

# *City of Farmers Branch*

*13000 William Dodson Parkway  
Farmers Branch, TX 75234*



## *“Wireless Branch”*

### *Request for Proposal (RFP)*

**RFP# 05-36**

*On*

**Citywide Design, Installation, Operation,  
Management, Maintenance and Marketing of a  
Common Wireless Broadband Network Access  
System for City of Farmers Branch**

**Issue Date: July 21<sup>st</sup>, 2005**

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### **Corporate Overview - City Of Farmers Branch**

The City of Farmers Branch, - Home to 2,600 companies and 86 corporate headquarters, including i2 Technologies, Inc., Haggard Clothing Co., Voyager Expanded Learning, Celanese Corp., Occidental Chemical and Dallas Semiconductor. Farmers Branch is a dynamic community in the northwest Dallas section of the Metroplex. The City of Farmers Branch has a residential population of 28,000 and an estimated daytime population of 90,000.

Geographically, the City includes about 12.5 square miles with 10 key facilities and other satellite/remote offices located throughout the community. The City employs over 500 people on a full-time and part-time basis. Additional information may be found at the City's website, [www.farmersbranch.info](http://www.farmersbranch.info).

# **1.0 General Information**

## 1.1 Introduction

The City of Farmers Branch (hereinafter referred to as “City”) is, by way of this RFP, soliciting Vendors (hereinafter referred to as “Consultant” or “Vendor”) to evaluate, assess, develop, and implement an overall Citywide Wireless/Wi-Fi Network Access System. The Vendor will design, install, operate, manage, maintain and market a common wireless access system for the City. In addition to establishing a wireless network, the City requires responding Vendors to explicitly address the ability to provide high levels of availability, flexibility and support to customer’s needs.

The successful Vendor must be able to adjust to an ever-changing business environment. It is important that the Vendor and the City have the flexibility to take full advantage of new technologies as they evolve without financial or technical penalties.

All questions and clarifications regarding this RFP should be submitted in writing to the following before the date/time stated below:

Hong Sae  
Director of Information Services  
City of Farmers Branch - City Hall  
13000 William Dodson Parkway  
Farmers Branch, TX 75234  
Tel : (972) 919-2563  
Fax : (972) 919-2687  
hong.sae@farmersbranch.info

Responses to this RFP must be in sealed packages and delivered by USPS, express delivery, or personally by 10:00am on August 31<sup>st</sup>, 2005, to

Lee Hammock  
Purchasing Agent  
City of Farmers Branch - City Hall  
13000 William Dodson Parkway  
Farmers Branch, TX 75234  
Tel (972)919-2554  
Fax (972)919-2689  
lee.hammock@farmersbranch.info

It is the sole responsibility of the Vendor to ensure their responses arrive in a timely manner. The City reserves the right to reject all late arrivals. The City will not be liable for any cost incurred by the Vendor in preparing responses to the RFP or in negotiations with award of a contract.

## 1.2 Pre-Proposal Vendor Conference

A pre-proposal Vendor conference will be held on August 17<sup>th</sup>, 2005 at 10:00am at Farmers Branch City Hall, 13000 William Dodson Pkwy, Farmers Branch, TX 75234,

The purpose is to discuss the requirements and objectives of this RFP. City staff will be available to answer questions. During the conference, City representatives will attempt to answer all questions submitted prior to and during the conference. A summary of the questions and answers, as well as a list of all attendees, will be made available in the form of an amendment to this RFP and forwarded to all individuals or companies that received a copy of the RFP. Vendors may wish to conduct a physical tour of the City during this time.

1.3 Timeline (Timetable of Events)

<i>Description of Event</i>	<i>Date/Time</i>
Issuance of RFP	07/21/2005 10:00am
Submission of Written Questions by Vendors	08/03/2005 10:00am
Pre-proposal Conference	08/17/2005 10:00am
City Response to Vendor's Questions – RFP Addenda	08/19/2005 10:00am
Proposals Due	08/31/2006 10:00am
Vendor + Proposal Review/Evaluation/Interview Completion	09/09/2005
Notice of Intent/Acceptance by the City	09/16/2005

1.4 Project Overview

\* Vision The City is interested in procuring a seamless wireless network that would be available to residents, businesses, visitors, and travelers to the City of Farmers Branch geographical area. The goal of this project is a single constant Internet experience throughout the city that will facilitate the use of a wireless network and minimize redundancy, expense, and inconsistency of coverage.

The network should completely cover at a minimum a 12.5-square mile City area including the interior of commercial buildings/residence home. We encourage proposals to include a geographic coverage area greater than the minimum described in the RFP. The network must be able to accommodate the different needs of the potential users within the coverage area.

\* Government Wireless capability must be available in all government buildings within the initial coverage area and must be planned for the entire City. Use of the network for mobile emergency response, public works and public health purposes must be a priority and be provided at minimal or no cost. Public spaces, such as city parks and the library within the coverage area must be accessible. The City must have the option of paying for the usage of discreet coverage areas, making that area free to the end user. An example would be an economically disadvantaged neighborhood, allowing the municipality to help bridge the digital divide.

\* Business Bandwidth and service levels must be sufficient to encourage business within the coverage area to use the network for daily work purposes. Develop and propose bulk usage rates for businesses that would extensively use the network.

- \* Home            The network must be accessible to home users within the coverage area. Provide a rate structure for home users at different bulk increments including hourly, monthly and annual discount rates.
  
- \* Visitor            A major objective of the network should be the convenience of the visitor to the City. The business traveler, for example, should be able to rely on one network to the greatest extent possible while visiting Farmers Branch. In addition, the resources that the visitor may need while in this community should also be presented and made available to them on the network. Present the network from the perspective of the visitor to the City, including heavily used travel destinations.
  
- \* Splash Page    The customer should be able to access the system from a Splash page that has features on it that are available for free to all citizens within the coverage area. At a minimum those free Internet sites should include all local and state government web sites and critical visitor information. Please propose, in detail, what elements on the site will be made available to public free of charge and how the site will be designed including advertising revenue. Consideration should be given to partnering with the Farmers Branch Visitor and Convention Bureau and the Farmers Branch Metrocrest Chamber of Commerce. Describe the billing process for those areas of the network that are free / would be fee for service.

## **2.0 Scope of Work**

### 2.1 Strategic Partnership

This project is to establish a long and enduring relationship with one or more telecommunication provider(s) that is/are willing to become a stakeholder in Farmers Branch and assist in improving the City communications infrastructure. We believe there is a strong need for one or more companies to enter into a public-private partnership with the City. We seek to establish a win-win partnership where the citizens of the City are offered better services and the provider(s) experience a prosperous business environment that fosters continued technological telecommunications advancements.

### 2.2 Duration of Partnership

Specifically, the City seeks to enter into agreement for a term of 3 years with two one year renewal options, under which one or more prospective strategic partners will provide services as set forth in a contract agreement.

### 2.3 Assets

The City will allow access to their infrastructure for the installation of equipment and towers to maximize the coverage of the network.

- The proposal should detail what infrastructure would be used and in what manner. The Vendor will be responsible for the upkeep and maintenance of their equipment on municipal property.
- The proposal should detail what City infrastructure the Proposing Vendor would like to use and in what way; and also supply diagrams and specifications of any devices to be placed on City infrastructure.
- Describe the maintenance required on devices attached to City infrastructure and how that maintenance will be performed.

Vendor will be responsible for removing their devices from City/local utility poles when one chooses to replace the pole and also replacing the devices on the new utility poles.

### 2.4 General System Needs

Listed below are the various needs we have identified for the City. Services should be designed to serve indoor and outdoor clients.

#### General System Needs

<b>Network Infrastructure</b>
Support for 802.11b and 802.11g access throughout the coverage area
Support for best-effort service, minimum of 1 Mbps per subscriber upstream and downstream
95% in-street (outdoor) coverage
90% in-building (indoor) coverage
Support for a mixed wireless (802.11a,b,g) and wired/wireless backhaul (802.11a/WiMax) solution
Support for both easy/snap-in software & hardware upgrade
Support for minimum of dual radio channel communication for upstream and downstream
Support for the use of City-owned assets
Support for pole, roof and wall mounting
Compliance to IP56/Nema4 dust and water ingress
Support for ambient temperature ranges of -30 F to +150 F

Support for logical segmentation of the network for different "domains" of users
Support for designating certain areas for open, free access
Support for in-motion subscribers at up to 60 Mph
Support for high bandwidth QOS control
Support for voice, video, and data services simultaneously with QOS control
Support for unilateral inbound roaming relationships
Support for unilateral outbound roaming relationships
Sufficient capacity to support subscriber projections and service levels through contract term
Scalable to support additional users, capacity and functions
Support for IPv4 and IPv6 addressing
Support for traffic prioritization
Backup power support for up to 8 hours
Fault tolerance mechanisms to mitigate single points of failure
Guaranteed reliability of 99.9% for Wi-Fi tier of the network
Guaranteed reliability of 99.999% for backhaul tier of the network
Support for optional "peering points" with other service providers
Support for providing advanced subscriber services from backhaul tier of the network
Physical security for all critical network components
Support for MAC address filtering
Support for 64 and 128-bit WEP encryption
Support for TKIP encryption
Support for AES encryption
Support for WPA standard
Support for 802.1x using EAP and RADIUS (using Cisco or Bluesocket)
Support for suppression of ESSIDs
Support for multiple ESSIDs
Support for mapping ESSIDs to VLANs
Support for filtering of traffic by IP address, subnet, TCP port and other mechanisms
Support for VPN tunneling
Support for encryption of all control and network management traffic
<b>Architecture and Design</b>
An overall architecture for the System
A detail design for the System
A detailed wireless spectrum plan
A detailed integration plan for all components of the System
A description of the core business processes
A plan describing how reliability requirements and service levels will be met
A plan describing the tools and processes for post installation testing and verification of performance
A description of deliverables to be provided to the City post-installation
A detailed implementation plan, statement of work, project schedule and milestone payment schedule
A final as-built plan supplied in ESR1 coverage or shapefile format
<b>Installation</b>
Installation of all components of the System

Coordination on access to assets, permits, etc.
Ramp up and activation of all technology and processes required for the System
Configuration and integration of all components of the System
Adherence to all FCC guidelines for wireless equipment, installation, configuration, etc.
Tuning services as required throughout the System for the entire contract term
<b>Telecommunications Provisioning</b>
All leased telecommunications services required for Wi-Fi egress points
All leased telecommunications services required for connection of Wi-Fi egress points back to Internet PoP
Provisions for alternate peering points over time
Description of how capacity estimates were derived, using Kbps/user or oversubscription rates
<b>Network Monitoring and Management</b>
Basic adherence to ISO network management functions
Performance Management
Configuration Management
Accounting Management
Fault Management
Security Management
Support for event notifications
Support for group management of System components
Built-in configuration database
Support for SNMP
Graphical representation of System components
Support for configurable ACLs
Ability to "drill down" on System components
Ability to auto-discovery new devices in the System
Support for wireless proxy agents
Support for statistical reporting
Support for remote management and updates to remote System components
<b>Network Maintenance and Upgrade</b>
Plan for how maintenance and upgrade will be addressed
Provisions for spare inventory, upgrade cycles, capacity upgrades, etc.
Risk mitigation for network obsolescence
Provisions for refresh of entire System within five years
Minimal disruption of service during upgrades
Backwards compatibility for existing applications, services and devices
Product roadmaps for all Vendor equipment used in the System
<b>Operations Support Systems</b>
Support for multiple service providers (SPs)
Ability to define flexible wholesale service plans, pricing and ratings based on usage or flat rates
Ability to support flexible service policies for time and quality of service



Design, deployment and management of a subscriber portal for the System
Ability to support co-branding of portal
Ability to support wholesale billing, receivables collections and settlement with SPs
Ability to support inbound and outbound roaming relationships
Ability to define basic access and other value added service plans
Ability to perform usage tracking, customer reporting and usage policy enforcement
Interoperability with RADIUS-based public access points and gateways
<b>Customer Service and Technical Support</b>
Support for tier-two customer service and technical support
Support for issues from tier-one agents dealing with billing, invoice and/or settlement
Support for issues from tier-one agents dealing with technical problems reported by subscribers
A toll free number for tier-one agents
Support for 7x24x365 hours
Support for problem reporting and resolution via phone, email, Web and interactive messaging
Dedicated technical expert available to the City 7x24x365 by phone and/or pager
Proactive notifications to SPs for network problems, outages and other issues
Development and maintenance of a library of FAQs
Secure managed database of all SP information, call tracking detail, resolutions, etc.
Creation of routine and ad-hoc reporting on issues, wait times, abandoned calls, etc.
Support for three-party calls from SPs and their subscribers
Support for total call management
Elaboration on SLAs proposed
Elaboration on additional features and/or functions proposed
Definition of preliminary call and/or process flows
Elaboration on and additional knowledge management features proposed
<b>Software Hosting and Facilities</b>
Secure facility with controlled entry
Climate controlled for all equipment requirements
Backup power to maintain availability for 24 hour interruption
24x7x365 monitoring
Backup and recovery tools and processes
Proactive capacity planning
Problem avoidance and change management tools and processes
<b>Program and Project Management</b>
Designation of executive sponsor throughout contract term
Designation of primary single point of contact
Delivery of routine program and project status reports
Designation of issue escalation path with names, contact information, etc.

## **3.0 Proposal**

### **3.1 Statement of Need**

The City invites interested telecommunications providers and Vendors to submit proposals describing how they can meet the City goals for ensuring that the community benefits from new and advanced information technologies, how a creative partnership can be used in that effort, and how they can meet the goals articulated in the previous section.

### **3.2 Proposal Process**

Proposal Format - Vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered nonresponsive. Proposals should be submitted in a sealed envelope with the name of the Vendor and the relevant RFP name and number on the front.

Responses must be submitted with one original and ten copies. All proposals submitted will become the property of the City and will not be returned.

Proposals must remain open and valid for six months from the opening date, unless the time for awarding the contract is extended by mutual consent of City and the Vendor.

### **3.3 Oral Presentation**

The Vendors may be required to give an oral presentation of its proposal to the City evaluation committee. This will provide an opportunity for the Vendor to clarify or elaborate on the proposal. The City will schedule the time and location of such presentations. Presentations are at the option of the City and may not be conducted. Therefore, proposals should be complete.

### **3.3 Proposal Content**

Each Vendor must meet the requirements below and present their infrastructure solutions in a clear and concise manner. Vendors may make any additions to this list in order to clearly present their proposal. Vendor must make explanation of information not provided in response to this RFP and must submit their proposal in the same sequence as the items presented in this section. Failure of the Vendor to organize the proposal in this sequence will result in no consideration of the proposal.

- Cover Page - This must include the RFP number, title and the complete Vendor name and mailing address
- Letter of Transmittal – Proposals must include the name and telephone number of the person the City should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a statement describing any potential conflict of interest. Any exceptions to the City contracts general terms and conditions should be discussed in the statement.

The Vendor must provide a brief description of the organization including history; number of years the organization has been in business; type of services provided; legal status of Vendor organization, i.e. corporation, partnership, sole proprietor; Federal

employer ID number. The Vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant. A Vendor representative authorized to make contractual obligations must sign the cover letter.

### 3.4 Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of the document readily. Identify each section of the response as outlined in the proposal package.

*Note: The Vendor Responses Should Clearly Address How You Propose To Meet Or Exceed The Following Section : 3.5 -3.12.*

### 3.5 Description of the Vendors Firm / Company

The description should include the following elements:

- Type of entity.
- Where headquartered.
- Company history.
- Principals.
- Financial strength (include a complete copy of Proposer's audited financial statements prepared in accordance with Generally Accepted Accounting Practices, for the two (2) most recent fiscal years, showing complete operations and a statement of any significant financial events occurring subsequent to the closing date of the most recent financial statement. The financial statements shall be audited statements certified by an independent Certified Public Accountant (CPA). If audited financial statements are not available, reviews or compilations by an independent CPA shall be submitted.
- Technical qualifications and expertise to meet the City telecommunications needs (include copies of relevant federal and state licenses and certificates).
- Personnel who would be assigned to work on the Project with resumes and relevant work experience.
- Related experience.
- Team Relationships -If Vendor is a team of more than one entity, provide a detailed description of the relationship between and responsibilities of the entities.
- Standard Contract.
- Insurance Information.
- Corrective Action & Quality Assurance.
- Response to City RFP Terms and Conditions.
- Vendor's additional Terms and Conditions.

### 3.6 Proposal Components General

- The terms upon which the Vendor desires to use the City's existing infrastructure.
- The nature and structure of the partnership being proposed.
- The financial and other benefits to the City including reduced costs, new revenue opportunities, economic development, and enhanced service capabilities.
- A description of the ways in which the Vendor would assist the City to accomplish its telecommunications goals and vision.
- A discussion of the proposals compliance with all relevant legal requirements.

- Proposal to offer data, voice, video and Internet services to the City.
- 3.7 General System Needs & Vendor Responses
- See above table on Section 2.4.
- 3.8 Subscriber Access Devices and Equipment Options
- Inside wireless access device with choice of inside and outside antennas.
  - Equipment for portable applications is desired.
- 3.9 Billing and Charge Back
- Billing procedures and capabilities.
  - Proposed rate structure for private end users. Including hourly, daily, monthly and annual rates. Including corporate bulk usage rates.
  - Revenue sharing plan for the City.
- 3.10 Coverage and Towers
- Phase 1 should include all City's building & required services.
  - Phase 2 is to provide service to all of the City of Farmers Branch geographical area (residents, businesses, & visitors).
  - The proposed system spectrum, capacity, penetration, and interference issues need to be managed -explain the proposed solution details.
- 3.11 Operation, Maintenance, and System Evolution
- Provide system performance measurement, monitoring, repair, and maintenance on a 24/7 basis, or as negotiated.
  - Maintain good performance levels, or as negotiated.
  - Provide network survivability if a tower, or site, is lost.
  - Provide equipment that can be remotely updated, configured, and maintained with a minimum of service disruption.
  - Plan for upgrading infrastructure, capacities, and services as technologies advance so that they do not become obsolete, or are no longer competitive, while minimizing and controlling costs.
  - Marketing Plan describing the promotion of available services and future expansion.
- 3.12 Contract Terms
- Negotiated service periods, with renewals.
  - Meet service availability and installation timelines.
  - Provide service at designated locations that are within the coverage areas previously described.
  - Provide affordable solutions for residents and businesses that are competitively priced with DSL and Cable.

## **4.0 Evaluation Criteria**

The City may choose to enter into negotiations with more than one Vendor in any specific area or to issue a follow up RFP to a short list of Vendors.

### 4.1 Evaluation/Award Criteria

The City will evaluate proposals in accordance with the following criteria.

- Ability to facilitate to the City the vision/goals stated in previous section of this RFP.
- Ability to meet the City current and future telecommunications needs.
- Prior experience in providing telecommunications services.
- Technical and management experience of personnel.
- Range, quality, and timeliness of telecommunications services offered.
- Cost of service to the City and reasonableness of price proposed for services.
- Responsiveness to the RFP.
- Special qualifications.
- Suitability of services for the City use purposes.
- Customer service practices.
- Previous projects, descriptions, and five (5) references.
- Operations and maintenance of facilities.
- Long-term viability of the partnering arrangement and its value to the City.
- Level of service to be provided to the community.
- Compensation to be provided to the City in exchange for the use of City assets, including increased revenue to the City, services, cash, or other valuable consideration.

### 4.2 Contract Award and Development

The competitive negotiation method of selection will be used to determine the most qualified Vendor among those submitting proposals. Proposals will be evaluated in accordance with the proposal evaluation criteria in this RFP. The City is eager to move forward quickly and will, therefore, complete the proposal-evaluation and contract award-and-development processes as rapidly as possible.

### 4.3 Multiple Awards

The City is willing to negotiate with more than one Vendor to satisfy the various aspects of the City request. Vendors may submit joint proposals. The City may, during the course of evaluating the proposals, suggest that one or more Vendors cooperate and form alliances to satisfy the City requests.

### 4.4 Proposal Content part of Contract

The content of the RFP and the successful Vendor(s) proposal will become an integral part of the contract, but may be modified by provisions of the contract. Vendors must be amenable to inclusion in a contract of any information provided either in response to this RFP or received subsequently during the selection process. The information received will be considered contractual in nature and will be used in evaluation of proposals and in subsequent contractual action.

### 4.5 Evaluation Criteria Distribution

Proposals will be evaluated on the following criteria.

A. Technical Design and Implementation	– 30%
The clarity, quality and completeness of Proposer's proposal with respect to the Technical Design and Implementation requirements stipulated in this RFP.	
B. Management and Operations Plan	– 25%
The quality, clarity and completeness of Proposer's proposal with respect to the Management and Operations Plan as cited in this RFP.	
C. Experience and Qualifications of Key Personnel	– 15%
Quality and quantity of experience of the Proposer and its key personnel as required by the RFP.	
D. Financial Offer and Financial Ability to Perform	– 15%
The percentage of Gross Receipts proposed to be paid to the City, the reasonableness of the Pro Forma with full supporting details, and reasonableness of the proposed pricing to wireless providers as required in this RFP.	
E. Timelines	– 15%
Particular initiatives that will provide the most efficient installation and implementation in the environments identified in this RFP.	
TOTAL:	= 100%

## **5.0 General Terms and Conditions**

### **5.1 Amendments To The RFP**

Any pertinent information relative to this RFP developed on or after this date and that is subsequent to issuance and prior to the established date for the receipt of the Proposals will be issued to all prospective Proposers on record in the form of a written amendment. Failure to acknowledge receipt of an amendment may result in the rejection of the Proposal.

### **5.2 Constraints**

The City will require the successful Vendor to complete the City Wireless Network installation and implementation and the Citywide Wi-Fi access within 180 consecutive calendar days from executing an Agreement. The 180-day consecutive calendar days will begin within three (3) business days of the fully executed agreement. Failure to meet the completion date provides a basis for cancellation of agreement. A share of the Proposers Gross Receipts will be paid to the City in exchange for the privileges granted under Agreement.

The City shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required data, or to reject a proposal, which is in any way incomplete or irregular.

The City shall reject all proposals from Vendors where there is evidence of collusion among the Vendors.

In the event there are inconsistencies between the general conditions and other terms or conditions contained herein, the former will take precedence.

The City shall have the right to waive any informality or irregularity in any proposal received and to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising is determined by the City to be in its own best interest.

No oral conversations or agreements with any official, agent, or employee of the City shall affect or modify any terms of this RFP. Any alleged oral agreement or arrangement made by a potential Vendor with any department, agency, official or employee of the City shall be superseded by the Contract that results from this RFP process. Oral communications to a potential Vendor shall not be binding on the City, nor shall any written materials provided by any person other than the City official contact in this process.

In the event of a contract award, all sales, supporting material and other documentation submitted to this process becomes property of the City. If this process does not result in an award, all sales, supporting material and other document will be destroyed, unless the Vendor requests they be returned.

Any work product, whether acceptable or unacceptable, developed under a contract with the City is to be the sole property of the City unless stated otherwise.

The City will monitor all terms and conditions carefully and throughout the relationship with the selected Vendor may make amendments to the contract, in concert with the Vendor, for reasons including but not limited to improving communications, ensuring opportunities to address pricing based on market conditions and calibrating service performance.

The successful Vendor shall comply with all employment laws and regulations regarding safety. The successful Vendor shall ensure all staff is properly trained in safe work practices and procedures.

The City requires the successful Vendors agreement that the contract resulting from this RFP can become available to other municipalities in the State of Texas that want to sign on to the project in the future. This will be through a piggyback arrangement subject to approval by the State Department of Building and Procurement Division.

Submission of a Proposal shall constitute a valid offer that may be accepted for a period of one hundred eighty (180) days following the date specified for submission of Proposals.

### 5.3 Submission of Proposals

- A. Proposal - An original hardcopy (marked as such and including signature pages) plus ten separate copies of the proposal must be submitted in a manner that conforms to detail specified in this RFP. The original hardcopy proposal must contain appropriate signatures by an authorized official of the Proposers company. Enclose the Proposal in a sealed envelope or package, and mail or hand deliver to the name and address on the cover page of this RFP. Proposals or modifications received subsequent to the noted date and time shall be considered "Late Proposals" and will not be evaluated.
- B. Proprietary Data - It is incumbent upon the Proposer to indicate clearly what portions of the Proposal, if any, contain proprietary information that the Proposer would not wish to disclose to persons outside the City. The City will consider all Proposals to be confidential in nature during the solicitation process, but those portions of the selected Proposer's Proposal which are not marked proprietary and that are incorporated into the Agreement, shall become public information when the Agreement is executed with the selected Proposer. Proposals shall not be returned to the Proposers.
- C. Deviations from Requirements - All Proposers are advised that significant deviations from this RFP may result in reduced evaluation scores. "Significant deviations" are terms inconsistent with or substantially varied from the financial and operational terms set forth in this RFP. Further, the City reserves the right to reject any Proposal that does not provide the information requested in the RFP.
- D. Proposal Format – Each proposal will be typewritten, using a 12-point font, on a standard 8 1/2" X 11" page format, in a three-ring binder and accompanied by a cover letter on the Proposer's letterhead. The pages must be numbered and a Table of Contents must be provided. The body of the Proposal shall be no more than 50 one-sided pages in length, double-spaced, and shall provide all information requested herein. Proposers must organize their Proposals so that they address each of the elements stated herein in the same order as listed. The Proposal shall include the following information as applicable, which shall not be included in the 50-page limit:
  - System Design;
  - Preliminary Description of Equipment;
  - Preliminary Equipment Space Site Plan;
  - Preliminary Head-end Space Site Plan;
  - Preliminary Wireless Access Point Locations;
  - Survey and Test Plan;
  - Review and Implementation Plan.



Additional optional data and exhibits may be included under separate cover if the Proposer deems them important to the presentation.

If the Proposal does not comply with these conditions, it may be considered non-responsive by the Evaluation Committee and may be rejected without further consideration. These constraints are intended to provide uniformity in Proposers response formats.

#### 5.4 Insurance Requirements

- A. Indemnification - The VENDOR shall defend, indemnify and hold harmless the CITY and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:
- 1) Is attributable to bodily injury, sickness, disease or death or to injury to or the destruction of tangible property (other than the work itself) including the loss of use resulting there from; and,
  - 2) Is caused in whole or in part by any negligent act or omission of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the Vendor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, change orders, designs, specifications, or the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

- B. Vendor's Liability Insurance - The Vendor at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the Vendor's operations under the Contract, whether such operations be by himself or by anyone directly or indirectly employed by the Vendor, or by anyone for whose acts the Vendor may be liable:
- 1) Workers' Compensation claims;
  - 2) Claims for damages because of bodily injury, occupational sickness or disease or death of his employees, and claims insured by usual bodily injury liability coverage;
  - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverage; and
  - 4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

The insurance required to be furnished by Vendor and all individuals utilized by the Vendor. Individuals utilized by the Vendor shall be written in the form and for coverage and limits not less than the following:

Workers' Compensation (including occupational disease) Insurance to cover full liability under the Workers' Compensation Laws of the State of Texas with Employer's Liability coverage in limits not less than the following:

\$1,000,000.....per accident  
\$1,000,000.....per person for disease  
\$1,000,000.....for disease aggregate

THE FOLLOWING INSURANCE POLICIES MUST BE ENDORSED WITH WAIVER OF SUBROGATION ENDORSEMENT, WAIVING THE CARRIER'S RIGHT OF SUBROGATION WITH RESPECT TO THE CITY AND HIS VENDORS, AGENTS AND EMPLOYEES.

- 5) Comprehensive General Liability Insurance, including, on an "occurrence" basis, insurance for Hazards of Operations, Elevators, Independent Contractors, products and Completed Operations. Contractual Liability Insurance either designating this contract or written "Blanket" designating all written agreements. Such Comprehensive General Liability and Contractual Liability Insurance must be endorsed with Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse, and underground hazards. The insurance required by this clause (2) shall be in limits not less than the following:

Bodily Injury or Death Liability and Property Damage Liability

\$2,000,000.....each occurrence  
\$4,000,000.....annual aggregate

Personal Injury Liability

\$1,000,000.....each occurrence  
\$1,000,000.....aggregate

- 6) Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the Work with the following minimum limits:

Bodily Injury and Property Damage

\$1,000,000.....combined single limit for each occurrence

- 7) Comprehensive Catastrophe Liability (Umbrella) indemnifying for ultimate net loss, sustained by reason of liability imposed by law or assumed under contract arising out of:
- a) Personal Injury, including death at any time resulting there from, sustained by any person or persons:
  - b) Property damage for damages because of injury to or destruction of tangible property including consequential loss resulting there from, caused by an occurrence;
  - c) Advertising, for damages because of libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy arising out of advertising activities. As respects Vendor, such insurance shall be in limits not less than the difference between:
    - a. \$2,000,000.....each occurrence
    - \$2,000,000.....annual aggregate with respect to Product Hazard; and

- b. The applicable limits of the insurance set forth in (1), (2), and (3) above.

As respects all individuals utilized by the Vendor, such insurance shall be in limits not less than the difference between:

- a. \$2,000,000.....each occurrence  
\$2,000,000.....annual aggregate with respect to Product Hazard; and
- b. The applicable limits of the insurance set forth in (1), (2) and (3) above. This insurance shall include Property Damage coverage for property in care, custody, or control of the insured at least to the extent such coverage is provided by the Broad Form Property Damage Endorsement required in (2) above.

Certain minor individuals utilized by the Vendor may have less than limits outlined above coverage, subject to the City expressed approval. Insurance described herein shall be written in company or companies, satisfactory to the City. If the VENDOR and/or all individuals utilized by the Vendor fail to procure and maintain the said insurance, the City shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of such parties and such parties shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance. Such parties will not violate or knowingly permit to be violated any conditions of insurance described herein. All such policies and any other policies of insurance which the Vendor and all individuals utilized by the Vendor may elect to secure and maintain to the work shall and which are in any way related to the work shall also be endorsed waiving carrier's rights of subrogation with respect to the City.

- 8) Vendor shall also provide and maintain Professional Liability Insurance coverage to protect Vendor and City from liability arising out of the performance of professional services, if any, under this agreement. Such insurance shall be in the sum of not less than one million dollars (\$1,000,000). Said coverage shall be in effect for an extended period of two years after the date that the design and implementation of the project is completed and accepted. Acceptance and approval of the final plans by the City shall not be deemed a release of this responsibility and liability of the Vendor, its employees, associates, agents and engineers for the accuracy or competency of their designs, working drawings, and specifications, or other documents or work; nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the designs, working drawings and specifications, or other documents prepared by Vendor, its employees, contractor, agents and engineers.

### C. Certificate Of Insurance

Proof of insurability must be submitted before award of Contract. Before commencing any of the work, Vendor shall file with the City valid Certificates of Insurance acceptable to the City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. It is agreed that the City of Farmers Branch and its officers, employees and elected officials are included as additional insured as their interest may appear.

Additionally a waiver of subrogation in favor of the City of Farmers Branch and its officers, employees and elected officials shall apply.

The Vendor shall also file with the City valid certificates of insurance covering all individuals utilized by the Vendor. The insurance carrier shall be an admitted insurance company to do business in Texas and exception shall be approved by the City.

Safety - the Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at times comply with the regulation set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the city due to the Vendor, individuals utilized by the Vendor, or supplier's failure to comply with the regulations stated herein.

5.5 Certifications And Representations

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been proposed herein have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening of bids, directly or indirectly to any other proposer or competitor; and
3. No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

CERTIFICATION OF NON-DISCRIMINATION

1. The contractor (successful proposer) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services. These practices, programs, and services shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
2. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
3. Upon request by the City of Farmers Branch, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

M/W/DBE OR HUB STATUS

\_\_\_\_\_ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

HISTORICALLY UNDERUTILIZED BUSINESS \_\_\_\_\_

A COPY OF THE CERTIFICATION FROM \_\_\_\_\_ IS ATTACHED.

\*\*\*\*\* NOTE \*\*\*\*\*

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING

1. Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed 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 attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
2. None of the deciding factors set forth in the proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all bidders, which all bidders had notice of.
3. No officer or stockholder of my company is an employee of the City of Farmers Branch, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Farmers Branch.
4. My agents, representatives, sub-Vendors or I will not undertake any activities or actions to promote or advertise my proposal to any member of any City Commission or Board reviewing the proposals, member of the Farmers Branch City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the proposal submission date and award by City Council.

PROPOSAL CERTIFICATION

The undersigned hereby certifies that he has read, understands and agrees that acceptance by the City of Farmers Branch of the proposer's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

NAME OF COMPANY:

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

5.6 Termination / Cancellation of Contract

The City reserves the right to cancel the contract without cause with a minimum of thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Vendor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received.)

Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

5.7 Incurred Expenses

This RFP does not commit the City of Farmers Branch to award a contract. Nor shall the City of Farmers Branch be responsible for any cost or expense which may be incurred by the Vendor in preparing or submitting the proposal called for in this RFP, or any cost of expense incurred by the Vendor prior to the execution of a contract agreement.

5.8 Post-Proposal Discussions with Vendors

It is the City's intent to award a contract(s) to the Vendor(s) deemed most advantageous to the City in accordance with the evaluation criteria specified elsewhere in the RFP. The City reserves the right however, to conduct post-closing discussions with any Vendor who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

5.9 Change in Scope of Services / Work

A. The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Vendor that the scope of the project or of the Vendor's services has been changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Farmers Branch City Purchasing Agent and the Vendor.

B. If the Vendor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The City reserves the right to negotiate with the awarded Vendor(s) without completing the competitive RFP process for materials, products, buildings, and/or items similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.



5.10 Vendor's Personnel

The Vendor shall be responsible for ensuring that its employees, and individuals utilized by the Vendor comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The Vendor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate provisions of the federal Immigration Reform and Control Act of 1986, as amended.

Vendor shall not use individuals outside the Vendor's firm to perform work within Vendor's area of expertise without express written consent of the City.

5.11 Vendor's Responsibilities

No bid shall be accepted from, or awarded to, any person, firm, or corporation that is in arrears or in default to the City of Farmers Branch for delinquent taxes or assessments or on any debt or agreement, whether as defaulter or bondsman, or who has defaulted upon any obligation to the City of Farmers Branch by failing to perform satisfactorily any previous agreement within the past seven (7) years. Bidders may be disqualified for prior poor performance on similar agreements with the City of Farmers Branch or other entities.

Vendor shall not use individuals outside the Contractor's firm to perform work within Vendor's area of expertise without express written consent of the City.

The Vendor shall furnish all items, articles, materials, supplies, equipment, and personnel etc. necessary to perform the contracted services in these specifications. This shall include, but not be limited to personal protective devices (such as gloves, goggles, safety shoes, etc.), VOM, current monitors, other miscellaneous test equipment, tools, vehicles, ladders, etc. The City of Farmers Branch shall not provide any equipment necessary to complete the job. These specifications shall cover all the necessary operations involved with the evaluation, assessing and developing, and implementing an overall City facility security strategy.

5.12 Price Quotations

Prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the issuance date of the Vendor's response. Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The City will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. In case of discrepancy in computed proposal prices, the lowest combined value of individual units costs shall prevail.

5.13 Acceptance Conditions

Acceptance shall be defined as beneficial use of the City. Acceptance will be deemed "in full" upon Notice of Acceptance signed by the City upon beneficial use and full implementation of the Terms and Conditions and Technical Specifications of the Contracts.

5.14 Compliance

Vendors shall provide with their response a compliance summary stating compliance or exceptions to every article of this RFP. Exceptions to any article must be accompanied by a full explanation.

5.15 Permits Licensing and Taxing

The Vendor shall presume at its expenses all necessary permits and licenses, pay all charges, fees & taxes, and give all notion necessary for the lawful prosecution of work.