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CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
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REQUEST FOR PROPOSAL

Request for Proposal No. 6092

WIRELESS INTERNET AND NETWORK ACCESS TECHNOLOGY AND SERVICES

SCHEDULE OF EVENTS

• RFP Issued	July 8, 2005		
• Pre-Proposal Conference	July 22, 2005	3:00 P.M.	Local Time
• Deadline to Submit Additional Questions	August 5, 2005	5:00 P.M.	Local Time
• Response to Written Questions	August 19, 2005		
• Proposal Due Date	September 20, 2005	5:00 P.M.	Local Time
• Proposal Evaluation Period	2 months		
• Contract Preparation / Negotiation	November 18, 2005		

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

By: _____
(Printed or Typed Name)

(Signature)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

THIS PROPOSAL MUST BE RETURNED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER AND PROPOSAL TITLE ON THE ENVELOPE.



DENVER
THE MILE HIGH CITY

**CITY AND COUNTY OF DENVER
REQUEST FOR PROPOSAL
(RFP)**

WIRELESS INTERNET AND NETWORK ACCESS TECHNOLOGY AND SERVICES

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 SCOPE:

The purpose of this Wireless Internet and Network Access Technology Request for Proposal (RFP) is to enable the City and County of Denver to evaluate the product offerings of wireless technology and equipment manufacturers. The City and County of Denver seeks a complete turnkey solution or combination of solutions that will support the City and County of Denver Agencies wireless access to their current resources and applications within the 52 square mile city limits. This RFP is intended to address a wireless network design for wireless access both outdoor and within the City and County of Denver's municipal office buildings. The City is seeking technology to maximize its ability to provide continuous, reliable wireless services using proven technology/ies at the best overall cost including all construction, equipment costs, maintenance and installation of all necessary equipment and software for a complete City wireless network solution. The City and County of Denver reserves the right to extend this wireless network to other entities through potential future agreements for sharing of resources and information.

To achieve the goals of the City and County of Denver's wireless design the City is seeking proposals from qualified vendors of a "turnkey solution" for a citywide wireless network and communications system. The system design must include:

- Equipment
- Architecture and design
- Installation
- Network monitoring and management
- Network maintenance and upgrades
- Operations Support Systems (OSS)
- Customer service and technical support
- Program and project management
- Training and mentoring

The City and County of Denver will consider alternate solutions from any Vendor who desires to propose a business model or technology that differs from what is described in Section B. To be considered, an alternate solution must, at a minimum, allow the City and County of Denver to achieve the goals and objectives contained in Section B and the Applications Matrix. Respondents who elect to respond with an alternate solution must meet the requirements defined in Section B of the RFP and state why their solution is compliant with the RFP requirements.

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original and six (6) copies of your Proposal to the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, Denver, CO 80202. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

A.3 RFP QUESTIONS

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP should be submitted in writing by email to:

Jon.Osell@ci.denver.co.us

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

A.4 EVALUATION AND AWARDS:

Award will be made on an "all or none" basis, however the City reserves the right to purchase portions of the proposal or the entire proposal. Prices must be shown for each item listed on attachment F.3. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected. The criteria to be used for the proposal evaluation include but are not limited to:

Pricing

References

Vendor Certifications and/or authorizations to resell and support the equipment.

Local resources to support the equipment

Ability of the Vendor to meet the requirements of the criteria

Completeness of response

Compatibility with existing systems

Expandability of systems being offered

Coverage area

Physical Specifications

Equipment Installation and Site Preparation

System Specifications

Security

Reliability

Management and Support Costs

Product Demonstration and Test

No weighing or relative importance is intended or implied by this list. The City may request oral presentations and product demonstrations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more of the Vendor's.

Acceptance Period: Proposals in response to this RFP shall be valid for a period no less than two years from the closing date.

Any award as a result of this RFP shall be contingent upon the execution of an appropriate contract. Section D Sample Contract of this RFP contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this RFP. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section D. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

A.5 PROPOSAL CONDITIONS AND PROVISIONS:

This proposal must be signed by a duly authorized official of the proposing Vendor. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the proposal opening shown on page one. ***This proposal MUST be returned in a sealed envelope.***

All participating vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this proposal which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date of the proposal opening shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of contract purchase order.

All vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

Unit price for each item proposed shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City and County of Denver to do so.

The successful vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful vendor to insure such compliance.

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City and County of Denver, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the Manager of General Services. Vendors may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposal upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

The vendor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the City and County of Denver, securing all necessary licenses and permits in connection with the proposals.

All merchandise furnished or service performed must comply with City and State Codes.

All vendors must take into consideration that only the City's contract documents will be used in the finalization of this agreement. This will include the total proposal and the City Attorney's general form.

A.5.a GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content

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of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

A.5.b NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.

The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.

No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.6 PRE-PROPOSAL CONFERENCE:

Vendors should visit the denvergov.org purchasing website and familiarize themselves with any conditions which may affect performance and proposal prices. Submission of a proposal will be prima facie evidence that the Vendor did in fact, make a site inspection and is aware of all conditions affecting performance and proposal prices Denver, CO. The proposal terms, conditions and scope will be reviewed, discussed and open for questions. In addition the selected Vendors will have the opportunity to demonstrate and present their product offerings. A pre-proposal conference will be conducted the date and time listed in the Schedule of Events, front page. Location of Pre-Proposal Purchasing, 201 West Colfax Avenue, Department 304, Room 3H1, Denver, CO 80202. The proposal terms and conditions will be reviewed and discussed at this time.

A.7 PRICING:

Cost proposal for the System must be "fixed price" proposals. The proposed price must include all cost that will be incurred for the purchase implementation and management of the System. If a vendor offers options and/or alternates that are not included in the fixed price for the proposed design, the Vendor must provide for each option/alternate the following information

- A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base System if the option/alternate is not purchased);
- A full explanation of the rationale for not incorporating such functionality in the base System;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

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The cost proposal must identify, by separate line item, the cost of each item of hardware, software, services, and other work to be furnished as part of the System. The City and County of Denver reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each items of the work by line item, and any Proposal (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis) that does not provide a fixed price to perform the proposed work. The vendor must understand that this proposal is for a minimum of two years and pricing should be maintained for the life of the project to ensure its completion. The intention of the City is to understand the total expense of the project during the evaluation period with the proviso that costs could potentially decrease but will never be higher than the proposal. It should be expressly understood that the City and County of Denver would also expect to receive all associated discounts as the cost of the proposed technologies decreases.

Pricing should be defined by phase and delineated as to:

- hardware equipment
- software purchase, renewal, support and maintenance
- Labor, installation, maintenance services and training

See Vendor Cost Matrix for details

All vendors shall submit their proposal on a net unit price only. All trade discounts, cash discounts, terms for payment must be reflected within the unit price only. The award of this proposal will be based upon the quoted unit price only.

A.8 BRAND AND/OR TRADE NAMES:

Each vendor shall agree to furnish the proposed services, equipment or materials that are called for in strict accordance with the conditions, requirements and specifications of this invitation to propose. In the event the City includes trade names as a part of the work description of any item, any participating vendor may submit quotations on other trade-named products, providing they are equivalent, unless the wording "no substitute" is indicated. When the description includes the wording "no substitute" in addition to the trade name, quotations of price will be accepted only on the trade-named product indicated. All disputes concerning grades and quality of merchandise or work shall be determined by the Director of Purchasing or his/her authorized representative.

Brand Names: Where a manufacturer's brand name of merchandise is given in this proposal, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc.

A.9 PRODUCT/PERFORMANCE LITERATURE:

The undersigned vendor shall agree to furnish, upon the written request of the City's Buyer, any additional information needed to substantiate or clarify the design and/or performance characteristics of the materials he proposes to furnish.

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 DESCRIPTION OF PROJECT

The City and County of Denver Technology Services Division is conducting a request for proposal regarding design, purchase and installation of a phased wireless solution that will provide wireless Internet and network access for the City and County of Denver Agencies and Citizens. The purpose is to provide remote access to city resources and applications. Wireless Internet access to the City and County of Denver's resources allows City employees to work more efficiently, the Public to more efficiently do business with the City, and encourage Economic Development.

The highest priorities are emergency and non-emergency services but later phases address public wireless service as reflected in the table below.

PHASED APPROACH TO THE CITY AND COUNTY OF DENVER'S WIRELESS RFP

	Phase 1	Phase 2	Phase 3	Phase 4
Target User	Non-Emergency City Agencies/ Other Denver Entities (Denver Health, Denver Public Schools, Denver Water)	Emergency Police, Fire, EMS	Citizen Service Portal	Economic Development
Mobility	Mobile users that remain stationary while using the device	Mobile users who are in motion when they use the device sometimes up to speeds of 70 miles /hour	Mobile and Stationary Users that remain stationary while using the device	Mobile and Stationary Users that remain stationary while using the device
Security	Secure	Highly Secure	Highest Security	Highest Security
Type of Application	Parking ticket information, tax assessment, various inspection data bases, office tools, work force management	Remote access to CGIS, NCIC data, CAD response systems and other mobile and rich data	Remote access to City resources for Citizen access to conduct business, provide payment on outstanding City services such as parking tickets, building permits, inspections recreation offerings	Remote access to the Internet for Citizens carrying on business in City facilities and for facilitating wireless services where they might not already exist for economic development in City neighborhoods.
Device	Laptop, PDA, tablet PC, Cellular phone, task specific devices, sensor readers	Laptop, PDA, tablet PC, Cellular phone, task specific devices, sensor readers	Laptop, PDA or tablet PC	Laptop, PDA or tablet PC
Connection Mode	Continuous or Periodic	Continuous or Periodic	Continuous or Periodic	Continuous or Periodic

B.2 BACKGROUND

The City and County of Denver wishes to leverage its current wired/wireless infrastructure investment as part of the Vendor solution. Below is a narrative on the current City infrastructure and assets to give the Vendor insight into the rich based of network assets already existing within the City and County of Denver.

For the purposes of this RFP it is necessary to understand several terms used by the City and County of Denver Technology Services Team. The INET refers to the fiber optic backbone. The DIANE is the Denver Institutional Area Network Environment which is the Cisco equipment installed to provide voice, video and data connectivity over the fiber infrastructure (INET). Maps of the DIANE configuration will be distributed at the pre-bid meeting.

Denver plans to leverage its existing investments in the INET/DIANE, Cisco networking and IP Telephony systems to deliver a state-of-the-art wireless network while minimizing technical and financial risk. The City and County of Denver has a unique situation regarding the use of its infrastructure for wireless purposes, which needs to be further defined for vendors' purposes as follows.

Over the past three years Denver has made significant investments the City's network infrastructure. The City invested in a metro area fiber infrastructure which was installed as part of a cooperative agreement between the City and County of Denver and Comcast Cable. This fiber network currently connects most City and County government locations. The fiber optic network (referred to as the INET) consists of portions owned and maintained by Comcast, and parts owned by the City's Public Works Traffic Management division. The core is on Comcast fiber, which connects 80-plus City sites out of approximately 120 total City sites. Public Works fiber connects the rest of the sites. A pending agreement with Ca-Botics Inc. will install fiber in the City's sanitary sewer system and can connect additional City sites. Per the City's cable franchise agreement the Comcast-owned fiber can only be used for non-commercial purposes related to City services. Therefore, a provider would not be able to utilize the INET for wireless access or backhaul purposes, unless specifically for City-related services. These limitations do not apply to the fiber owned by Traffic Management or Ca-Botics, as long as the data paths do not transverse Comcast fiber before reaching the City's network or the Internet, but are subject to SB152.

There are also several components of the City's infrastructure, which are separate from the INET, and can be used for different wireless purposes, including accessing the Internet. For instance the Colorado Convention Center has an agreement with an Internet Service Provider completely separate from the City and County of Denver's network. The attached map graphically showing the City's network assets also shows one of the City's Data Centers has direct, non-Comcast linked access to the Internet Cloud. This access can be leveraged to provide wireless options, which are not directly related to City services, and thus be available to the public for wireless access to the World Wide Web, but are subject to SB152

In the spring of 2003 the City began installation of high speed data equipment on to the City's newly completed fiber institutional network (INET). The equipment design and configuration came after exhaustive research and a thorough request for proposal process that would standardize the City and County of Denver's transport layer of their network to a CISCO platform. One year later, after the Denver Institutional Area Network Environment (DIANE) was almost complete, the City continued to expand services on the CISCO platform into the Voice arena by installing an IP telephony network into the City and County Denver's newly built Wellington E. Webb Municipal Building. This infrastructure is highly scalable, highly reliable, delivers proven savings in capital costs and recurring support costs, and provides a solid foundation for integration in the wireless network.

The core has current capacity of 5 Gbps of data throughput from the core hubs. As mentioned previously this robust network is a combination of fiber infrastructure supplied both by COMCAST and the City and County of Denver's Transportation Engineering Group. This network utilizes Cisco's DWDM (dense wave division multiplexing) over the core and layer three switching to the edge. A map of the physical connectivity will be distributed at the pre-bid meeting.

In addition to the DIANE network the City has the opportunity to leverage approximately 30 towers ranging in height from 60-100' currently used by the Department of Safety for mission critical radio communications for the

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City and County of Denver, Denver Water, and Denver Public Schools. The City and County of Denver also has ownership of the 800 MHz spectrum (48 channels), infrastructure (M/A-COM EDACS), LMR users (7500+), a 4.9GHz license and additional UHF and VHF bands through the Department of Safety.

Also the City has an agreement with Ricochet Wireless for the use of 1000 modems and 22 years of free service in exchange for Ricochet's ownership and operation of the radios and Wireless Access Points (WAPs). This agreement was negotiated based on the City's initial acquisition of the pole top antennas and WAPs.

In summary, the City and County of Denver is looking for a grass roots approach which has the opportunity to become a national model based the simplicity of the design, implementation and utilization of its existing assets. As shown in the matrix on page 9 the City and County of Denver is looking for a phased approach to a complete wireless solution providing agencies with network access to all of their applications and resources, to citizens for the sole purpose of doing business with the City and County of Denver, and for the City to support wireless capability to boost economic development. The City seeks to integrate a wireless system, which will satisfy all of City's current requirements, as specified in this RFP, yet be simple to maintain and inexpensive to upgrade and expand to satisfy future needs for additional functionality and/or capacity.

B.3 SOLUTION EXPECTATIONS

This Request for Proposal (RFP) requires that the system described herein be fully furnished, installed, tested, and proven operational as a turn-key process by the Vendor. Any omissions in this RFP shall be identified by each Vendor and incorporated into their proposal. All software, hardware, cabling, maintenance, licensing, integration, design, training and everything which is necessary to the success of the project must be identified and a line item cost included as part of this proposal. Omissions from Proposal's not identified and priced out on a line item summary, will be at the responsibility of the Vendor to supply at no additional cost to the City and County of Denver. The City and County of Denver will not increase the Contract or Purchase Order (either dollar amount or time) for items not included in the submitted proposal documents. **The City reserves the right to purchase part or all of the entire proposal.** The City intends for Vendor/s to provide a complete turnkey solution which will compliment the City's the existing Cisco platform.

The City is looking for a qualified Vendor to provide the end to end migration, upgrade and integration into the City's network as well as a complete maintenance, mentoring and training program. All equipment installed must have comprehensive back up documentation to confirm installation, and capacities have been proven and tested to meet minimum specifications as listed B7 tab 3 Proposers submitting a proposal for the entire scope of the work as outlined in the Specifications and must follow the individual subsection totals required as listed B7 tab 3. Each individual proposal must meet all of the minimum Specifications and include a price schedule for each of the individual components listed, in addition to other costing for procurement of any such additional components over the implementation time frame.

Vendor may include attachments that are beneficial to the proposal, and provide any additional information the Vendor wishes to call to the City's attention with respect to the Vendor's qualifications. Vendor may include appropriate system and Vendor brochures, including a list of all features

The successful Vendor, under the terms of this Request for Proposal, shall take such action as necessary and/or required to provide labor, supervision, materials, supplies, equipment, transportation, storage and/or services, whether temporary or permanent, which are indicated or may be reasonably inferred from each Drawing and each Section of these Specifications (drawings will be provided at the prebid meeting). All of which are collectively necessary and required for the execution of the work to fulfill the wireless network installation, activation, and modification once installed. Concurrent work by others for the construction of certain facilities related to the overall Project will require coordinated efforts by all on-site Vendors to insure the project is completed in the time frame specified by the proposal.

B.4 FUNDING/BILLING:

The City and County of Denver is anticipating a variety of sources for funding of this project. The wireless project will be rolled out in a phased approach as projects and/ or agencies require the need for the wireless access to the City. There will be various funding sources such as Grants, cable television Franchise-related fees, and other available resources. At this time, due to the nature of the RFP, no funding sources have been identified for the full scope of the project. The purpose of this RFP is to define the costs per the vendor's proposed design and implementation schedule. The City will then determine what portion if any that the City will implement.

Payment for this project will be done in accordance with the phased approach. Payment for each phase will not be made until all outstanding items have been addressed and the end product of each phase has been completed in terms of meeting the established measured criteria for performance, reliability and coverage. Each phase must have the detailed cost for each item, labor hour, and all back up documentation in order and signed off by a City and County of Denver authorized representative prior to payment being made. Final payment will be made when, in addition to all above criteria being met, all back up documentation on configuration, installation and product information have been received and deemed to be complete by Technology Services Staff.

B.5 CHANGE ORDERS:

Change Orders, unless it is deemed a change in the original scope of the project. will be subject to agreement between the Vendor Project Manager and the City designated Representative.

B.6 PERFORMANCE:

Vendor must provide measurable performance criteria for both coverage and equipment that will be agreed upon by the vendor and City. It's the sole and absolute discretion of the City's Chief Information Officer, that for a period of six months after completion of the installation ,the City and County of Denver will assess \$2,000.00/hour liquidated damages for service outages in excess of two hours unless the cause of the outages are outside the control of the Vendor or their equipment.. The Vendor will be responsible to the City with quality management services with measurable degrees of reliability, security, and accessibility.

The Vendor will be responsible to provide a project team. The project team must consist of a project manager, any staff required to collect and compile data as it relates to information required for the implementation and all engineering expertise. Each person involved in the technical installation and integration to the City's Cisco network must be Cisco certified. The individuals must have had at least 2 years experience after completion of their certification. Resumes must be submitted as part of this proposal for each team member identified as part of this proposal for review by the City. Vendor, where applicable, will provide information on projects of similar size and magnitude that they have worked on in the past three years. Please include a descriptive of the project, implementation and information on the organization to which the services were provided. The team must be dedicated to servicing the City and County of Denver Account. The City reserves the right to disqualify members of the account team based on experience or qualifications. It is the responsibility of the chosen Vendor to adhere to all City and County of Denver Security regulations, depending on the Division/Agency/Department requirements. Due the high profile nature of this project, it is a requirement that the project team be available locally until final completion of the project.

Vendor Upon completion of the evaluation of the information submitted, the City will determine the most appropriate design for its purposes and the appropriate process to procure the technology.

Vendors submitting a proposal must submit such proposal for the entire scope of the work as outlined in the Specifications and must follow the individual subsection totals required. Each individual proposal must meet all of the minimum Specifications and include a price schedule for each of the individual components listed, for procurement of any such additional components over the implementation time frame.

B.7 SUBMISSION OF INFORMATION

The Vendor proposal response must be completed within the following outline:

Tab 1 Summary Of Experience And Qualifications

All Vendors shall attach to their RFP responses the following information:

- 1) **Experience:** Description of past experience related to Large Scale Wireless Communications System Implementation similar to that required herein. Include dates, number of users served, and demographics.
- 2) **Product Distribution Information** - The distribution of the Vendor's product(s) including resellers, sales partners, and services partners. Include name, location(s), and contact information for resellers and/or business partners.
- 3) **Description of Similar Work:** The Vendor shall submit a brief description of not more than three (3) projects, similar to the work required herein and representative of the Vendor's work to include:
 - a. Location of project
 - b. Date completed
 - c. Total Cost
 - d. Type of project
 - e. Description of the project, including technology applied
 - f. Time of Involvement
 - g. Name, address, phone, FAX numbers for references for the above projects
- 4) **Work Product Submission:** The Vendor must furnish at least one (1), but not more than two (2) work products from similar projects which effectively illustrate the Vendor's quality of work and breadth of experience. Failure to submit this example(s) or work product may be cause for rejection of the proposal as non-responsive.
- 5) **Financial Profile:** To including copies of financial statements for at least the last two years certified to be true and correct by an authorized representative of the Vendor. Size of Vendor and number of employees should also be included. (If you consider this proprietary information, it may be segregated from other documents and placed in a sealed envelope which will not be opened or revealed to other Vendors.)
- 6) **Organization, Management and Personnel** - Vendors shall concisely describe:
 - a. Resume(s), no longer than one page, per individual, of each of the key individuals to be assigned to the project including the project manager
 - b. Organizational chart identifying key roles, responsibilities and experience of the staff assigned to the work required herein
 - c. Management plan showing roles and responsibilities of key personnel assignments

Tab 2 Company Information

Provide the following information: name of Vendor, address, phone number, e-mail address, and contact person.

Tab 3 Product Specifications

Provide detailed product specifications for the Vendor's suite of wireless network products, which accurately describe the physical characteristics and technical capabilities.

Tab 4 Technical Information and Specifications Questions & Answers

The System must consist of a wireless network covering all 52 square miles of the City and County of Denver (“the Coverage Area”). Specifically, the network must meet the following requirements. Provide technical information, specifications regarding the following product and component questions:

Coverage Area Requirements

- A. Sufficient capacity throughout the system to support a minimum of 14,000 city employees at the service levels defined by the vendor proposal. The City anticipates a significant portion of current City service inquiries will migrate to the use of this wireless network. Currently the City receives approximately 150,000 phone call inquiries per month. The network design must have capacity to accommodate a portion of this call volume. Please describe how this will be accommodated in the coverage.(talk about concurrent usage per device, discuss scalability and everything necessary for the system)
- B. 95% on-street (outdoor) coverage for the devices referenced in the paragraph above within the Coverage Area with no additional hardware required beyond the device’s standard wireless interface. Outdoor dark areas must not exceed contiguous tiles measuring 330 X 660 square feet or the approximate size of one City block. In the system design, provide the methodology that will be used to address outdoor coverage. For your proposed network, provide downlink and uplink user bit rates that correspond to 95% on-street coverage. Provide the testing plan to show compliance with 95% on street coverage.
- C. 90% in-building (indoor) coverage for Prioritized City Facilities within the Coverage Area which will be defined at the pre-proposal. Storage areas, restrooms and low use areas should be considered in the total area of dark areas. Should additional Customer Premise Equipment (“CPEs”) be required in order to deliver this in-building coverage, Vendors are expected to state this in their Proposals and provide details on this requirement and their assumptions. In the system design, describe the methodology that will be used to address in-building coverage. For your proposed network, provide downlink and uplink user bit rates that correspond to 90% in-building coverage. Provide a testing plan to show compliance.
- D. Support for seamless, in-motion usage throughout the Coverage Area by subscribers, this includes the ability for subscribers to maintain “session-level” persistence while the subscriber’s device is in motion at speeds up to sixty (60) miles per hour. This capability must be supported with no interruption to applications running on the device. Please describe how mobility will be provided within the Coverage Area.
- E. Please describe the support throughout the Coverage Area for wireless access from desktop PCs, laptop PCs, handheld devices, mobile phones and other manned or unmanned devices.
- F. Coverage maps must be provided for each of the individual City sites as well as for composite citywide system coverage under each of the coverage criteria as described in section B7, Tab3, items B and C.
 - Provide system coverage guarantees will you be willing to provide.
 - Provide coverage maps to describe the coverage of the proposed system
 - Describe the coverage pattern/ coverage guarantees that will be provided to support the projects goals as described in section B7, Tab3, items B and C

Physical Specifications/Equipment Installation and Site Preparation

- A. The vendor will provide all site development, civil engineering and equipment installation requirements. This includes all network connections.
- B. Provide the equipment installation service that and any site preparation requirements necessary for the City and County of Denver's design.
- C. Meet all environmental conditions required for site equipment and provide documentation on how you will ensure that such conditions are satisfied.
- D. Provide the total floor and access space that should be set aside for the complete communications center equipment configuration and central electronics.(Provide footprints in an attachment. Include reasons for the proposed layout.)
- E. Please document what use of City-owned structural assets, such as traffic light poles, or other assets which the City may need to provide access to. The City will provide electronic data with traffic light poles at the Pre-Proposal Meeting.
- F. Provide detailed plans and specifications for support for pole, roof and wall mount options for the wireless network equipment.
- G. Describe typical power requirements for both indoor and outdoor equipment and how ranges of affectivity may influence overall performance issues.
- H. Please describe the proposal's compliance to IP56/NEMA4 dust and water ingress ratings for all outdoor-mounted equipment. Describe additional weather protection ratings that are provided for outdoor antenna/access point sites for the proposed system. Describe rating parameters.
- I. Describe how the design solution supports ambient temperature ranges of -40 C to +50 C for all outdoor-mounted equipment
- J. Describe how the outdoor-mounted equipment will withstand wind loads consistent with any codes and/or regulations that may exist within the City and County of Denver, with no impact to operation of the System.
- K. Describe the protection against power surges, including from lightning, for all electrical and network connections.
- L. Describe how emergency power handled? NOTE: Where adequate emergency power is not available, vendors shall provide emergency and UPS power at each site that is critical to the operation of the system including system control sites.
- M. Along with the existing antenna (please include cabling requirements) describe what type of antenna technology your solution will recommend.
- N. Describe how the design complies with zoning, co-site interference, Historical Districts, FCC Regulations and all other restrictions or regulations that apply.
- O. What is the guaranteed delivery lead time (from date of contract signing) for equipment?

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- P. The successful proposer shall provide an as-built plan. Please document your ability to provide the final “as built plan” for the network infrastructure, supplied ESRI coverage (.e00) with
1. Projection: Lambert Conformal Conic
 2. Geographic Coordinate System
 - Projection Colorado State Plane
 - Fipszone 502
 - Units US Survey Feet
 - Horizontal Datum 83/92 (HPGN- High Accuracy reference Network)
 - Vertical Datum NAVD88
 - Spheroid GRS1980

All base mapping must be accurate to City and County of Denver GIS mapping standards. Please see the following link for specifics.

<http://www.denvergov.org/GIS/141811879template3jump.asp>

System Specifications

- A. Describe the type or kind of processor technology that your solution would incorporate.
- B. Discuss the upload/download data rates which your solution will support.
- C. In a roll out phase describe the memory requirements that your technology would require for described functionality as described in the phased matrix in Section B
- D. Attach and include all applicable equipment specifications; i.e. laptop, PDA, cellular, soft phone, radio, vehicle mounting devices, and anything else required for the system.
- E. Specify the frequency band where your equipment will operate. Describe how vulnerable this band to interference. Describe the devices or techniques that will be used to mitigate the effects of interference, if any. Quantify how effective these techniques are in eliminating or mitigating the effects of interference in terms of effective bit rates.
- F. Provide your solutions approach to respecting those wireless networks that currently exist.
 - **Note Interference** – No harmful interference to existing systems or users at the antenna site shall be created by the installed system. Harmful interference is defined as that being detectable in any radio system currently in use at the site.
- G. If your solution has operating channels, describe what channels will provide optimum coverage. Please discuss any applicable regulations that may affect total overall scope of the project. Discuss current and future considerations.
- H. Describe the recommended WLAN Architecture.
- I. Please explain your solution to support the logical segmentation of the System to support different “domains” of users (e.g. secure access by government agency personnel, secure access for public users.). This must include what the capability is to define and manage different profiles for authentication, encryption and other service characteristics based on the requirements of each user domain.

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- J. Discuss your approach to interfacing with equipment that may not be directly compatible with your proposed equipment.
- K. Describe how your design will integrate into the City and County of Denver's DIANE Network/Cisco network equipment and IP telephony. Provide detail and specifics on what additional information may be required from CCD and how that integration will be structured in terms of hardware and software requirements.
- L. Describe typical operating range and factors that will impact functionality.
- M. Include the number of maximum concurrent users per device and applicable scalability factors.
- N. Describe the roaming capabilities/subscriber based packet service/seamless and secure for roaming across all subnets/mobile force where vehicle speed may be of issue.
- O. Please explain your concept of Virtual LANs and how they are applicable to the proposed design structure.
- P. Describe how your response plans to leverage existing applications (Active Directory, LDAP, Radius, ACS, Windows/NT domain, PeopleSoft, Citrix, GIS, Camma Oasis, Cityview, Parking Metering and Ticketing).
- Q. Describe how your system addresses QOS and COS by user or by role.
- R. Define systems approach to load balancing
- S. Discuss wireless voice capabilities (i.e. radio, IP phone, soft phone cell, text messaging, paging)
- T. Discuss AVL- Protocol- GPS tracking capabilities.
- U. Illustrate experience with and methodology for Workforce Management.
- V. Illustrate your compliance with next generation mobile networks.
- W. The City and County of Denver is interested in seeing menu pricing for the various user equipment components of your proposed solution. Regarding the wireless options, please describe the functionality limitations or performance degradation that results from the various options proposed. Provide costing of all user equipment available on matrix E-2

Security

- A. Describe how your solution handle multiple BSSIDs and discuss their influence on security issues.
- B. Discuss your solutions approach to security- National Crime Information Computer (NCIC), Colorado Bureau of Investigation (CBI), Colorado Justice Information System (CJIS), Colorado Crime Information Center (CCIC), HIPPA Compliance and also describe security access, encryption, password authorization, and any other security feature.
- C. Describe how your system address authentication and authorization.

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- D. Describe your capabilities in providing priority service/ quality of service (QOS) for City and County Emergency Use. Use examples on similar installations.
- E. Although IEEE 802.11 compliance is not a strict requirement of this RFP, please compare your security features to IEEE 802.11i. Specifically address authentication and encryption.
- F. How will your system detect rogue access points on the network?

Reliability/ Redundancy

- A. Describe your redundancy/reliability model. Describe what redundancy features would be built into the wireless system backbone.
- B. Reliability – The voice and/or data system backbone(s) shall be designed with a high level of reliability such that no single point of failure shall cause loss of functionality. Please describe how this will be accomplished through this wireless design. What will ensure the performance for the design proposed?
- C. Resiliency- the City will expect that as a component fails, traffic would be rerouted to allow for continuous network accessibility. Describe how network traffic is re-routed in the event a component fails.
- D. Please describe the stability of the wireless network as it relates to unexpected events or transient network conditions. The City anticipates of five nines of reliability in order to have 99.999% access to applications and access to the network.
- E. State the expected mean time between failures for major components of the system backbone and user equipment on an annual basis. Please describe the processes used to guarantee the service levels documented from above.
- F. Please describe the performance of critical applications via QOS in the event there are network issues.

Software Licenses/ New Versions/Releases/ Programming

- A. Describe any required software licenses for the system. Identify the detailed costs.
- B. The City and County of Denver requires that new software versions or products released within one year of installation be provided free of charge. Please provide costs for licensing of all products after the first year.
- C. Vender will install the new releases for City agencies as part of the system warranty and maintenance. Please provide all warranty and maintenance terms and associated costs, if any.
- D. Describe how often new software releases are distributed. Also, please describe your procedure and methodology for installing and testing new software releases without impacting public safety operations
- E. Will new releases be field installable by City personnel?

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- F. Does the vendor make the source code for its software available to its customers? (Check all appropriate answers). No – Source code not available Yes – Source code supplied with system Other-Available through escrow-type arrangement. Describe any limitations for access, Available through direct purchase (show costs separately)
- G. Is programming documentation provided along with the source code?

Software Errors

- A. The City and County of Denver requires that the Vendor correct any program errors, without charge, in the first year after system acceptance. Will the Vendor correct, without charge, any errors that are discovered after this time period has expired? If so, for what time period? If errors are discovered at another user's site, the City will expect the same problem to be corrected within the City's network.

Tab 5 Management and Support

Describe in detail the management and support services associated with Vendor's products. Include, at a minimum, the following:

- A. Local administrative management
- B. Remote administrative management
- C. Remote User Support
- D. Event and Transaction logging management and reporting
- E. Security management Tools & security testing tools
- F. Intrusion Detection
- G. Rogue access point management
- H. Warranty information
- I. First and second level support, including physical location of telephone support
- J. Network Performance Monitoring
- K. All Maintenance requirements over 1-3 years, on going.
- L. Training Schedule for In-House Operation
- M. Service Level Agreement Document subject to compliance with the City's Sample Contract
- N. Cost Benefit Analysis/ Return on Investment
- O. Disaster Recovery plan
- P. Describe the Vendor's assessment of future technologies as they may relate to wireless access technologies and how they see product upgrades and enhancements in the next 1-2 years and 3-5 years.

Tab 6 Access Points/Antennas

Provide the number of access points/antennas that would be required to provide uninterrupted, reliable access to the City and County of Denver users. Include coverage to all City and County of Denver perimeters and anticipated quantity of users from each given access point or area. Definition of coverage and number of actual access points is to be determined via a rolled out schedule. The Vendor must also describe the relationship between reliability and uninterrupted access and a vehicle's speed as it relates to mobile users. Do not include coverage for Denver International Airport.

It is understood that the Vendor response will be an estimate and done without benefit of a radio frequency spectrum analysis. The Vendor may conduct a radio frequency spectrum analysis of the City and County of Denver, at the Vendor's cost. The analysis may only be performed with the prior written consent of the City. The analysis must be completed prior to submitting the Vendor's response to this RFP. In order to schedule an opportunity to conduct an analysis, the Vendor must contact Sara Harmer, at (720) 913-4820, by June 30, 2005. The Vendor will be required to submit a certificate of insurance demonstrating Vendor has the required insurance as outlined in Section 5.0 of this RFP.

Tab 7 Test of Antenna/Access Point Product

As a part of the evaluation of information submitted pursuant to this RFP, the City may request a test of the Vendor's antenna/access point product to verify specifications provided in the Vendor's submittal within a determined location specified by the City. The City and County of Denver may not test the products of all companies submitting under this RFP, and a request to test does not indicate a preference for a particular Vendor's product. The test will be used solely to clarify capabilities of the product and to assist the City in selecting the most appropriate technology/ies. If requested to participate in a test of the Vendor's equipment in the City and County of Denver, describe how the Vendor would accomplish this demonstration/test and include any requirements and/or costs involved for the City. The demonstration/test may include limited access to the Internet via the Vendor's equipment by the public. The City will provide Internet access at the City's cost for purposes of conducting the test. The determination of which Vendor's products to test shall be in the City's sole discretion. No test may be performed without the prior written request of the City and County of Denver and shall include submitting an insurance certificate demonstrating that the Vendor has the required insurance.

Tab 8 Product Demonstration

The City requires that a live product demonstration be a part of the vendor selection criteria. The demonstration will consist of two parts: one stationary, and one mobile. The demonstration, as with the test as stated in Tab 7, will be comprised of a test site and environment that will measure the vendor's solution to meet the requirements of the RFP, under actual user conditions. To participation in a live demonstration the City Evaluation Committee will select vendors according to the evaluation criteria as stated in A.5.

Stationary

At the discretion of the City, a downtown test site will be selected, i.e. City and County Building, Wellington Webb Building, etc. It is expected, that in addition to City specified test criteria, that the vendor will suggest test methodology that is consistent with industry standards. A business time will be selected in order to provide a realistic environment for the demonstration. One (1) week will be provided for vendor set up of equipment, software, and connection to the City's network, and one (1) week for the demonstration. It is expected that a full user's range of functionality will be monitored.

Mobile

It is anticipated, for the mobile based demonstration, that the same type of evaluation criteria will be developed, but in this instance a mobile test track or area will be designated and the functionality will be evaluated under various speeds and the ability to “hand off” signals to adjacent access points, sites or geographic areas. The City will notify the vendors of the test location for the mobility trial. The two locations currently under consideration are I-70 between I-25 and Peoria, and Speer Blvd from Federal to Broadway. The City will entertain other suggested locations for the mobility trial to ensure the best opportunity to evaluate performance.

The remainder of this page left blank intentionally.

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT FOR COMPLETION. THIS IS THE ONLY CERTIFICATE FORM THAT WILL BE ACCEPTED BY THE CITY AND COUNTY OF DENVER. NO MODIFICATIONS ARE ACCEPTABLE.

CITY AND COUNTY OF DENVER

B.8 CERTIFICATE OF INSURANCE

DEPARTMENT OF GENERAL SERVICES - PURCHASING

THIS IS TO CERTIFY that the Vendor or Companies named herein issued a policy or policies providing all coverages and satisfying all requirements described herein to the insured named below (the "Insured").

Party to Whom this Certificate is issued:	Name and Address of Insured:
CITY AND COUNTY OF DENVER Director of Purchasing 201 West Colfax Avenue, Dept. 304 Denver, Colorado 80202	

BUYER'S NAME: Jon Osell

CONTRACT NAME TO WHICH THIS INSURANCE APPLIES: 6092

I COVERAGES "A" THROUGH "F" ARE REQUIRED ONLY IF THE PURCHASING DIVISION HAS CHECKED THE BOX TO THE LEFT OF THE INDICATED COVERAGE

[X] A. COLORADO WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE

COVERAGE	MINIMUM LIMITS OF LIABILITY (IN THOUSANDS)	POLICY NO. AND VENDOR	POLICY PERIOD
Colorado Workers' Compensation and Employer's Liability	Employer's Liability Limits \$100, \$500, \$100		

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state.
2. Waiver of subrogation rights and rights of recovery against the City and County of Denver (the "City"), its officers, officials and employees.

[X] B. COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	MINIMUM LIMITS OF LIABILITY (IN THOUSANDS)	POLICY NO. AND VENDOR	POLICY PERIOD
Commercial General Liability (coverage at least as broad as that provided by ISO form CG 0001 1/96 or equivalent)	Each Occurrence: \$1,000 General Aggregate Limit: \$2,000 Products-Completed Operations Aggregate Limit: \$2,000 Personal & Advertising Injury: . . \$1,000 Fire Damage (any one fire): . . . \$ 50		

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2026 (10/93) or equivalent
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG 0001 (1/96) or equivalent
3. Contractual Liability
4. Waiver of subrogation rights and rights of recovery, per ISO form CG2404 (10/93) or equivalent
5. If this event involves racing or demolition derby/rodeo then Exclusion H must be deleted
6. If liquor may be sold then Liquor Legal Liability, with City as additional insured, is required.

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[X] C. BUSINESS AUTOMOBILE LIABILITY COVERAGE

COVERAGE	MINIMUM LIMITS OF LIABILITY (IN THOUSANDS)	POLICY NO. AND VENDOR	POLICY PERIOD
Business Automobile Liability (coverage at least as broad as ISO form CA0001 12/93 or equivalent)	Combined Single Limit \$1,000		

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, any auto, coverage. If no owned autos, then Symbols 8 & 9 (Hired and Non - Owned) are acceptable.
2. **If this Contract involves transport of hazardous materials**, then the Broadest Pollution Endorsement, per ISO form CA9948 (12/93) or equivalent and MCS 90, are required.
3. If Insured's Contract involves racing or demolition rodeo/derby then Exclusion 13 must be deleted.

[] D. UMBRELLA LIABILITY

COVERAGE	MINIMUM LIMITS OF LIABILITY (IN THOUSANDS)	POLICY NO. AND VENDOR	POLICY PERIOD
Umbrella Liability	Each Occurrence \$1,000* and Aggregate		

Any Policy issued under this section must contain, include or provide for the following:

1. Coverage in excess of, and at least as broad as, the primary policies in Sections A, B & C, above.
2. City, its officers, officials and employees as additional insureds.
3. **If this is an event at ,Red Rocks, the Coliseum, Denver Performing Arts Complex** or another major City facility, then a \$4 Million umbrella limit is required.
- *4. If operations include unescorted airside access at DIA then a \$9 Million Umbrella is required.

[] E. PROFESSIONAL LIABILITY OR SOFTWARE ERRORS & OMISSIONS (IF WORK IS THE DESIGN OR MAINTENANCE OF SOFTWARE THAT HAS CRITICAL APPLICATION FOR THE CITY).

COVERAGE	MINIMUM LIMITS OF LIABILITY (IN THOUSANDS)	POLICY NO. AND VENDOR	POLICY PERIOD
Professional Liability	Per Claim \$1,000		

Any Policy issued under this section must contain, include or provide for the following:

1. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104.
2. Any cancellation notice required herein may be provided by either certified or regular mail.
3. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental work performed under the Insured's Contract with the City.

[] F. CRIME: MONEY AND SECURITIES OF OTHERS/EMPLOYEE DISHONESTY

COVERAGE	MINIMUM LIMITS OF LIABILITY (IN THOUSANDS)	POLICY NO. AND VENDOR	POLICY PERIOD
Money and Securities of Others Employee Dishonesty	Limit Amount of Funds in care, custody or control at any one time		

Any Policy issued under this section must contain, include or provide for the following:

1. Coverage must extend to cover all City funds in the care, custody and control of the Insured by endorsement, endorsement must apply coverage directly to the City.

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II ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverages specified herein:

1. Insured shall be solely responsible for payment of any and all deductibles on issued Policies.
2. All coverages provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. With the exception of professional liability, auto and crime coverages, a waiver of subrogation and rights of recovery against the City, its officers, officials and employees is required for each coverage.
4. City shall have the right to verify any coverage provided herein at any time.
5. Certified copies of all Policies referenced herein shall be promptly provided to the City upon request.
6. **Advice of renewal is required.** Unless a longer period is specified, the City requires that the Insured keep all coverages provided for herein in full force and effect for at least one year post acceptance by the City with the City continuing to be listed as an additional insured on the CGL policy.
7. All insurance companies issuing policies hereunder must carry a least an A minus VIII rating from A. M. Best Vendor or obtain a written waiver of this requirement from the City's Risk Administrator.
8. **Compliance with any coverage requirement by "equivalent" herein must be approved in writing by the City's Risk Management Administrator prior to execution.**

III NOTICE OF CANCELLATION

It is understood and agreed that should any Policy hereunder be canceled or should coverage be reduced before the expiration date thereof, the Issuing Vendor or its authorized Agent shall mail forty-five (45) days' prior written notice (ten (10) days for nonpayment of premium), referencing the contract name as set forth herein, to the City and County of Denver, Director of Purchasing, 201 W. Colfax Avenue, Department 304, Denver, CO 80202 sent by certified mail, return receipt requested.

VERIFIED CERTIFICATION OF INSURANCE AGENT

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and aver, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured and the coverage requirements set forth in the foregoing Certificate of Insurance, and that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided therein is true and correct to the best of my knowledge. I further understand that the City shall rely on the information provided.

By: _____

Agent Name: _____

Agency/Brokerage: _____

Telephone Number with Area Code: () _____

Subscribed and sworn to before me by _____, on the

_____ day of _____, 200 _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: _____

Notary Public

My signature here indicates my review of the above evidence of insurance coverage. I find it to be in compliance with the City's coverage requests as shown in the proposal documents or I have secured written approval of an exception.

_____ Signature of Buyer _____ Date

SECTION C: ATTACHMENT A REMOTE ACCESS AGREEMENT FOR VENDORS AND VENDORS

C.1 PURPOSE

The City and County of Denver (CCD) has developed information security policies to help protect valuable resources such as electronic information, hardware, and software through the selection and application of appropriate safeguards, information security policies contribute to the City's mission of protecting financial resources, legal position, employees, and other tangible and intangible assets.

C.2 SCOPE

This VPN/Dial-up agreement defines the responsibilities, obligations and liabilities of Vendors and Vendors who have been granted access to the City and County of Denver's network infrastructure via dialup or VPN. Acceptance of this agreement is conditional on the approval of the Agency requesting the access and the manager of the IT Support Group that will be responsible for account management. Upon receipt of this signed agreement, the responsible IT Support group will determine if access will be granted and under what terms. Please note that restrictions such as time of use, disabling/enabling of access on an as needed basis, etc. may be imposed.

C.3 VENDOR/VENDOR RESPONSIBILITIES

The Vendor/Contactor is granted access to the City's network for authorized support and maintenance or as otherwise specified by this agreement. Any other use is strictly prohibited. The Vendor/Vendor is responsible to ensure their system(s) are compatible with City and County of Denver's dial-up/VPN system.

The Vendor/contactor is hereby put on notice that all activity while connected to the City's network is monitored and logged. Any activity outside the scope of the agreement signed will result in immediate termination of access and potentially result in civil and/or criminal charges being filed against Vendor/Vendor that has been formally granted access.

User names and passwords provided to access the City's network are specifically assigned to an individual. No sharing of user names and passwords are allowed for any reason. If additional remote access is required, each individual will be assigned his or her unique user ID and Password; each individual must complete this form and agree to its terms and conditions.

The Vendor/Vendor shall keep strictly confidential any and all proprietary information and technology provided to them for the sole purpose of which the access was granted. Proprietary information refers to software programs, computer code, software documentation, methodology, documentation, reference materials, business models, data models and other business and technological information. Depending on the Scope of Work defined, the City and County of Denver may require a background check.

Upon termination of this agreement and if requested by the City and County of Denver, the Vendor/ Vendor shall return (within 3 business days) originals and all copies of any such proprietary information and technology that was obtained as defined above. The termination of this contract does not relieve the Vendor/Vendor from his or her obligation to keep strictly confidential all such proprietary information and technology.

The Vendor/Vendor shall utilize current virus protection and firewall software on the Vendors PC or the Vendors LAN that will be used to access the City's network. The Vendor/Vendor agrees that both virus and firewall protection need to be current on updates and patches. If malicious code such as viruses, Trojans, worms, backdoors introduced by the Vendor/Contactor compromise or put at risk the City's proprietary information, the City and County of Denver will seek any civil and or criminal remedy available to us. For the purposes of interpreting or enforcing any provisions of this agreement, the agreement will be governed by laws of the State of Colorado.

Initials _____

C.4 PROCESS FOR ACQUIRING VPN/DIAL-UP ACCOUNT AFTER APPROVAL

Once approved by the Agency and Manger of the relevant IT Support Group that will be responsible for maintaining the account, a user ID and password will be created for the Vendor/Vendor by the City's IT staff and will be configured to automatically be disabled as of the end date listed below. The Agency will forward a copy of the signed agreement to the owner for the RAS/VPN system that will be used for remote access. The Vendor/Vendor will be notified once the VPN/Dial-up account has been set up. A representative from the relevant IT Support group will contact the Vendor/Vendor by phone and provide them with their User ID and Password and any configuration instructions. Once the user has accessed the City's network, they will be required to change their password. If restricted access is required the Vendor/Vendor will be provided a contact name from the City to have their access enabled and then once completed, disabled.

Initials _____

Vendor/Vendor Address:

Primary Contact

Business Name: _____

_____ Phone: _____

_____ Fax: _____

Define Purpose and Scope of Work for VPN/Dial-up Access-

Define dates of Access Requested: Start Date: _____ End Date: _____

Type of Access Required (IPsec VPN/Dial-Up) _____

Time Restrictions Requested (Circle One)

Business Hours M-F

Extended Hours 6:00AM – 8:00PM

24 Hour Access

List all IT Resources the Vendor/Vendor will need access to: _____

The names listed below have read, understood and agreed to all terms and conditions of this contract.

First Name, MI. Last Name (Print)

Signature

Date:

(Additional names require additional Agreements to be signed)

Items below this line are for internal use only.

Approval by the Director of Agency: _____ Date: _____

Approval by the Manager IT Support Group: _____ Date: _____

Special Restrictions if any: _____

Access Review Date Recommended: _____

C.5 APPLICATIONS MATRIX

Application	Agency(s)	Requirement	Persistence of Coverage	Security	Reliability	Mobile Performance 0-15 MPH	Mobile Performance 16-35 MPH	Mobile Performance 35 Plus MPH	Fixed Location Performance
911 Dispatch Priority 1	DPD, DFD, EMS	Dispatch an officer to a high priority call	CityWide	Yes	High	High	High	High	High
911 Dispatch Priority 2	DPD, DFD, EMS	Dispatch an officer to a high priority call	CityWide	Yes	High	High	High	High	High
911 Dispatch Priority 3	DPD, DFD, EMS	Dispatch an officer to a medium priority call	CityWide	Yes	High	High	High	High	High
911 Dispatch Priority 4	DPD, DFD, EMS	Dispatch an officer to a low priority call	CityWide	Yes	High	High	High	High	High
Mobile Report Submittal	DPD	Dispatch report to HQ based RMS database	HotSpots	Yes	Medium	Low	Low	Low	High
Warrant Clearance	DPD	Search NCIC/CCIC DB for outstanding warrants	CityWide	Yes	High	Low	Low	Low	High
AVL Poll by Dispatch	DPD, DFD, EMS	911 Dispatcher polls all Fire, Police or EMS vehicles for location data	CityWide	Yes	High	High	High	High	High
AVL Regular Upload to Dispatch	DPD, DFD, EMS	Individual vehicle performs upload of location data on regular basis when moving.	CityWide	Yes	High	Medium	Medium	High	High
Inspection Request	CPD	Receive a request for a Building or Housing inspection	CityWide	No	Medium	Low	Low	Low	High
Work Order Dispatch	POB, PW	Dispatch a field technician work order information	CityWide	No	Medium	Low	Low	Low	High
AVL	POB	Technician vehicle location tracking	CityWide	Yes	Medium	High	High	High	High
Internet Access	P&R	Access the Internet	HotSpots	No	High	Low	Low	Low	High
Email Access	P&R	Access City Email	HotSpots	Yes	High	Low	Low	Low	High
File System Access	P&R	Access Server based files	HotSpots	Yes	High	Low	Low	Low	High
Internet Access	DA	Access the Internet from with Webb, C&C Bldg and PD HQ.	HotSpots	Yes	High	N/A	N/A	N/A	High

Request for Proposal No. 6092

Application	Agency(s)	Requirement	Persistence of Coverage	Security	Reliability	Mobile Performance 0-15 MPH	Mobile Performance 16-35 MPH	Mobile Performance 35 Plus MPH	Fixed Location Performance
Internet Access	Defense Attorneys	Access the Internet from with Webb, C&C Bldg and PD HQ.	HotSpots	Yes	High	N/A	N/A	N/A	High
AVL	PW Streets	Tracking of Snow Plows and other PW Street Main vehicles. 6-8 discrete data types on AVL	CityWide	No	High	high	high	high	high
Time and Materials Tracking	PW Streets	Entry of time and materials data from field computers	CityWide	Yes	High	high	Low	Low	High
Snow Plow Routes	PW Streets	Access to GIS based Snow Plow Route application	CityWide	No	High	high	high	high	High
AVL	DFD	Tracking of Fire Apparatus	CityWide	Yes	High	high	high	high	High
Firehouse Application	DFD	Access to Firehouse application from a Fire scene	CityWide	Yes	High	high	high	Low	High
GIS	DFD	Access to GIS applications that display information about the Fire scene	CityWide	Yes	High	high	high	Low	High
Building Plans	DFD	Access to building plans at a fire scene	CityWide	Yes	High	high	high	Low	High
Chemical Database	DFD	Access to Internet based Chemical database from a fire scene	CityWide	No	High	high	high	Low	High
Telestaff	DFD	Access to Telestaff personnel scheduling system from Fire scene	CityWide	Yes	High	high	high	Low	High
Remote Software Update	DFD	Ability to update software on Vehicle mounted or remote computers	CityWide	Yes	High	high	high	Low	High
Internet Access	CA	Ability to Access Internet from Court Rooms	HotSpots	Yes	High	N/A	N/A	N/A	High

Request for Proposal No. 6092

Application	Agency(s)	Requirement	Persistence of Coverage	Security	Reliability	Mobile Performance 0-15 MPH	Mobile Performance 16-35 MPH	Mobile Performance 35 Plus MPH	Fixed Location Performance
AVL	PW WMD	Ability to track numerous data items on WMD trucks, i.e. dump bin on dump trucks, engine on/off, water loading and deploying, vacuum on/off, pipe camera on/off, camera footage counter, water jet on/off, mower on/off, etc	N/A	N/A	High	N/A	N/A	N/A	N/A
Library Book Checkout	DPL	Access the DPL Library book checkout system from the bookmobile	CityWide	Yes	High	Low	Low	Low	High
Public Internet Access	DPL	Public access to the Internet from the Library	HotSpots	No	High	Low	Low	Low	High
Collection Maintenance	DPL	Maintain library book locations remotely via a handheld device	HotSpots	Yes	High	Low	Low	Low	High
Electronic Activity Card	POB	Have technicians log time and completion status of work orders to central system.	CityWide	Yes	High	Low	Low	Low	High
Routing and Scheduling assignments	POB	Ability to receive routing and scheduling assignments without needing to go to the office to pick these up	CityWide	Yes	High	Medium	Medium	Medium	High
Walkie Talkie communication to Field Technicians	POB	Ability to do voice communications	CityWide	Yes	High	High	High	Medium	High
Internet Access	Tres	Access the Internet	CityWide	Yes	High	Low	Low	Low	High
Email Access	Tres	Access City Email	CityWide	Yes	High	Low	Low	Low	High
ITS	Tres	Access to ITS application remotely	CityWide	Yes	High	Low	Low	Low	High
Network Drives (VPN)	Tres	Access Server based files	CityWide	Yes	High	Low	Low	Low	High
Request for Service	PW Parking	Dispatch parking attendants	CityWide	Yes	High	High	Low	Low	High

Request for Proposal No. 6092

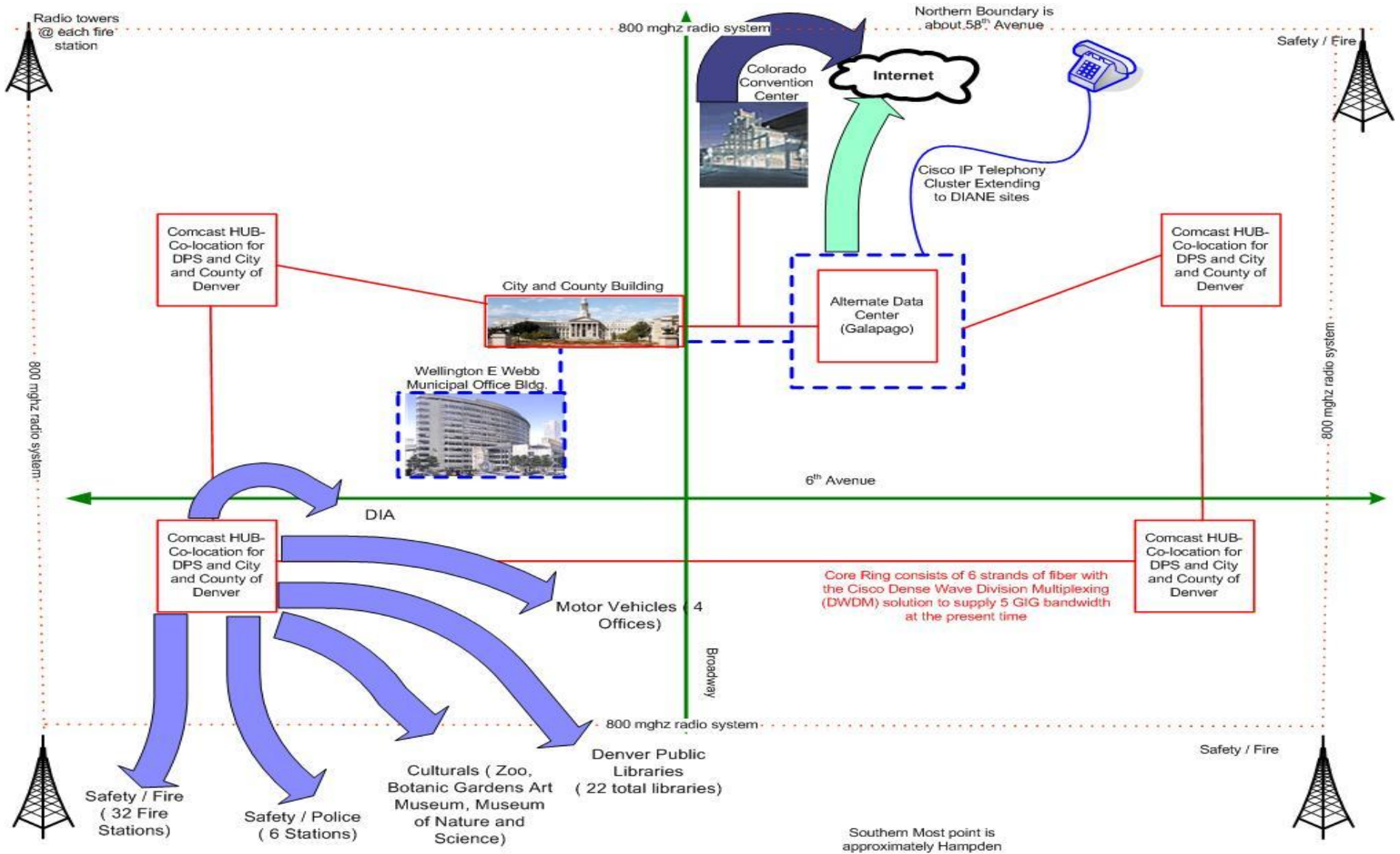
Application	Agency(s)	Requirement	Persistence of Coverage	Security	Reliability	Mobile Performance 0-15 MPH	Mobile Performance 16-35 MPH	Mobile Performance 35 Plus MPH	Fixed Location Performance
AVL	PW Parking	Location of nearest available attendant when a call for service is required	CityWide	Yes	High	High	Low	Low	High
Traffic Light Control	PW Traffic	Access the Traffic light control application from the street	CityWide	Yes	High	Low	Low	Low	High
Internet Access	County Court	Access the Internet and applications from within C&C Bldg	HotSpots	Yes	High	Low	Low	Low	High
Permitting	PW DES	Create, inspect, print and accept payment for permits	CityWide	Yes	High	Low	Low	Low	High
Email Access	PW DES	Access Email	CityWide	Yes	High	Low	Low	Low	High

*Please see the below department for the acronyms described above.

Denver Police Department (DPD), Denver Fire Department (DFD), Emergency Medical Services (EMS), Community Planning and Development (CPD), Public Office Buildings (POB), Public Works (PW), Parks and Recreation (P&R), Public Works Waste Management Division (PW WMD), Denver Public Library (DPL), Treasury (Tres), Public Works Parking (PWP), Public Works Traffic (PW Traffic), Public Works Design and Engineer Services (PW DES)

C.6 GEOGRAPHICAL LAYOUT

See next page



SECTION D: SAMPLE CONTRACT

This section shall include your response to our proposed terms and conditions included in _____ and shall form the basis for the preparation of a contract covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

If the City elects to purchase hardware or software through the selected vendor, the City and vendor will negotiate appropriate warranty, license and escrow provisions of the contract.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado hereinafter referred to as the “City” and _____, a corporation licensed and authorized to transact business in the State of Colorado, maintaining its principal office at _____, hereinafter referred to as “_____” or “Contractor.”

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement to acquire wireless internet and network access technology and services; and

WHEREAS, the Contractor has furnished to the City under City Proposal #6092, a proposal for the provision of wireless internet access technology and services, consisting of wireless network equipment (cumulatively, the “Equipment”), together with network design, hardware and software for operation of the Equipment, installation, maintenance, training, and warranties in accordance with the terms, conditions, specifications and quotations of City Proposal #6092; and

WHEREAS, the City has determined to accept the proposal of the Contractor for the said Equipment and services; and

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is mutually agreed and understood by and between the parties hereto as follows:

1. **FORM OF AGREEMENT**. This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.
2. **COORDINATION AND LIAISON**: The Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the City's Chief Information Officer or as otherwise directed by the City.

The Contractor understands that the City's Chief Information Officer or designee (the "CIO") is the City's representative under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

3. **DEFINITIONS:** The following definitions shall apply to this Agreement and the exhibits and addenda referenced below.

A. _____, the Contractor under this Agreement.

B. Equipment: _____.

C. Software: Software and related licenses provided under this Agreement, ancillary to the Equipment, which allow the operation, monitoring, and utilization of the City's wireless network.

D. Services: Installation, testing, maintenance, licensing, integration, design, training and everything necessary to produce a complete City-wide wireless network and communication system ("System).

E. Warranties: Express and implied warranties supplied with the Equipment and Software under this Agreement.

4. **HARDWARE, SOFTWARE LICENSES, SERVICES AND WARRANTIES TO BE PROVIDED.** The Contractor shall:

A. Provide to the City under Proposal #6092, _____, consisting of _____ equipment (cumulatively, the "Equipment"), together with hardware and software, and all warranties for the Equipment, in accordance with the terms, conditions, specifications and quotations of City Proposal #6092. Pertinent portions of the Contractor's bid with more detailed descriptions of equipment, Contractor's responses to specific City questions and requirements pertaining to the particular bid item, Contractor's warranty statement, and associated addenda are attached hereto and incorporated herein by reference as Exhibit A. The Contractor's answers and responses included in Exhibit A are keyed by number to the City questions set out in Article 6 below, and form a condition of the Contractor's proposal. In the event of any other contradiction or inconsistency between this typed Agreement and Exhibit A, this Agreement shall control.

B. Provide delivery, installation, configuration, set-up, training, mentoring, certification, and continuous availability of remedial and preventative maintenance, loading, formatting and updating, and related services for the Equipment.

- C. Provide warranties as set out in Exhibit A hereof.

It is understood and agreed that the Equipment, Software licenses, installation, training and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement. In installing the Equipment and Software for the City, Contractor shall be bound by the terms, conditions, requirements and specifications as listed in Exhibit A, unless superseded by this typed Agreement. All Equipment, Software licenses, installation, training, support, maintenance, and Warranties shall be provided in accordance with Exhibit A. Changes to the scope of work, offered by Contractor due to technology changes or updates must be approved, in writing, by the CIO and shall not affect the overall cost of the project.

5. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, the Contractor shall comply with the following special purchasing terms and conditions.

- A. The cost proposal must identify, by separate line item, the cost of each item of hardware, software, services and other work to be furnished as part of the System. Pricing must be maintained for two (2) years from the date of submission.
- B. The Contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the City and County of Denver, securing all necessary licenses and permits in connection with the proposal.
- C. All materials, supplies and equipment furnished under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) as well as with other applicable federal, state and local codes.
- D. All merchandise furnished or service performed must comply with City and State Codes.
- E. The Contractor agrees that any and all notices, pleadings, and process associated with this Agreement (except for notices under DRMC §56-106 b-f) may be made upon the Contractor by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and

judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made by the Contractor.

F. The commitment to provide goods under this Agreement has been arrived at by the Contractor independently and has been submitted without collusion with any other proposer or vendor to the City.

G. Prices quoted shall be F.O.B. Denver, CO delivered to various locations, Denver, Colorado, unloaded and installed.

H. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this RFP which occur prior to delivery to the City; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

I. The Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the goods that it proposes to furnish.

J. The Contractor understands that timing of delivery is of the essence.

K. Contractor shall notify the Director of Purchasing immediately of any occurrence or conditions that interfere with the full performance of this Agreement, and confirm in writing within twenty-four (24) hours.

L. Contractor Invoices must include the following:

- (1) City purchase order, requisition number or contract control number.
- (2) Items listed individually.
- (3) Unit price, extended and totaled.
- (4) Quantity ordered, back ordered and shipped.
- (5) Invoice number and date.
- (6) Requesting department name and "ship to" address.
- (7) Payment terms.

M. The Contractor warrants and guarantees to the City that all Equipment and related materials to be furnished under this Agreement are free from all defects in workmanship and materials. Contractor shall provide a corrective action plan to any Vendor Deficiency/Deviation Report sent by the City and County of Denver within three (3) business days of the date of the Report. The Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the Equipment or related materials to be furnished under this Agreement, which are or become defective due to such defects within twelve (12) months after date of activation and integration into the City's wireless network

system, within seven (7) calendar days after receipt of notification of such defect(s). This warranty/guarantee commitment shall be in addition to any other warranty supplied by the Contractor or otherwise required under this Agreement.

The Contractor shall be responsible for any and all warranty work, regardless of whether or not manufacturers of Equipment or its component parts, provide actual warranty coverage. In addition, Contractor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for warranty assistance within twenty-four (24) hours.

6. **SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSALS AND CITY QUESTIONS:** Proposal #6092 referenced in Article 4 above is subject to the Description of the Project and Specific Requirements and City Questions as stated in this Article 6. Contractor responses to such questions and requirements and the description of the Project are contained in Exhibit A.

7. **TERM.** The term of this Agreement shall commence on _____ and terminate on _____.

8. **COMPENSATION-AMENDMENTS.**
A. The total compensation payable to Contractor for designing, acquiring, installing, training, testing, maintaining and everything necessary to produce a complete City-wide wireless network and communication system, the _____, together with applicable Software Licenses and Warranties associated with such Systems, shall not exceed the amount of _____ Dollars (\$_____.00), payable to the Contractor by the City. Payment for all such Equipment, Software licenses, design, installation, training, testing and Warranties shall be made by the City to the Contractor in accordance with the signed off completion of the phase of work performed and an approved Contractor invoice. Invoices submitted by the Contractor must fully document and itemize the Equipment, Software, Services and Warranties provided and must be approved by the CIO or his designee in writing in order to be eligible for payment of compensation under this Agreement.

B. Contractor warrants that the Equipment, Software licenses, installation, and Warranties provided hereunder shall conform to Exhibit A and to Contractor's published specifications. In the event that such items provided hereunder do not conform to Exhibit A or to Contractor's published specifications, Contractor shall have the opportunity to correct the performance by either: (i) tuning the system or (ii) adding or changing other Equipment, and

Software and/or licenses, to be performed at the sole option of Contractor, at Contractor's cost. If neither of the actions above correct the performance within thirty (30) days of notification to Contractor by the City, the City shall have, but not be limited to, the remedies afforded under Contractor's standard Warranty which include repair, and replacement, together with other remedies allowed the City by law.

C. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in the Statement of Work, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

9. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

10. **STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor and it is not intended, nor shall it be construed, that the Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to Denver employee benefits or workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement.

Furthermore, it is understood and agreed that nothing in this Agreement is intended or shall be construed to constitute a joint venture between the parties.

11. **TERMINATION OF AGREEMENT:** The City may terminate this Agreement at any time on ten (10) days' written notice if the Contractor is in breach or default of the Agreement or if the underlying project or activity is canceled. The City may also, by written Notice of Default to Contractor, terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. The City may otherwise terminate the Agreement without cause, for its convenience, upon thirty (30) days' written notice to the Contractor.

12. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

13. **EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

14. **TAXES, PERMITS AND LICENSES:** The Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. The Contractor further agrees to pay

promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

15. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

16. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

17. **NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices of similar importance shall be made in writing as follows:

By the City to: _____

with a copy to: _____

By the Contractor to: Director of Purchasing
City and County of Denver
201 West Colfax Avenue, Dept. _____
Denver, Colorado 80202

Chief Information Officer
City and County of Denver

Denver, Colorado 80202

with a copy to: City Attorney's Office
City and County of Denver
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Said notices shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

18. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the CIO. Any assignment or subcontract approved by the CIO may require new or extended payment and performance bonds being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the CIO's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the CIO may, at the option of said CIO, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said CIO.

19. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

20. **INSURANCE:**

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in

force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A”VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The City reserves the right to require the Contractor to provide a bond, at no cost to the City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor further agrees to have its agent or broker provide proof of Contractor’s required insurance on www.Ins-Cert.com and link the information to the City. The City reserves the right to require the Contractor to provide a certificate of insurance, a policy, or other proof of insurance as required by the City’s Risk Administrator in his sole discretion.

C. Additional Insureds: For general liability, Contractor’s insurer shall name the City as an additional insured.

D. Waiver of Subrogation: For all coverages, Contractor’s insurer shall waive subrogation rights against the City.

E. Subconsultants: All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same

coverages required of the Contractor. Contractor shall include all such sub-consultants, subcontractors, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that all subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. General Liability: Contractor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

H. Automobile Liability: Contractor shall maintain combined single limits of \$1,000,000 applicable to all vehicles operating on City property and elsewhere.

I. Professional Liability: Contractor shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

K. Additional Provisions:

- (1) For general liability, the policies must provide the following:
 - (a) If any aggregate limit is reduce by twenty-five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate the aggregates required;
 - (b) Unlimited defense costs in excess of policy limits;

- (c) Contractual liability covering the indemnification provisions of this Agreement;
- (d) A severability of interests provision;
- (e) Waiver of exclusion for lawsuits by one insured against another;
- (f) A provision that coverage is primary; and
- (g) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

(2) For all general liability, and professional liability, if the policy is a claims-made policy, then the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

21. **PAYMENT AND PERFORMANCE BOND.**

A. Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than the total compensation payable hereunder is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Manager. If the Manager does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty (120) days before the Bond expires, then the Contractor shall be in default of this Agreement and the Manager may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for up to two additional one year periods at the same prices, terms and conditions pursuant to Section 4 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount not less than the total compensation payable hereunder. Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment and Guarantee Bond.

E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. The bond or letter of credit is attached to this Agreement and incorporated herein as **Exhibit B**. Attorneys-in-Fact who sign Performance, Payment and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

22. **CITY'S INSURANCE.** The City is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., and shall not be required to obtain any liability, fire, casualty or other insurance as a result of this Agreement. Neither shall any contrary statement contained in any attachment or exhibit hereto be construed to shift the risk of loss or liability to the City.

23. **INDEMNIFICATION:**

A. The Contractor shall defend, release, indemnify and save and hold harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the Contractor's activities or performance in connection herewith, including acts or omissions of the Contractor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, and agents; provided, however, that the Contractor need not indemnify and save harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of

the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. The Contractor shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that, in its judgment, may be necessary for its proper protection in the prosecution of the services hereunder.

B. The Contractor agrees to defend, indemnify and save and hold harmless the City against any demand for payment for the use of any patented, copyrighted, or otherwise legally protected material, process, article, or device that may enter into the manufacture or construction, or otherwise form a part of the Equipment and services covered by this Agreement. The Contractor agrees to defend, indemnify and save harmless the City in all suits, actions or proceedings in which the City is made a defendant for actual or alleged infringement of any United States or foreign letters patent or copyright resulting from the City's use of Equipment or services purchased or acquired under this Agreement. The Contractor further agrees to defend, indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's purchase and use of hardware or software supplied by the Contractor.

C. The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

24. **CONFLICT OF INTEREST**: The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described in this Agreement, and the Contractor further covenants and agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Contractor covenants and agrees that the Contractor will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the

interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

25. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors, subconsultants, and suppliers. It is the express intention of the City and the Contractor that any person or entity other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. **TRADE SECRETS AND CONFIDENTIAL INFORMATION:** The Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

27. **INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, drawings, photographs, specifications, software, data, products, ideas, inventions, or any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., the Materials are a "work made for hire," and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns, and transfers all right, title, and interest in and to the Materials to the City, including the right to secure copyright,

patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity. This obligation shall survive the termination of this Agreement.

28. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq.. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

29. **TAXES, CHARGES AND PENALTIES:** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

30. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

31. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

32. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. **AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

34. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

35. **LEGAL AUTHORITY:**

A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

36. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties acknowledge that each of them and their respective counsel have had the opportunity to review this

Agreement and that this Agreement shall not be construed against any party merely because the Agreement or any of its provisions have been prepared by a particular party.

37. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
first above written.

ATTEST:

WAYNE E. VADEN, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

APPROVED AS TO FORM:
COLE FINEGAN, Attorney
for the City and County of Denver

By: _____
Assistant City Attorney

ATTEST:

By: _____

Title: _____

CITY AND COUNTY OF DENVER

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____

By: _____

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____
Auditor
Contract No. _____

"CITY"

Taxpayer (IRS) Identification
No. _____

By: _____

Title: _____

"CONTRACTOR"

2. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

DESCRIPTION OF PROJECT

The City and County of Denver Technology Services Division is conducting a request for proposal regarding design, purchase and installation of a phased wireless solution that will provide wireless Internet and network access for the City and County of Denver Agencies and Citizens. The purpose is to provide remote access to city resources and applications. Wireless Internet access to the City and County of Denver's resources allows City employees to work more efficiently, the Public to more efficiently do business with the City, and encourage Economic Development.

The highest priorities are emergency and non-emergency services but later phases address public wireless service as reflected in the table below.

PHASED APPROACH TO THE CITY AND COUNTY OF DENVER'S WIRELESS RFP

	Phase 1	Phase 2	Phase 3	Phase 4
Target User	Non-Emergency City Agencies/ Other Denver Entities (Denver Health, Denver Public Schools, Denver Water)	Emergency Police, Fire, EMS	Citizen Service Portal	Economic Development
Mobility	Mobile users that remain stationary while using the device	Mobile users who are in motion when they use the device sometimes up to speeds of 70 miles /hour	Mobile and Stationary Users that remain stationary while using the device	Mobile and Stationary Users that remain stationary while using the device
Security	Secure	Highly Secure	Highest Security	Highest Security
Type of Application	Parking ticket information, tax assessment, various inspection data bases, office tools, work force management	Remote access to CGIS, NCIC data, CAD response systems and other mobile and rich data	Remote access to City resources for Citizen access to conduct business, provide payment on outstanding City services such as parking tickets, building permits, inspections recreation offerings	Remote access to the Internet for Citizens carrying on business in City facilities and for facilitating wireless services where they might not already exist for economic development in City neighborhoods.
Device	Laptop, PDA, tablet PC, Cellular phone, task specific devices, sensor readers	Laptop, PDA, tablet PC, Cellular phone, task specific devices, sensor readers	Laptop, PDA or tablet PC	Laptop, PDA or tablet PC
Connection Mode	Continuous or Periodic	Continuous or Periodic	Continuous or Periodic	Continuous or Periodic

BACKGROUND

The City and County of Denver wishes to leverage its current wired/wireless infrastructure investment as part of the Vendor solution. Below is a narrative on the current City infrastructure and assets to give the Vendor insight into the rich based of network assets already existing within the City and County of Denver.

For the purposes of this RFP it is necessary to understand several terms used by the City and County of Denver Technology Services Team. The INET refers to the fiber optic backbone. The DIANE is the Denver Institutional Area Network Environment which is the Cisco equipment installed to provide voice, video and data connectivity over the fiber infrastructure (INET). Maps of the DIANE configuration will be distributed at the pre-bid meeting.

Denver plans to leverage its existing investments in the INET/DIANE, Cisco networking and IP Telephony systems, to deliver a state-of-the-art wireless network while minimizing technical and financial risk. The City and County of Denver has a unique situation regarding the use of its infrastructure for wireless purposes, which needs to be further defined for vendors' purposes as follows.

Over the past three years Denver has made significant investments the City's network infrastructure. The City invested in a metro area fiber infrastructure which was installed as part of a cooperative agreement between the City and County of Denver and Comcast Cable. This fiber network currently connects most City and County government locations. The fiber optic network (referred to as the INET) consists of portions owned and maintained by Comcast, and parts owned by the City's Public Works Traffic Management division. The core is on Comcast fiber, which connects 80-plus City sites out of approximately 120 total City sites. Public Works fiber connects the rest of the sites. A pending agreement with Ca-Botics Inc. will install fiber in the City's sanitary sewer system and can connect additional City sites. Per the City's cable franchise agreement the Comcast-owned fiber can only be used for non-commercial purposes related to City services. Therefore, a provider would not be able to utilize the INET for wireless access or backhaul purposes, unless specifically for City-related services. These limitations do not apply to the fiber owned by Traffic Management or Ca-Botics, as long as the data paths do not transverse Comcast fiber before reaching the City's network or the Internet, but are subject to SB152.

There are also several components of the City's infrastructure, which are separate from the INET, and can be used for different wireless purposes, including accessing the Internet. For instance the Colorado Convention Center has an agreement with an Internet Service Provider completely separate from the City and County of Denver's network. The attached map graphically showing the City's network assets also shows one of the City's Data Centers has direct, non-Comcast linked access to the Internet Cloud. This access can be leveraged to provide wireless options, which are not directly related to City services, and thus be available to the public for wireless access to the World Wide Web, but are subject to SB152

In the spring of 2003 the City began installation of high speed data equipment on to the City's newly completed fiber institutional network (INET). The equipment design and configuration came after exhaustive research and a thorough request for proposal process that would standardize the City and County of Denver's transport layer of their network to a CISCO platform. One year later, after the Denver Institutional Area Network Environment (DIANE) was almost complete, the City continued to expand services on the CISCO platform into the Voice arena by installing an IP telephony network into the City and County Denver's newly built Wellington E. Webb Municipal Building. This infrastructure is highly

scalable, highly reliable, delivers proven savings in capital costs and recurring support costs, and provides a solid foundation for integration in the wireless network.

The core has current capacity of 5 Gbps of data throughput from the core hubs. As mentioned previously this robust network is a combination of fiber infrastructure supplied both by COMCAST and the City and County of Denver's Transportation Engineering Group. This network utilizes Cisco's DWDM (dense wave division multiplexing) over the core and layer three switching to the edge. A map of the physical connectivity will be distributed at the pre-bid meeting.

In addition to the DIANE network the City has the opportunity to leverage approximately 30 towers ranging in height from 60-100' currently used by the Department of Safety for mission critical radio communications for the City and County of Denver, Denver Water, and Denver Public Schools. The City and County of Denver also has ownership of the 800 MHz spectrum (48 channels), infrastructure (M/A-COM EDACS), LMR users (7500+), a 4.9GHz license and additional UHF and VHF bands through the Department of Safety.

Also the City has an agreement with Ricochet Wireless for the use of 1000 modems and 22 years of free service in exchange for Ricochet's ownership and operation of the radios and Wireless Access Points (WAPs). This agreement was negotiated based on the City's initial acquisition of the pole top antennas and WAPs.

In summary, the City and County of Denver is looking for a grass roots approach which has the opportunity to become a national model based the simplicity of the design, implementation and utilization of its existing assets. As shown in the matrix on page 9 the City and County of Denver is looking for a phased approach to a complete wireless solution providing agencies with network access to all of their applications and resources, to citizens for the sole purpose of doing business with the City and County of Denver, and for the City to support wireless capability to boost economic development. The City seeks to integrate a wireless system, which will satisfy all of City's current requirements, as specified in this RFP, yet be simple to maintain and inexpensive to upgrade and expand to satisfy future needs for additional functionality and/or capacity.

SOLUTION EXPECTATIONS

This Request for Proposal (RFP) requires that the system described herein be fully furnished, installed, tested, and proven operational as a turn-key process by the Vendor. Any omissions in this RFP shall be identified by each Vendor and incorporated into their proposal. All software, hardware, cabling, maintenance, licensing, integration, design, training and everything which is necessary to the success of the project must be identified and a line item cost included as part of this proposal. Omissions from Proposal's not identified and priced out on a line item summary, will be at the responsibility of the Vendor to supply at no additional cost to the City and County of Denver. The City and County of Denver will not increase the Contract or Purchase Order (either dollar amount or time) for items not included in the submitted proposal documents. **The City reserves the right to purchase part or all of the entire proposal.** The City intends for Vendor/s to provide a complete turnkey solution which will compliment the City's the existing Cisco platform.

The City is looking for a qualified Vendor to provide the end to end migration, upgrade and integration into the City's network as well as a complete maintenance, mentoring and training program. All equipment installed must have comprehensive back up documentation to confirm installation, and capacities have been proven and tested to meet minimum specifications as listed B7 tab 3 Proposers submitting a proposal for the entire scope of the work as outlined in the Specifications and must follow

the individual subsection totals required as listed B7 tab 3. Each individual proposal must meet all of the minimum Specifications and include a price schedule for each of the individual components listed, in addition to other costing for procurement of any such additional components over the implementation time frame.

Vendor may include attachments that are beneficial to the proposal, and provide any additional information the Vendor wishes to call to the City's attention with respect to the Vendor's qualifications. Vendor may include appropriate system and Vendor brochures, including a list of all features

The successful Vendor, under the terms of this Request for Proposal, shall take such action as necessary and/or required to provide labor, supervision, materials, supplies, equipment, transportation, storage and/or services, whether temporary or permanent, which are indicated or may be reasonably inferred from each Drawing and each Section of these Specifications (drawings will be provided at the prebid meeting). All of which are collectively necessary and required for the execution of the work to fulfill the wireless network installation, activation, and modification once installed. Concurrent work by others for the construction of certain facilities related to the overall Project will require coordinated efforts by all on-site Vendors to insure the project is completed in the time frame specified by the proposal.

FUNDING/BILLING:

The City and County of Denver is anticipating a variety of sources for funding of this project. The wireless project will be rolled out in a phased approach as projects and/ or agencies require the need for the wireless access to the City. There will be various funding sources such as Grants, cable television Franchise-related fees, and other available resources. At this time, due to the nature of the RFP, no funding sources have been identified for the full scope of the project. The purpose of this RFP is to define the costs per the vendor's proposed design and implementation schedule. The City will then determine what portion if any that the City will implement.

Payment for this project will be done in accordance with the phased approach. Payment for each phase will not be made until all outstanding items have been addressed and the end product of each phase has been completed in terms of meeting the established measured criteria for performance, reliability and coverage. Each phase must have the detailed cost for each item, labor hour, and all back up documentation in order and signed off by a City and County of Denver authorized representative prior to payment being made. Final payment will be made when, in addition to all above criteria being met, all back up documentation on configuration, installation and product information have been received and deemed to be complete by Technology Services Staff.

CHANGE ORDERS:

Change Orders, unless it is deemed a change in the original scope of the project. will be subject to agreement between the Vendor Project Manager and the City designated Representative.

PERFORMANCE:

Vendor must provide measurable performance criteria for both coverage and equipment that will be agreed upon by the vendor and City. It's the sole and absolute discretion of the City's Chief Information Officer, that for a period of six months after completion of the installation ,the City and County of Denver will assess \$2,000.00/ hour liquidated damages for service outages in excess of two hours unless the cause of the outages are outside the control of the Vendor or their equipment.. The Vendor will be

responsible to the City with quality management services with measurable degrees of reliability, security, and accessibility.

The Vendor will be responsible to provide a project team. The project team must consist of a project manager, any staff required to collect and compile data as it relates to information required for the implementation and all engineering expertise. Each person involved in the technical installation and integration to the City's Cisco network must be Cisco certified. The individuals must have had at least 2 years experience after completion of their certification. Resumes must be submitted as part of this proposal for each team member identified as part of this proposal for review by the City. Vendor, where applicable, will provide information on projects of similar size and magnitude that they have worked on in the past three years. Please include a descriptive of the project, implementation and information on the organization to which the services were provided. The team must be dedicated to servicing the City and County of Denver Account. The City reserves the right to disqualify members of the account team based on experience or qualifications. It is the responsibility of the chosen Vendor to adhere to all City and County of Denver Security regulations, depending on the Division/Agency/Department requirements. Due the high profile nature of this project, it is a requirement that the project team be available locally until final completion of the project.

Vendor Upon completion of the evaluation of the information submitted, the City will determine the most appropriate design for its purposes and the appropriate process to procure the technology.

Vendors submitting a proposal must submit such proposal for the entire scope of the work as outlined in the Specifications and must follow the individual subsection totals required. Each individual proposal must meet all of the minimum Specifications and include a price schedule for each of the individual components listed, for procurement of any such additional components over the implementation time frame.

SUBMISSION OF INFORMATION

The Vendor proposal response must be completed within the following outline:

Tab 1 Summary Of Experience And Qualifications

All Vendors shall attach to their RFP responses the following information:

- 7) **Experience:** Description of past experience related to Large Scale Wireless Communications System Implementation similar to that required herein. Include dates, number of users served, and demographics.
- 8) **Product Distribution Information** - The distribution of the Vendor's product(s) including resellers, sales partners, and services partners. Include name, location(s), and contact information for resellers and/or business partners.
- 9) **Description of Similar Work:** The Vendor shall submit a brief description of not more than three (3) projects, similar to the work required herein and representative of the Vendor's work to include:
 - a. Location of project
 - b. Date completed
 - c. Total Cost
 - d. Type of project
 - e. Description of the project, including technology applied

- f. Time of Involvement
- g. Name, address, phone, FAX numbers for references for the above projects

10) Work Product Submission: The Vendor must furnish at least one (1), but not more than two (2) work products from similar projects which effectively illustrate the Vendor's quality of work and breadth of experience. Failure to submit this example(s) or work product may be cause for rejection of the proposal as non-responsive.

11) Financial Profile: To including copies of financial statements for at least the last two years certified to be true and correct by an authorized representative of the Vendor. Size of Vendor and number of employees should also be included. (If you consider this proprietary information, it may be segregated from other documents and placed in a sealed envelope which will not be opened or revealed to other Vendors.)

- 12) Organization, Management and Personnel -** Vendors shall concisely describe:
- a. Resume(s), no longer than one page, per individual, of each of the key individuals to be assigned to the project including the project manager
 - b. Organizational chart identifying key roles, responsibilities and experience of the staff assigned to the work required herein
 - c. Management plan showing roles and responsibilities of key personnel assignments

Tab 2 Company Information

Provide the following information: name of Vendor, address, phone number, e-mail address, and contact person.

Tab 3 Product Specifications

Provide detailed product specifications for the Vendor's suite of wireless network products, which accurately describe the physical characteristics and technical capabilities. **[Insert the Vendor response]**

Tab 4 Technical Information and Specifications Questions & Answers

The System must consist of a wireless network covering all 52 square miles of the City and County of Denver ("the Coverage Area"). Specifically, the network must meet the following requirements. Provide technical information, specifications regarding the following product and component questions: **[Insert the Vendor response]**

Coverage Area Requirements

- G. Sufficient capacity throughout the system to support a minimum of 14,000 city employees at the service levels defined by the vendor proposal. The City anticipates a significant portion of current City service inquiries will migrate to the use of this wireless network. Currently the City receives approximately 150,000 phone call inquiries per month. The network design must have capacity to accommodate a portion of this call volume. Please describe how this will be accommodated in the coverage.(talk about concurrent usage per device, discuss scalability and everything necessary for the system)
- H. 95% on-street (outdoor) coverage for the devices referenced in the paragraph above within the Coverage Area with no additional hardware required beyond the device's standard wireless interface. Outdoor dark areas must not exceed contiguous tiles measuring 330 X 660 square feet or the approximate size of one

City block. In the system design, provide the methodology that will be used to address outdoor coverage. For your proposed network, provide downlink and uplink user bit rates that correspond to 95% on-street coverage. Provide the testing plan to show compliance with 95% on street coverage.

- I. 90% in-building (indoor) coverage for Prioritized City Facilities within the Coverage Area which will be defined at the pre-bid. Storage areas, restrooms and low use areas should be considered in the total area of dark areas. Should additional Customer Premise Equipment (“CPEs”) be required in order to deliver this in-building coverage, Vendors are expected to state this in their Proposals and provide details on this requirement and their assumptions. In the system design, describe the methodology that will be used to address in-building coverage. For your proposed network, provide downlink and uplink user bit rates that correspond to 90% in-building coverage. Provide a testing plan to show compliance.
- J. Support for seamless, in-motion usage throughout the Coverage Area by subscribers, this includes the ability for subscribers to maintain “session-level” persistence while the subscriber’s device is in motion at speeds up to sixty (60) miles per hour. This capability must be supported with no interruption to applications running on the device. Please describe how mobility will be provided within the Coverage Area.
- K. Please describe the support throughout the Coverage Area for wireless access from desktop PCs, laptop PCs, handheld devices, mobile phones and other manned or unmanned devices.
- L. Coverage maps must be provided for each of the individual City sites as well as for composite citywide system coverage under each of the coverage criteria as described in section B7, Tab3, items B and C.
 - Provide system coverage guarantees will you be willing to provide.
 - Provide coverage maps to describe the coverage of the proposed system
 - Describe the coverage pattern/ coverage guarantees that will be provided to support the projects goals as described in section B7, Tab3, items B and C

Physical Specifications/Equipment Installation and Site Preparation

- G. The vendor will provide all site development, civil engineering and equipment installation requirements. This includes all network connections.
- H. Provide the equipment installation service that and any site preparation requirements necessary for the City and County of Denver’s design.
- I. Meet all environmental conditions required for site equipment and provide documentation on how you will ensure that such conditions are satisfied.

- J. Provide the total floor and access space that should be set aside for the complete communications center equipment configuration and central electronics.(Provide footprints in an attachment. Include reasons for the proposed layout.)
- K. Please document what use of City-owned structural assets, such as traffic light poles, or other assets which the City may need to provide access to. The City will provide electronic data with traffic light poles at the Pre-Proposal Meeting.
- L. Provide detailed plans and specifications for support for pole, roof and wall mount options for the wireless network equipment.
- Q. Describe typical power requirements for both indoor and outdoor equipment and how ranges of affectivity may influence overall performance issues.
- R. Please describe the proposal's compliance to IP56/NEMA4 dust and water ingress ratings for all outdoor-mounted equipment. Describe additional weather protection ratings that are provided for outdoor antenna/access point sites for the proposed system. Describe rating parameters.
- S. Describe how the design solution supports ambient temperature ranges of -40 C to +50 C for all outdoor-mounted equipment
- T. Describe how the outdoor-mounted equipment will withstand wind loads consistent with any codes and/or regulations that may exist within the City and County of Denver, with no impact to operation of the System.
- U. Describe the protection against power surges, including from lightning, for all electrical and network connections.
- V. Describe how emergency power handled? NOTE: Where adequate emergency power is not available, vendors shall provide emergency and UPS power at each site that is critical to the operation of the system including system control sites.
- W. Along with the existing antenna (please include cabling requirements) describe what type of antenna technology your solution will recommend.
- X. Describe how the design complies with zoning, co-site interference, Historical Districts, FCC Regulations and all other restrictions or regulations that apply.
- Y. What is the guaranteed delivery lead time (from date of contract signing) for equipment?
- Z. The successful proposer shall provide an as-built plan. Please document your ability to provide the final "as built plan" for the network infrastructure, supplied ESRI coverage (.e00) with
 - 1. Projection: Lambert Conformal Conic
 - 2. Geographic Coordinate System
 - Projection Colorado State Plane
 - Fipszone 502
 - Units US Survey Feet

- Horizontal Datum 83/92 (HPGN- High Accuracy reference Network)
- Vertical Datum NAVD88
- Spheroid GRS1980

All base mapping must be accurate to City and County of Denver GIS mapping standards. Please see the following link for specifics.

<http://www.denvergov.org/GIS/141811879template3jump.asp>

System Specifications

- X. Describe the type or kind of processor technology that your solution would incorporate.
- Y. Discuss the upload/download data rates which your solution will support.
- Z. In a roll out phase describe the memory requirements that your technology would require for described functionality as described in the phased matrix in Section B
- AA. Attach and include all applicable equipment specifications; i.e. laptop, PDA, cellular, soft phone, radio, vehicle mounting devices, and anything else required for the system.
- BB. Specify the frequency band where your equipment will operate. Describe how vulnerable this band to interference. Describe the devices or techniques that will be used to mitigate the effects of interference, if any. Quantify how effective these techniques are in eliminating or mitigating the effects of interference in terms of effective bit rates.
- CC. Provide your solutions approach to respecting those wireless networks that currently exist.
- **Note Interference** – No harmful interference to existing systems or users at the antenna site shall be created by the installed system. Harmful interference is defined as that being detectable in any radio system currently in use at the site.
- DD. If your solution has operating channels, describe what channels will provide optimum coverage. Please discuss any applicable regulations that may affect total overall scope of the project. Discuss current and future considerations.
- EE. Describe the recommended WLAN Architecture.
- FF. Please explain your solution to support the logical segmentation of the System to support different “domains” of users (e.g. secure access by government agency personnel, secure access for public users.). This must include what the capability is to define and manage different profiles for authentication, encryption and other service characteristics based on the requirements of each user domain.
- GG. Discuss your approach to interfacing with equipment that may not be directly compatible with your proposed equipment.

- HH. Describe how your design will integrate into the City and County of Denver's DIANE Network/Cisco network equipment and IP telephony. Provide detail and specifics on what additional information may be required from CCD and how that integration will be structured in terms of hardware and software requirements.
- II. Describe typical operating range and factors that will impact functionality.
- JJ. Include the number of maximum concurrent users per device and applicable scalability factors.
- KK. Describe the roaming capabilities/subscriber based packet service/seamless and secure for roaming across all subnets/mobile force where vehicle speed may be of issue.
- LL. Please explain your concept of Virtual LANs and how they are applicable to the proposed design structure.
- MM. Describe how your response plans to leverage existing applications (Active Directory, LDAP, Radius, ACS, Windows/NT domain, PeopleSoft, Citrix, GIS, Camma Oasis, Cityview, Parking Metering and Ticketing).
- NN. Describe how your system addresses QOS and COS by user or by role.
- OO. Define systems approach to load balancing
- PP. Discuss wireless voice capabilities (i.e. radio, IP phone, soft phone cell, text messaging, paging)
- QQ. Discuss AVL- Protocol- GPS tracking capabilities.
- RR. Illustrate experience with and methodology for Workforce Management.
- SS. Illustrate your compliance with next generation mobile networks.
- TT. The City and County of Denver is interested in seeing menu pricing for the various user equipment components of your proposed solution. Regarding the wireless options, please describe the functionality limitations or performance degradation that results from the various options proposed. Provide costing of all user equipment available on matrix E-2

Security

- G. Describe how your solution handles multiple BSSIDs and discuss their influence on security issues.
- H. Discuss your solutions approach to security- National Crime Information Computer (NCIC), Colorado Bureau of Investigation (CBI), Colorado Justice Information System (CJIS), Colorado Crime Information Center (CCIC), HIPPA Compliance and also describe security access, encryption, password authorization, and any other security feature.

- I. Describe how your system addresses authentication and authorization.
- J. Describe your capabilities in providing priority service/ quality of service (QOS) for City and County Emergency Use. Use examples on similar installations.
- K. Although IEEE 802.11 compliance is not a strict requirement of this RFP, please compare your security features to IEEE 802.11i. Specifically address authentication and encryption.
- L. How will your system detect rogue access points on the network?

Reliability/ Redundancy

- G. Describe your redundancy/reliability model. Describe what redundancy features would be built into the wireless system backbone.
- H. Reliability – The voice and/or data system backbone(s) shall be designed with a high level of reliability such that no single point of failure shall cause loss of functionality. Please describe how this will be accomplished through this wireless design. What will ensure the performance for the design proposed?
- I. Resiliency- the City will expect that as a component fails, traffic would be rerouted to allow for continuous network accessibility. Describe how network traffic is re-routed in the event a component fails.
- J. Please describe the stability of the wireless network as it relates to unexpected events or transient network conditions. The City anticipates of five nines of reliability in order to have 99.999% access to applications and access to the network.
- K. State the expected mean time between failures for major components of the system backbone and user equipment on an annual basis. Please describe the processes used to guarantee the service levels documented from above.
- L. Please describe the performance of critical applications via QOS in the event there are network issues.

Software Licenses/ New Versions/Releases/ Programming

- H. Describe any required software licenses for the system. Identify the detailed costs.
- I. The City and County of Denver requires that new software versions or products released within one year of installation be provided free of charge. Please provide costs for licensing of all products after the first year.
- J. Vender will install the new releases for City agencies as part of the system warranty and maintenance. Please provide all warranty and maintenance terms and associated costs, if any.

- K. Describe how often new software releases are distributed. Also, please describe your procedure and methodology for installing and testing new software releases without impacting public safety operations
- L. Will new releases be field installable by City personnel?
- M. Does the vendor make the source code for its software available to its customers? (Check all appropriate answers). No – Source code not available Yes – Source code supplied with system Other-Available through escrow-type arrangement. Describe any limitations for access, Available through direct purchase (show costs separately)
- N. Is programming documentation provided along with the source code?

Software Errors

- B. The City and County of Denver requires that the Vendor correct any program errors, without charge, in the first year after system acceptance. Will the Vendor correct, without charge, any errors that are discovered after this time period has expired? If so, for what time period?

If errors are discovered at another user's site, the City will expect the same problem to be corrected within the City's network.

Tab 5 Management and Support

Describe in detail the management and support services associated with Vendor's products. Include, at a minimum, the following: **[Insert Vendor response]**

- Q. Local administrative management
- R. Remote administrative management
- S. Remote User Support
- T. Event and Transaction logging management and reporting
- U. Security management Tools & security testing tools
- V. Intrusion Detection
- W. Rogue access point management
- X. Warranty information
- Y. First and second level support, including physical location of telephone support
- Z. Network Performance Monitoring
- AA. All Maintenance requirements over 1-3 years, on going.
- BB. Training Schedule for In-House Operation

- CC. Service Level Agreement Document subject to compliance with the City's Sample Contract
- DD. Cost Benefit Analysis/ Return on Investment
- EE. Disaster Recovery plan
- FF. Describe the Vendor's assessment of future technologies as they may relate to wireless access technologies and how they see product upgrades and enhancements in the next 1-2 years and 3-5 years.

Tab 6 Access Points/Antennas

Provide the number of access points/antennas that would be required to provide uninterrupted, reliable access to the City and County of Denver users. Include coverage to all City and County of Denver perimeters and anticipated quantity of users from each given access point or area. Definition of coverage and number of actual access points is to be determined via a rolled out schedule. The Vendor must also describe the relationship between reliability and uninterrupted access and a vehicle's speed as it relates to mobile users. Do not include coverage for Denver International Airport.

It is understood that the Vendor response will be an estimate and done without benefit of a radio frequency spectrum analysis. The Vendor may conduct a radio frequency spectrum analysis of the City and County of Denver, at the Vendor's cost. The analysis may only be performed with the prior written consent of the City. The analysis must be completed prior to submitting the Vendor's response to this RFP. In order to schedule an opportunity to conduct an analysis, the Vendor must contact Sara Harmer, at (720) 913-4820, by June 30, 2005. The Vendor will be required to submit a certificate of insurance demonstrating Vendor has the required insurance as outlined in Section 5.0 of this RFP.

Tab 7 Test of Antenna/Access Point Product

As a part of the evaluation of information submitted pursuant to this RFP, the City may request a test of the Vendor's antenna/access point product to verify specifications provided in the Vendor's submittal within a determined location specified by the City. The City and County of Denver may not test the products of all companies submitting under this RFP, and a request to test does not indicate a preference for a particular Vendor's product. The test will be used solely to clarify capabilities of the product and to assist the City in selecting the most appropriate technology/ies. If requested to participate in a test of the Vendor's equipment in the City and County of Denver, describe how the Vendor would accomplish this demonstration/test and include any requirements and/or costs involved for the City. The demonstration/test may include limited access to the Internet via the Vendor's equipment by the public. The City will provide Internet access at the City's cost for purposes of conducting the test. The determination of which Vendor's products to test shall be in the City's sole discretion. No test may be performed without the prior written request of the City and County of Denver and shall include submitting an insurance certificate demonstrating that the Vendor has the required insurance.

Tab 8 Product Demonstration

The City requires that a live product demonstration be a part of the vendor selection criteria. The demonstration will consist of two parts: one stationary, and one mobile. The demonstration, as with the test as stated in Tab 7, will be comprised of a test site and environment that will measure the vendor's solution to meet the requirements of the RFP, under actual user conditions. To

participation in a live demonstration the City Evaluation Committee will select vendors according to the evaluation criteria as stated in A.5.

Stationary

At the discretion of the City, a downtown test site will be selected, i.e. City and County Building, Wellington E. Webb Building, etc. It is expected, that in addition to City specified test criteria, that the vendor will suggest test methodology that is consistent with industry standards. A business time will be selected in order to provide a realistic environment for the demonstration. One (1) week will be provided for vendor set up of equipment, software, and connection to the City's network, and one (1) week for the demonstration. It is expected that a full user's range of functionality will be monitored.

Mobile

It is anticipated, for the mobile based demonstration, that the same type of evaluation criteria will be developed, but in this instance a mobile test track or area will be designated and the functionality will be evaluated under various speeds and the ability to "hand off" signals to adjacent access points, sites or geographic areas. The City will notify the vendors of the test location for the mobility trial. The two locations currently under consideration are I-70 between I-25 and Peoria, and Speer Blvd from Federal to Broadway. The City will entertain other suggested locations for the mobility trial to ensure the best opportunity to evaluate performance.

The remainder of this page left blank intentionally.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor" and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as "Surety", are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ Dollars (_____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, 2005, entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for guard services, [insert contract number], in accordance with all of the contract documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or consumed in the performance of the services provided for in the above Contract, and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, 2005.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Manager of General Services

APPROVED AS TO FORM:

COLE FINEGAN, Attorney for
the City and County of Denver

By: _____
Assistant City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor" and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as "Surety", are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, 2005, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for guard services, [insert contract number], in accordance with all of the contract documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract in the time and manner prescribed in the Contract; and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the services contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the carrying out of such Contract, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, 2005.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Manager of General Services

APPROVED AS TO FORM:

COLE FINEGAN, Attorney for
the City and County of Denver

By: _____
Assistant City Attorney

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

Beneficiary:
City and County of Denver
City and County Building
1437 Bannock Street, Room 350
Denver, Colorado 80202

Applicant:

.

To the City and County of Denver:

We hereby establish in favor of and for the benefit of the City and County of Denver (the "City"), for the account of _____, this Irrevocable Standby Letter of Credit No. _____ in an aggregate amount of (\$ _____) in United States Dollars.

The purpose of this Irrevocable Standby Letter of Credit is to secure to the City the furnishing of guard services as set forth in City and County of Denver Contract No. _____ executed between the City and _____.

The City is authorized to draw on sight on _____ Bank, by draft, the aggregate amount of (\$ _____), pursuant to this Irrevocable Standby Letter of Credit No. _____.

The conditions for payment of any draft drawn against this Irrevocable Standby Letter of Credit are:

1. The draft, in substantially the form of Exhibit "1" attached, shall be attached to or incorporate a dated statement on the letterhead of the City and signed by the Mayor or Acting Mayor of the City stating that "The funds drawn hereunder are due to the City because the Applicant _____ failed to provide guard services as required by City Contract No. _____ between the City and _____. Accordingly we demand payment in full of _____ Dollars (\$ _____) pursuant to Irrevocable Standby Letter of Credit No. _____."

2. This Irrevocable Standby Letter of Credit shall be endorsed on the reverse side thereof by the words "Drawn by the City and County of Denver in the amount of Dollars (\$ _____) and signed by the Mayor or Acting Mayor of the City and County of Denver." We hereby agree with you that drafts drawn under and in strict compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored by us upon presentation at the offices of _____ Bank _____, Denver, Colorado _____, on or before our close of business, 5:00 p.m., on _____ (the "Expiration Date").

This Irrevocable Standby Letter of Credit shall not be extended beyond the Expiration Date listed above and shall expire on such Expiration Date.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Irrevocable Standby Letter of Credit relates, and no such reference shall be deemed to incorporated herein by reference any such document, instrument or agreement.

We hereby agree with drawers and endorsers, and bona fide holders of the draft negotiated under and in compliance with the terms of this Irrevocable Standby Letter of Credit that the same shall be duly honored upon presentation and delivery of documents as specified above, if presented on or before the close of business on the expiration date.

This Irrevocable Standby Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 ("UCP 500"), and to the extent not inconsistent therewith, the laws of the State of Colorado.

Sincerely

EXHIBIT "1"

SIGHT DRAFT

_____, 2005

AT "SIGHT" PAY TO THE ORDER OF THE CITY AND COUNTY OF DENVER
-----Dollars (\$) for value received.

Drawn under Irrevocable Standby Letter of Credit No. _____ dated
_____, 2005, in the amount of _____ Dollars (\$) issued by
_____ BANK in favor of the City and County of Denver.

CITY AND COUNTY OF DENVER

By: _____
MAYOR

SECTION E: VENDOR COST MATRIX

E.1 PROPOSED SERVICES how does this relate to the info requested in tab 4?

Proposed Services	Outdoor Equipment	Indoor Equipment
What is the length of the warranty (months)?		
Does warranty begin from installation or acceptance?		
What are the days/hours of warranty coverage (e.g., Mon-Fri, 7:30am-5:30pm EST)		
What are the days/hours of maintenance coverage (after the warranty expires)?		
Warranty/Maintenance Services:		
• Telephone Support (Y/N)?		
• Normal hours of telephone support operations (Pacific time)?		
• Toll-Free "800" number (Y/N)?		
• System Diagnostics (Y/N)		
• Electronic Help and Problem Reporting (Y/N)?		
• Remote dial-up software update (Y/N)?		
• Updates and enhancements included (Y/N)?		
• How often are enhancements provided?		
• User group membership (Y/N)?		
• Newsletter (Y/N)?		
Service/support response time (hours)		
• Via telephone/modem - Average		
- Guaranteed		
• On-site - Average		
- Guaranteed		
Preventive Maintenance (PM)		
• Included as part of agreement (Y/N)?		
• If yes, what is scheduled interval for PM (days)?		
• Does PM require the system to be taken down (Y/N)?		
• If so, for how long (on average)?		
On-Call After Hours Services		
• Hourly rate for service personnel		
• Minimum hours charged		
How long will you guarantee support of equipment proposed (number of years)?		

E.3 EXHIBIT C SERVICES DETAIL *(By Phase)*

Phase 1 Non Emergency					
Component Description		Description/Part Number	Unit Cost	Qty	Total
1.10	Equipment				
1.20	Software				
1.30	Integration				
1.40	Training (minimum of two people)				
1.50	Maintenance				
1.60	Licensing				
1.70	Options				
		Total Purchase Price			
Vendor Signature Verifying that all components are accurate and correct no additional equipment or parts are required.		Name Vendor			
Phase 2 Emergency; Fire Police EMS					
Component Description		Description/Part Number	Unit Cost	Qty	Total
2.10	Equipment				
2.20	Software				
2.30	Integration				
2.40	Training (minimum of two people)				
2.50	Maintenance				
2.60	Licensing				
2.70	Options				
		Total Purchase Price			
Vendor Signature Verifying that all components are accurate and correct additional equipment or parts required have been added and priced out.		Name Vendor			

PHASE 3 Citizen Service Portal					
3.10	Equipment				
3.20	Software				
3.30	Integration				
3.40	Training (minimum of two people)				
3.50	Maintenance				
3.60	Licensing				
3.70	Options				
		Total Purchase Price			
Vendor Signature Verifying that all components are accurate and correct additional equipment or parts required have been added and priced out.		Name Vendor			
PHASE 4 Economic Development					
Component Description		Description	Unit Cost	Qty	Total
4.10	Equipment				
4.20	Software				
4.30	Integration				
4.40	Training (minimum of two people)				
4.50	Maintenance				
4.60	Licensing				
4.70	Options				
		Total Purchase Price			
Vendor Signature Verifying that all components are accurate and correct additional equipment or parts required have been added and priced out.		Name Vendor			
		Total Purchase Price			

Core Technical Requirements		Explanation	YES	NO
	5.1			
	5.2			
	5.3			
	5.4			
	5.5			
Physical Specifications/Equipment Installation/Integration and Site Preparation		Explanation	YES	NO
	6.1			
	6.2			
	6.3			
	6.4			
	6.5			
System Specifications		Explanation	YES	NO
	7.10			
	7.20			
	7.30			
	7.40			
	7.50			
Reliability/ Redundancy		Explanation	YES	NO
	8.10			
	8.20			
	8.30			
	8.40			
	8.50			

Security		Explanation	YES	NO
9.10				
9.20				
9.30				
9.40				
9.50				
Software Licenses/ New Versions/Releases/ Programming		Explanation	YES	NO
10.10				
10.20				
10.30				
10.40				
10.50				
Access Points/Antennas		Explanation	YES	NO
11.10				
11.20				
11.30				
11.40				
11.50				
Management and Support Issues and Costs		Explanation	YES	NO
12.10				
12.20				
12.30				
12.40				
12.50				
Options (Please provide section for capabilities and limitations		Explanation	YES	NO
13.10				
13.20				
13.30				
13.40				
13.50				

Installation and Training		Explanation
14.1	Vendor must provide training for two(2) system administrative staff and two(2) application development staff at either a City and County of Denver location(s) or at a vendor site if applicable. The cost of this training must be included in the Price Schedule. Provide course schedules, agendas and locations for each of the following types of training?	
14.2	Describe the System Administrator training. This should teach the City's personnel to perform daily operations and administration of the proposed wireless system.	
14.3	Describe any other training courses you have available.	
14.4	How many training personnel are available for installations of the type proposed?	
14.5	Describe the recommended approach to installation. Include steps and time necessary to install the system from beginning to end. Define vendor's tasks as well as those expected of the City and County of Denver personnel.	
Maintenance		Explanation
15.1	Describe maintenance provided by your Vendor. Does it include software upgrades? Submit your standard maintenance agreement and pricing with this proposal.	
15.2	Describe your support program.	
15.3	What is your upgrade policy? How often is software upgraded? Are new releases compatible with previous releases?	
15.4	What is the process of interaction required if the ACD hardware/software is changed or upgraded after installation of the system proposed?	
15.5	Provide background information regarding Vendor/personnel resources trained to support the proposed system.	
15.6	Describe methods of on-going communication with the City and County of Denver regarding new releases, additional training, user meetings, etc.	
15.7	Vendor should provide remote diagnostic capabilities. Describe these capabilities in full.	

