e-mail addresses for individuals authorized to answer technical, price, and/or contract questions
- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

6.3.2 Additional Submittal #2 Requirements

The Proposal should contain a Table of Contents and documentation to include the following information:

- Section Titles and Sub-Titles with page numbers
- Tables and Figures with page numbers
- Attachments
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations
- Project Management Methodology
- Implementation timeline

6.4 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
 - (1) shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - (2) shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - (3) shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - (4) must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making

process for this solicitation, will have any financial interest, direct or indirect, in said contract.

- (5) must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - (6) shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 - (7) shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
- ii Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

6.5 Proposal Acceptance Period:

All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

6.6 Proprietary Information:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

6.7 Exceptions:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6.8 Proposal Preparation Costs:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

6.9 Contract Payment and Retainage:

- i. The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed price or not to exceed contract is contemplated, with progress payments as mutually determined to be appropriate.
- ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products. These payments shall be based upon milestones completed as negotiated by the parties.
- iii. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced.

6.10 Source Code Escrow Agreement

At the City of Austin's option, the Contractor's source code shall be placed in escrow deposit with a nationally recognized escrow firm for the benefit of the City of Austin. Escrow deposits by the Contractor shall be kept current with all modifications, releases and fixes throughout the life of the System. Break out this cost separately in your cost proposal.

ATTACHMENT A - MINIMUM QUALIFICATIONS

RFP No. MSO0056REBID

Definitions:

Proposer – The Proposer can be a system integrator, reseller or the original equipment manufacturer. If the Proposer is a system integrator or reseller, the Proposer must be fully certified to resell, install and support the proposed manufacturer's products.

Manufacturer – The Manufacturer is the original equipment manufacturer of the proposed technology. The Manufacturer can also be the Proposer, but must be fully prepared to install and support the proposed products.

Item#	MINIMUM QUALIFICATIONS	Comply?		EXPLANATION
		YES	NO	
1	The Proposer can offer a five-year finance-to-own arrangement for the procurement of the solution.			Explain method by which financing may be offered.
2	All WDM optical hardware and software that will be proposed are from a single Manufacturer.			Provide evidence that the proposed solution's components will be from a single mfr. Identify the manufacturer that will be proposed.
3	The Manufacturer whose products will be proposed has at least five (5) years of history manufacturing and delivering WDM technology in successful customer deployments.			Provide information to support. Include product data sheets.
4	The proposed DWDM technology includes Reconfigurable Optical Add/Drop Multiplexing (ROADM) capability for the City's Super Ring nodes.			
5	The proposed DWDM technology includes Fixed Optical Add/Drop Multiplexing (Fixed OADM) capability.			
6	The Proposer has at least five (5) years of experience in designing, delivering, deploying and supporting successful deployments of ROADM solutions from the manufacturer being proposed.			Provide a resume of experience.
7	The Proposer has at least five (5) years of experience in designing, delivering, deploying and supporting successful deployments of Fixed OADM solutions from the manufacturer being proposed.			

21	The proposed technology provides a means of protecting wavelength services from outages due to fiber cuts on the ring.			
22	The proposed technology provides high availability features that can provide 99.99% uptime or better.			
23	The proposed technology allows network operators to remotely control the adding, dropping and pass-through of selected wavelengths on the DWDM portions of the network without the conversion of optical signals to electrical signals.			
24	The proposed technology provides automated power level balancing of multiple wave channels through ROADMs.			
25	The ROADMs provide signal amplification when needed due to optical power loss.			
26	The proposed DWDM portion of the solution provides node configurations with one, two, three and four degrees.			
27	The proposed technology is capable (through growth and expansion) of transporting at least (40) 10G DWDM wavelengths at each node simultaneously on the City's Super Ring (core ring).			
28	The proposed technology is capable of dropping sub-10G services out of a single lambda without dropping all services within the lambda (sub-wavelength grooming).			
29	The proposed technology can combine sub-wavelength services (i.e. SONET and Ethernet) into a single lambda.			
30	The proposed DWDM technology has a channel plan that meets ITU-T G.694.1 standard.			
31	The proposed technology solution includes Element Management Software that provides network-level and element-level management.			
32	The Element Management Software allows network operators to view current administrative status of each online component.			
33	The Element Management Software can be configured to prevent unauthorized login/access to the software.			
34	The proposed technology system components supports SNMP communications with the City's SNMP manager host via: SNMP V2 SNMP V3			

APPENDIX B- Project Requirements Response Form - Submittal #2

RFP No. MSO0056REBID

	Requirement #	Requirement Description	Comply?		Proposer Response
			YES	NO	
General					
	1	Proposers must provide the approximate number of ROADM optical nodes sold in North America to date that are in the same product family as proposed herein.			Provide the mfr's. number of deployed ROADM nodes in N. America.
	2	The proposed technology must support 40G bit rate. Is it available now? If not when?			Provide spec. sheet.
	3	The proposed technology must support 100G bit rate. Is it available now? If not when?			Provide spec. sheet.
	4	The proposed technology supports end-to-end provisioning of Layer 2 circuit services over wavelengths.			Provide specifications and explanation.
	5	The proposed technology should provide network interfaces for the following transport types: SONET -, OC-3, OC-12, OC-48, OC-192 Ethernet - 10/100BaseT, Fast Ethernet, GE, 10GE SAN-1G FC, 2G FC, 4G FC, 8G FC, 10G FC, FICON, ESCON, ISC-1, ISC-3			Provide specifications and explanation.
	6	The proposed technology should be certified by NetApp to transport NetApp storage area network traffic.			Provide evidence of NetApp certification.
	7	The system components must use industry-standard pluggable optical interfaces (SFP, XFP, GBIC, SFP+, etc).			Provide spec. sheet.
	8	The system must provide tunable 10G DWDM optical interfaces on transponders and muxponders.			Provide spec. sheet.
	9	The proposed technology must allow aggregation of various types of client services into OTU1 (2.5G) or OTU2 (10G) streams without altering the client signals.			Provide detailed explanation of the methods available for aggregating client services.
	10	The Proposer equipment shall be capable of supporting in-band and out-of-band management traffic using OSC or GCC features			Describe both in-band and out-of-band management capabilities of the system.
High Availability			YES	NO	
	1	The available path protection/circuit protection schemes recommended are capable of sub-50 millisecond recovery times.			Provide performance specifications/explanation.
	2	Layer 2 path protection schemes do not use Spanning Tree Algorithm.			Provide performance specifications/explanation.
	3	The proposed technology has options for providing protection against fiber cuts via higher network layers above layer 1.			Provide details of protection technologies available.

CWDM			YES	NO	
	1	<p>If the CWDM channels are installed as "banded," the proposed technology must support add/drop OADM filters with:</p> <p>(1)-channel banded components</p> <p>(2)-channel banded components</p> <p>(4)-channel banded components</p> <p>(8)-channel mux/demux components</p>			Provide specifications and explanation related to banded channels
	2	The proposed technology must allow expansion of the CWDM portions of the network from the initial 4-channel configuration to up to (8) channels on two strands of fiber without the need to change/replace the initially installed filters.			Explain how expansion can be performed using initially installed filters.
Management			YES	NO	
	1	The proposed technology must include both command-line interface and Web browser user interfaces for access to software management features of the solution components.			
	2	The SNMP Management Information Base (MIB) and Object Identifiers (OID) must be published and available to the City of Austin.			
	3	The provided Element Management System software (EMS) must be capable of generating a live (online) network map of devices deployed and in operation.			
	4	The EMS must allow network operators to modify configurations and operating status of online devices..			
	5	The EMS must allow network operators to upgrade/update operating system software on each online device.			
		The EMS must allow network operators to schedule and remotely install firmware updates to nodes and cards.			
	6	The EMS must allow network operators to access saved system components inventory data.			
	7	<p>The EMS must allow network operators to deploy software or firmware on:</p> <p>Network Elements</p> <p>Cards</p> <p>Components</p>			
	8	The EMS must allow network operators to perform configuration comparisons of same/similar devices.			
	9	The EMS must allow network operators to back up & restore Element configurations.			

	10	The EMS must allow network operators to back up & view Element status and change logs.			
	11	The EMS must allow network operators to perform configuration changes simultaneously on multiple like devices on a scheduled basis.			
	12	The EMS tool provides the ability to view optical spectrum characteristics on a channel-by-channel basis, similar to an optical spectrum analyzer.			
	13	The proposed technology must allow network operators to provision end-to-end circuits through a graphical user interface.			
	14	The proposed technology provides both in-band and out-of-band management signaling to allow single-ended access to all optical nodes on the network.			
	15	The proposed technology provides a means to remotely manage and configure network components.			
	16	The proposed technology provides performance monitoring capabilities.			
	17	The proposed technology provides fault detection and fault localization capabilities.			
	18	The proposed system EMS supports multiple tiers of user security and user rights.			
	19	The proposed system should include a planning/engineering software tool to allow customer engineering staff to model system upgrades and changes.			
	20	Authorized users must be able to access the EMS from anywhere on the City's network (assumes routes are available).			
	21	EMS software is priced according to: <div>Node Size of Network</div> <div>Per Node</div> <div>Enterprise License</div> <div>Other</div>			
	22	The Manufacturer's design modeling software generates outputs used to automate Element turn-up on initial installation.			
Support, Maintenance, & Training			YES	NO	
	1	The Manufacturer and/or Proposer should be capable of providing a 4-hour onsite response.			
	2	The Manufacturer and/or Proposer can provide a complete curriculum for on-site training for customer system engineers and customer operational support staff.			

FINANCIAL ANALYSIS

Central Purchasing looks at financial statements of vendors for a select few solicitations every year. These solicitations are typically long term contracts and more likely to have a service vs. commodity scopes of work. The goal is to help ensure that the selected vendor will remain in business for the entire contract term. This evaluation typically results in a pass/fail ruling vs a "points" allocation.

The analysis is conducted by translating all of the vendors' financial data (Balance Sheet and Income Statement) into a spreadsheet that standardizes the data so that each firm can be analyzed as close to an "apples to apples" comparison as possible. Various financial ratios are analyzed along with reading the notes to the financial statements and looking at the statement of cash flows to determine the general health of the vendor.

Below are **some** highlights of a few of the ratios that are used to evaluate vendors. Vendor ratios are compared to each other and industry norms (if found).

Current Ratio: Current Assets/Current Liabilities. This in theory should be greater than 1.0, assesses the ability to pay the companies current debts timely.

Acid Test: Cash + Short term investments (a subset of the current assets that excludes Accounts Receivable)/Current Liabilities. This is also ideally greater than 1.0 as it would mean that the company would not have to rely on collecting money from its customers to pay its bills. It is not critical that this ratio be greater than 1.0, in fact, a lean company does not necessarily keep a lot of excess cash on hand and can leverage themselves to be more profitable.

A/R Turns: Account Receivable Balance/(Revenue/360 days). This gives insight into how well the company is collecting its revenue stream. 30 days is ideal, but different industries have different norms.

Net Margin: Net Income/Revenue. You can compare how profitable one company is to another. Ideally this is a positive percentage greater than 10%. Many companies will record expenses differently to avoid taxes which may result in highly varied net income percentages. S-Corporations will often try to avoid paying salaries to owners vs. having the owners take dividend distributions to avoid SSI taxes which will yield higher net margins than a corporation that pays salaries to its officers.

Debt to Revenue/Income/Assets: Allows you to identify companies that may be under stress. How much debt is too much is relatively subjective as leveraging debt can be a profitable way to grow a business. Therefore, we do not focus too much on these ratios unless there is a glaring red flag (Debt to Revenue greater than 100% for example).

Times Interest Earned: Income From Operations/Interest Expense. This shows how many times the company can pay the interest expense on its debt load out of earnings. A ratio of less than 1.0 means the company cannot even pay the interest it owes annually and is a red flag.

The notes to the financial statements are also reviewed to look for: explanations to any anomalies seen in the financial statements, potential litigation that may pose a threat to the continued existence of the company, significant changes to accounting policy, details about the company's credit risk (example, does the company have a contract/customer that makes up a significant portion of their business? If that customer fails, what is the likelihood of the company also failing if it cannot collect a significant portion of its account receivables?) and anything else that might be relevant. The idea is get a general

“feel” about the organization and **not** simply rely on a certain ratio being a certain amount to pass. “Fail” vendors typically have not provided enough information about their financial status and have more than one “red flag”.

ATTACHMENT E

RFP NO. MSO0056REBID FINANCIAL RESPONSIBILITY QUESTIONNAIRE

All information requested in this Questionnaire must be furnished by the Proposer, and **MUST** be submitted with the proposal in the format requested. Statements must be complete and accurate. Information which is incomplete, conditional, ambiguous, obscure, or which contains alterations not called for or irregularities of any kind may be cause for the rejection of a proposal.

All information provided by Proposer herein becomes the property of the City and may be considered public information, and as such may be available to the general public.

By submission of this proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation that the City deems appropriate to substantiate or supplement information contained in this questionnaire and hereby authorizes the release of any and all information sought in such inquiry or investigation by the City.

QUESTIONNAIRE

(Attach additional sheets as needed)

1. Name and address of Proposer exactly as it appears on the proposal.

Address of Proposer, if different from above, for purposes of notice or other communication relating to the proposal.

Telephone Number of Proposer: () _____
Facsimile Number of Proposer: () _____
Contact Person: _____

2. Proposer intends to operate the business as a:

Sole-Proprietorship () (If so, complete Page 3)
Partnership () (If so, complete Page 4)
Corporation () (If so, complete Pages 5 and 6)
Joint Venture () (If so, complete Page 7)
Other () (If so, provide appropriate documentation/information on Page 8)

3. Bankruptcy Information: Has your firm, your firm's principals/officers, or any business they have been involved with, ever been declared bankrupt?

Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities, amount of assets.

4. Felony Information: Have your firm's principals/officers ever been convicted of a felony?

Yes () No ()

If yes, give date, court location, and details of the conviction.

5. Pending Litigation: Provide detailed information regarding litigation, liens, or claims involving your firm or your firm's principals/officers.

References: Complete Page B - 9 indicating three persons or firms with whom you have conducted financial transactions related to your business operations during the past two years. At least one reference named is to have knowledge of your debt payment history.

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, answer the following:

1. Proprietor's Name (if woman owned, include maiden name and married name if applicable).

2. Business Name in full (including all registered trade names)

3. Residence _____ Address _____

_____ Zip: _____

4. Business _____ Address _____

_____ Zip: _____

5. Birthdate _____ Place of Birth _____

6. Social Security Number _____

7. Driver's License Number/State _____

PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of Organization _____

2. General Partnership ()
Limited Partnership ()

3. Partnership Agreement recorded? Yes () No ()

_____	_____	_____	_____	_____
Date	Book	Page	County	State

4. Has the partnership done business in Texas?

Yes () No () If so, when? _____

Name, address, and partnership share of each general or limited partner (add additional sheets if necessary):

	<u>Name</u>	<u>Resident Address</u>	<u>Share</u>
A.	_____	_____	_____
B.	_____	_____	_____

5. Furnish the following for each person shown under Item 4 above.

	<u>Birth Date</u>	<u>Place of Birth</u>	<u>Social Security Number</u>
A.	_____	_____	_____
B.	_____	_____	_____

6. Attach a complete copy of the Partnership Agreement.

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____
2. Where _____ incorporated?
3. Is the corporation authorized to do business in Texas?
Yes () No () If so, as of what date?

4. The corporation is held: Publicly () Privately ()
5. If publicly held, how and where is the stock traded?

6. List the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of non-voting shares:	_____	_____	_____
c. Number of shareholders:	_____		
d. Value per share of common stock:			
Par	\$ _____		
Book	\$ _____		
Market	\$ _____		

7. Furnish the name, title, and residence address of the principal officers of the corporation and shareholders who own more than 10% of the corporation's stock.

<u>Name</u>	<u>Title</u>	<u>Residence Address</u>	<u>Voting Shares</u>	<u>Non-voting Shares</u>
A. _____	_____	_____	_____	_____

B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
F.	_____	_____	_____	_____	_____

8. Furnish the following for each person shown under Item 7 above.

	<u>Birth Date</u>	<u>Place of Birth</u>	<u>Social Security Number</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____

9. Name and address of agent for process in the State of Texas.

10. Furnish Corporate Resolution indicating the names of the parties authorized to enter into an Agreement on behalf of the corporation. The Corporate Resolution must contain corporate seal and be certified by the Secretary of the Corporation.

JOINT VENTURE STATEMENT

If a joint venture, answer the following:

1. Date _____ of _____ Organization _____

2. Joint Venture Agreement recorded? Yes () No ()

3. Has the joint venture done business in Texas? Yes () No ()

4. Name and address of each Joint Venturer

Name

Address

- A. _____

- B. _____

- C. _____

- D. _____

- E. _____

5. Furnish the following for each person shown under Item 4 above.

Birth Date

Place of Birth

Social Security
Number

- | | | | |
|----|-------|-------|-------|
| A. | _____ | _____ | _____ |
| B. | _____ | _____ | _____ |
| C. | _____ | _____ | _____ |
| D. | _____ | _____ | _____ |
| E. | _____ | _____ | _____ |

6. Attach a complete copy of the joint venture agreement.

OTHER COMPANY STRUCTURE/OPERATION

Type _____ of _____ organization _____ structure?

1. Name and address of owners/principals:

Name

Address

A. _____

B. _____

2. Furnish the following for each person shown under Item 1 above.

Birth Date

Place of Birth

Social Security
Number

A. _____

B. _____

3. All other pertinent information regarding your organization.

4. Attach appropriate documentation regarding you organization.

REFERENCES

List three persons or firms with whom you have conducted financial transactions related to your business operations during the past two years. At least one of the references named is to have knowledge of your debt payment history.

REFERENCE NO. 1

Name:

Title:

Firm:

Address:

Telephone:

Nature and magnitude of purchase, sale, loan, business association, etc.:

REFERENCE NO. 2

Name:

Title:

Firm:

Address:

Telephone:

Nature and magnitude of purchase, sale, loan, business association, etc.:

REFERENCE NO. 3

Name:

Title:

Firm:

Address:

Telephone:

Nature and magnitude of purchase, sale, loan, business association, etc.:

QUESTIONS AND ANSWERS

Purchase and Installation of Optical Network System

1. Can you provide a more specific description of who should be considered part of the proposal or project team for criminal background investigation purposes? Are there any alternatives?

A criminal background investigation will need to be done on anyone who will have access to the network plans for the purposes of preparing your proposal.

2. Please advise regarding Section 5 of document 0400 as to retainage. If this project is to be financed on a five year agreement, will the retainage apply?

See Addendum 1.