

**Solicitation 2006-20-C**  
**RFO FOR WIRELESS NETWORK SERVICES**

**City of Plano**

## Bid 2006-20-C RFO FOR WIRELESS NETWORK SERVICES

Bid Number **2006-20-C**  
 Bid Title **RFO FOR WIRELESS NETWORK SERVICES**

Bid Start Date **Oct 26, 2005 4:01:56 PM CDT**  
 Bid End Date **Dec 1, 2005 3:30:00 PM CST**

Bid Contact **Dianna Wike, C.P.M.**  
**Buyer**  
**Purchasing Division**  
**972-941-7549**  
**diannaw@plano.gov**

Contract Duration **1 year**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **Not Applicable**  
 Pre-Bid Conference **Nov 18, 2005 9:00:00 AM CST (Online)**  
**Attendance is optional**

Bid Comments

**Added on Oct 31, 2005:  
 October 31, 2005**

**Re: Addendum #1  
 Bid No. 2006-20-C**

**RFO for Wirless Network Services**  
 =====

**Addendum #1 is issued. Please see the following for changes/additions/deletions:**

- 1. A pre-bid online conference has now been scheduled for Friday, November 18, 2005, at Central Time.**
- 2. The questions deadline for this RFO is November 18, 2005, at 10:00 AM Central Time.**

**Vendors who may have already submitted an offer and feel this addendum #1 may change offer may pick up their offer and return it prior to THURSDAY, DECEMBER 1, 2005, AT 3:30 PM Central Time.**

**If you have any questions regarding this addendum #1, please contact the City of Plano Purchasing Division, (972) 941-7557.**

**Acknowledge receipt of this addendum #1 by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted an offer.**

---

**Changes made on Oct 31, 2005 2:15:07 PM CST**

Previous Conference Type	<b>Not Applicable</b>	New Conference Type	<b>Online Conference</b>
New Conference Start Date	<b>Nov 18, 2005 9:00:00 AM CST</b>		

---

**Item Response Form**

Item **2006-20-C-1-01 - Please submit your offer on paper only.**

Quantity **1 year**

Percentage

Delivery Location

**City of Plano**

Various City of Plano Locations

City of Plano

Plano TX 75074

**Qty 1**

**Description**

There is no line item. Please submit your offer to Dianna Wike, 1520 Avenue K Ste 370, Plano, Texas 75074



SOLICITATION NO. 2006-20-C

RFO FOR WIRELESS NETWORK SERVICES

\*\*\*\*\*

DOCUMENTS ARE DUE PRIOR TO:

*Dec 1, 2005 3:30:00 PM CST*

**NO LATE BIDS WILL BE ACCEPTED**

\*\*\*\*\*

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

[www.rfpdepot.com](http://www.rfpdepot.com)

DOCUMENTS MAY BE DELIVERED TO:

CITY OF PLANO PURCHASING DIVISION

1520 AVENUE K

SUITE 370 THIRD FLOOR

PLANO, TX 75074

DOCUMENTS MAY BE MAILED TO:

CITY OF PLANO PURCHASING DIVISION

P.O. BOX 860358

PLANO, TX 75086-0358

\*\*\*\*\*

**Bids will be publicly opened and read in the office of the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. Time Critical Bid/Proposal Deliveries: The City of Plano can not guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.**

**NCTRCA VERBIAGE**

IT IS THE POLICY OF THE CITY OF PLANO TO INVOLVE SMALL BUSINESSES AND MINORITY/WOMAN OWNED BUSINESSES TO THE GREATEST EXTENT POSSIBLE IN THE PROCUREMENT OF GOODS, EQUIPMENT, SERVICES, AND CONSTRUCTION PROJECTS. THE CITY OF PLANO IS A PARTICIPATING MEMBER OF THE NORTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (NCTRCA). FOR ASSISTANCE IN SECURING SERVICES FROM MINORITY OR WOMAN OWNED FIRMS CERTIFIED BY THE NCTRCA, CONTACT THE CITY OF PLANO PURCHASING DIVISION, 972 941-7557. TO ASSIST US WITH OUR RECORDKEEPING, VENDOR SHOULD IDENTIFY ANY SMALL/MINORITY/WOMAN-OWNED COMPANY BEING UTILIZED IN THIS BID AND NOTE THE MONETARY INVOLVEMENT.

## **GENERAL CONDITIONS OF BIDDING** **ELECTRONIC AND/OR PAPER BASED BIDS**

1. **REQUIRED INFORMATION:** CITY OF PLANO BID PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE BID FORM SECTION OF THE BID PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER BID OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.
2. **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.
3. **THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCT OR SERVICES THAT EXCEED \$25,000.00 IN COST.**
4. **ERROR-QUANTITY:** BID PRICE MUST BE SUBMITTED ON UNITS OF QUANTITY SPECIFIED, EXTEND, AND TOTAL SHOWN, IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.
5. **MAKE-MODEL:** PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF ITEM OFFERED IS OTHER THAN AS INDICATED, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.
6. **SPLIT AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID.
7. **ALTERNATE AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A VENDOR'S BID AS AN "ALTERNATE AWARD". THE ALTERNATE VENDOR'S BID SHALL REMAIN IN EFFECT FOR THE TERM OF THE AWARDED CONTRACT. SHOULD THE PRIMARY VENDOR BECOME UNABLE OR UNWILLING TO COMPLETE THE CONTRACT TERM, THE ALTERNATE VENDOR WILL BE NOTIFIED IN WRITING OF THEIR OFFICIAL CONTRACT AND START DATE. ALL TERMS AND CONDITIONS OF THE ORIGINAL BID WILL REMAIN IN EFFECT.
8. **F.O.B./DAMAGE:** QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, PLANO, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF PLANO ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.
9. **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER IN DUPLICATE TO THE CITY OF PLANO, ACCOUNTING DEPARTMENT, P.O. BOX 860279, PLANO, TX, 75086-0279.
10. **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
11. **TAXES:** THE CITY OF PLANO IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID.** TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.
12. **SPECIFICATION-SAMPLES:** ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND NOT RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS SPECIFICALLY EXCLUDED. SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
13. **DELIVERY PROMISE - PENALTIES:** QUOTATIONS MUST SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE THE MATERIALS IN THE POSSESSION OF THE CITY. **DO NOT** QUOTE SHIPPING DATES. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHO SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OF FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE, AND CHARGE ANY INCREASE IN COST AND HANDLING TO THE DEFAULTING BIDDER.
14. **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
15. **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.
16. **DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
17. **PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.
18. **EVALUATION:** THE CITY OF PLANO WILL AWARD ALL BIDS TO THE "LOWEST RESPONSIBLE BIDDER" UNLESS THE SPECIFICATION CALLS FOR ANOTHER EVALUATION METHOD TO BE USED.
19. **FUNDING:** THE CITY OF PLANO IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1, TO SEPTEMBER 30, BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
20. **ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
21. **INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF PLANO.
22. **AUDIT:** THE CITY OF PLANO RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
23. **INSURANCE:** THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
24. **PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE CHIEF PURCHASING OFFICER (C.P.O.) WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.

THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW PRIOR TO CONSIDERATION BY THE CITY COUNCIL.

25. **WITHDRAWAL OF BIDS:** BIDDER AGREES THAT A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF C.P.O.
26. **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF PLANO.
27. **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF PLANO PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET, IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
28. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF PLANO MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
  - A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
  - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
  - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
  - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
  - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.

29. **CONTRACTORS SHALL:** RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

30. **TERMINATION FOR DEFAULT:** THE CITY OF PLANO RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.
31. **TESTING:** TESTING MAY BE PERFORMED AT THE REQUEST OF THE CITY OR ANY PARTICIPATING ENTITY, BY AN AGENT SO DESIGNATED, WITHOUT EXPENSE TO THE CITY.
32. **REMEDIES:** THE SUCCESSFUL BIDDER AND THE CITY OF PLANO AGREE THAT EACH PARTY HAVE RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.
33. **VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN COLLIN COUNTY, TEXAS.
34. **SILENCE OF SPECIFICATION:** THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.
35. **NO PROHIBITED INTEREST:** BIDDER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OR EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE...".
36. **PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY BIDS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR BID.
37. **MINOR DEFECT:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID. THE CITY MAY ALSO REJECT ANY OR ALL BIDS WITHOUT CAUSE PRIOR TO AWARD.
38. **BID OPENINGS:** ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. **HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A**

**COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.**

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENT, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

39. **BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING**. BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY REQUEST SAME BY SUBMITTING A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID OR BY CALLING THE PURCHASING DIVISION AT 972-941-7557. BID SUMMARY SHEET WILL BE FAXED UPON BIDDER REQUEST. NO RESULTS WILL BE GIVEN BY TELEPHONE.
40. **RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY:** IT IS THE POLICY OF THE CITY OF PLANO THAT WHENEVER PRACTICAL, PRODUCTS SHOULD BE PURCHASED WHICH CONTAIN THE HIGHEST PERCENTAGE OF POST-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE AND/OR THE HIGHEST PERCENTAGE OF PRE-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE. FOR A COMPLETE COPY OF THE "RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY", CONTACT THE PURCHASING DIVISION.
41. **NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252: NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITY AND GOVERNMENTAL UNITS FROM AWARDED CONTRACTS TO A NON-RESIDENT UNLESS THE AMOUNT OF SUCH BID IS LOWER THAN THE LOWEST BID BY A TEXAS RESIDENT BY THE AMOUNT A TEXAS RESIDENT WOULD BE REQUIRED TO UNDERBID IN THE NON-RESIDENT BIDDERS STATE.
42. **ELECTRONIC BIDS:** THE CITY OF PLANO USES RFP DEPOT TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. **FOR COOPERATIVE BIDS AND REVERSE AUCTIONS ONLY**, RESPONDING VENDORS AGREE TO PAY TO RFP DEPOT A TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT OF ALL CONTRACTS FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR. COOPERATIVE BIDS AND REVERSE AUCTIONS WILL BE CLEARLY MARKED ON THE BID DOCUMENTS. TO ASSURE THAT ALL VENDORS ARE TREATED EQUALLY, THE FEE WILL BE PAYABLE WHETHER THE BID/PROPOSAL IS SUBMITTED ELECTRONICALLY, OR BY PAPER MEANS. REFER TO [WWW.RFPDEPOT.COM](http://WWW.RFPDEPOT.COM) FOR FURTHER INFORMATION.
43. **ELECTRONIC SIGNATURE - UNIFORM ELECTRONIC TRANSACTION ACT:** THE CITY ADOPTS VERNON TEXAS' STATUTES AND CODES ANNOTATED BUSINESS AND COMMERCE CODE CHAPTER 43. UNIFORM ELECTRONIC TRANSACTIONS ACT, ALLOWING INDIVIDUALS, COMPANIES, AND GOVERNMENTAL ENTITIES TO LAWFULLY USE AND RELY ON ELECTRONIC SIGNATURES.

**GENERAL CONDITIONS OF BIDDING  
ADDITIONAL INSTRUCTIONS FOR PAPER BIDS ONLY**

1. **BID SUMMARY SHEET:** BIDDERS DESIRING A COPY OF THE BID PRICE SUMMARY SHEET MAY REQUEST SAME BY ENCLOSING A SELF-ADDRESSED STAMPED ENVELOPE WITH BID. **RESULTS WILL NOT BE GIVEN BY TELEPHONE**. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT (972) 941-7557.
2. **LATE BIDS:** BID PACKETS RECEIVED IN THE PURCHASING DIVISION AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF PLANO IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.
3. **ALTERING BIDS:** BID PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTER-LINEATION ALTERATION, OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.
4. **PRESENTATION OF BIDS:** COMPLETE BID PACKETS MUST BE PRESENTED TO THE PURCHASING DIVISION IN A SEALED ENVELOPE.

## **WIRELESS NETWORK SERVICES REQUEST FOR OFFER INSTRUCTIONS**

The City of Plano is seeking a non-exclusive franchisee agreement for wireless network services, to serve the City of Plano citizens and City departments. The term of the contract will be for a period of one year. The City has the option of extending the contract for two additional one-year periods under the same terms and conditions as the original contract.

### Summary of Objectives:

Provide wireless network services to the citizens and City Departments to include:

- A secure wireless broadband data system using mesh networking technology.
- A sustained high data rate of performance to all citizens and City of Plano departments.
- City services and application data must be secure from the citizen network and reside on separate channels or VPN's.
- Vendor maintenance and system management.
- Vendor installation.
- The system must provide hardware and user authentication of networking devices within a secure environment for City Services.
- The network must encompass the entire City of Plano geographic boundaries.
- Must be able to support wireless 802.11x technology and future technologies.

### Submittals:

1. Statement regarding the degree to which the Objectives can be met.
2. Statement regarding method for adherence to all applicable laws, and ordinances.
3. Statement regarding terms of consumer pricing (may be negotiated).
4. Statement indicating length of time for implementation upon award of a contract.
5. Statement indicating performance standards including sustained data rate.
6. Statement regarding the physical location of support services and mailing address. Include the proximity to the City of Plano Technology Services Department: 1117E 15<sup>th</sup> Street, Plano, Texas 75074.
7. Statement regarding technical support, hardware and software maintenance, and level of service agreements.
8. Statement of hours of technical support.
9. Statement of all applicable service fees and revenue to the City.
10. Work history and last 3 years of financial statements and Dunn and Bradstreet number.

10/24/2005

## Evaluation Criteria

A review committee will judge the merit of Offers received in accordance with the general criteria defined herein. Failure of Vendors to provide in their Offer any information requested in this specification may result in disqualification of the Offer. The sole objective of the review committee will be to select the Offer that is most responsive to the City's needs.

1. The degree to which the Offer meets the City of Plano Objectives as stated.
2. System Performance – Data rate performance and sustained connectivity as stated in number 5 above.
3. Interoperability – Protocols and hardware adaptability as stated in number 7 above.
4. What level of service support and maintenance to be provided for City applications other than public safety, as stated in numbers 6, 7, and 8 above.
5. Vendor financial stability, reliability, and work history, previous background and experience relevant to this specification especially with municipalities as stated in number 10 above.

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor | \_\_\_\_\_  
By: | \_\_\_\_\_  
Title: | \_\_\_\_\_  
Date: | \_\_\_\_\_

## Vendor Acknowledgement Page

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

**The following information must be filled out in its entirety for your bid/proposal to be considered:**

Company Name:

Address of Principal Place of Business:

Phone of Principal Place of Business:

Fax of Principal Place of Business:

Address, Phone/Fax Number of Majority Owner Principal Place of Business:

E-mail Address of Representative:

Authorized Representative Name:

Authorized Representative Title:

Date:

Acknowledgement of Addenda: #1  #2  #3  #4  #5

## Questions and Answers

### Question

I just want to ask if you already have the equipment to use, if so what are they? If you want us to provide some equipments do the job do you have any preference?

Thanks. (Submitted: Oct 26, 2005 6:00:08 PM CDT)

### Answer

City of Plano is not providing any equipment. There is no preference. (Answered: Oct 28, 2005 8:50:46 AM CDT)

### Question

Will there be any type of pre-bid meeting to further clarify specifications and/or the City's desires with this proposal request? (Submitted: Oct 28, 2005 11:08:54 PM CDT)

### Answer

A pre-bid online conference has now been scheduled for Friday, November 18, 2005, at 9:00 AM Central Time. (Answered: Oct 31, 2005 2:16:19 PM CST)

### Question

What is the coverage area being requested?

Is 100% coverage required or are their specific areas of interest for the City?

Will the City provide access to City owned facilities if/as necessary?

System Reliability - A side from the citizen use, will the proposed system be required to maintain availability for any highly critical first responder applications? (Submitted: Oct 28, 2005 11:18:03 PM CDT)

### Answer

A. 100 % coverage is preferred, but each vendor will recommend their best strategy to provide coverage and implementation plans.

B. It depends on the type of access required.

C. No public safety, but perhaps other city services. (Answered: Oct 31, 2005 2:18:57 PM CST)

### Question

Seems like the city wants the internet with no involvement. But the question is are they going to have roaming users in the streets? Are emergency services going to use this in their cars?

We can offer them all they need on the mesh side. 2048 bit PPK encryption and so forth. Who is going to market this to citizens? As far as customer service and tech support goes, we can offer that. we may be able to to the customer support free of charge if the city gives us the towers and light poles free of charge. (Submitted: Nov 2, 2005 9:54:29 AM CST)

### Answer

The primary purpose, as stated in the RFO, is to provide this service to the citizens. The City may, at a latter time, wish to participate for some City services. We do not expect to use this for any emergency response applications.

The purpose, as stated in the RFO, is to find a provider to offer broadband wireless services to the citizens of Plano. The burden of marketing will be on the provider.

We anticipate that negotiations will include details concerning access to any City owned structures and facilities, including the compensation for their use. (Answered: Nov 3, 2005 8:48:03 AM CST)

### Question

Is the City willing to buy the equipment? (Submitted: Nov 2, 2005 10:51:31 AM CST)

**Answer**

No, all equipment is to be furnished by the provider. (Answered: Nov 3, 2005 8:48:31 AM CST)

**Question**

Who will provide wired network access for internet access? Should that be included in the quote? (Submitted: Nov 2, 2005 11:34:12 AM CST)

**Answer**

The vendor proposing should provide all access to the Internet for the citizen. The offer should include all details concerning their offer. We would clarify that we have asked for the vendor to host the service being offered. (Answered: Nov 3, 2005 8:49:32 AM CST)

**Question**

Is the city wanting to own the network assets (Hardware) at the end of the contract? Is the City willing to provide sites for hardware deployment?

Is the city able to provide power access for deployed hardware? (Submitted: Nov 2, 2005 11:37:30 AM CST)

**Answer**

Yes to all. (Answered: Nov 3, 2005 8:50:02 AM CST)

**Question**

Clairification: Is the City of Plano wanting city wide deployment of WIFI network with no incurred cost with the provision of investment return coming from Businesses and Citizens purchasing access?  
Additionally: If this statement is true, then said return of investment would have to be recovered within the 1 year guaranteed time frame with a (possibility) of revenue extending 2 more years in 1 year extensions?

Assuming the above is correct, if extensions are not granted and subsequent contracts awarded, will hardware be surrendered or removed on loss of said franchise?

Are there civil indoor coverage requirements to include building diagrams and addresses available for consideration?

What type of access will be required for education and medical facilities?

Is the City willing to purchase access or trade access for other considerations such deployment sites, power supply, building permits, tax considerations ect.? (Submitted: Nov 2, 2005 11:51:34 AM CST)

**Answer**

See answer number 4. In addition, the City is willing to access or trade access for other considerations. (Answered: Nov 3, 2005 8:51:55 AM CST)

**Question**

Is the City looking for video surveillance access to this network?

If so, please provide proposed deployment for bandwidth consideration in determining requirements for backhaul and network capacity can be calculated and provisioned? (Submitted: Nov 2, 2005 11:55:56 AM CST)

**Answer**

Video surveillance is not a requirement, but we are open to suggestions to be included in the vendor's solution. (Answered: Nov 3, 2005 8:52:38 AM CST)