



MuniWireless.com

reports on municipal wireless and broadband projects

RFP Heaven

A compilation of municipal RFPs

A Muniwireless.com publication
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www.muniwireless.com

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1. Introduction

I have put together this compilation of requests for proposal (and one request for statement of qualification) to help municipalities that are thinking of putting out RFPs for a city hotzone or a citywide wireless broadband network. These RFPs are public documents and are available for download on the Internet. Note that the formatting and layout of several RFPs are not perfect. This is because I converted a number of them from PDF to Word format.

Why are there so few RFPs in comparison to the number of city wireless networks I have reported on Muniwireless.com? That is because many cities have not put out RFPs for their projects. I also just probably missed a few of them. Nevertheless I hope this document gets you thinking about the type of network you want and speeds up the process of putting out an RFP.

Each city is different and I urge you to think about the peculiarities of your own community before you cut and paste from these documents. Deploying a citywide wireless network that fulfills your goals requires good planning, thorough research and efficient project management.

Make sure you download:

- "Wireless Broadband: The Foundation for Digital Cities" from <http://www.muniwireless.com/reports/cookbook1form.html> (the first in a series of Muniwireless "cookbooks"). It provides a detailed framework for planning and deploying your citywide network; and
- Muniwireless first anniversary report (June 2004) from <http://www.muniwireless.com/reports/docs/June2004Report.pdf> to see which cities have deployed wireless broadband networks.

2. Update on municipal wireless networks

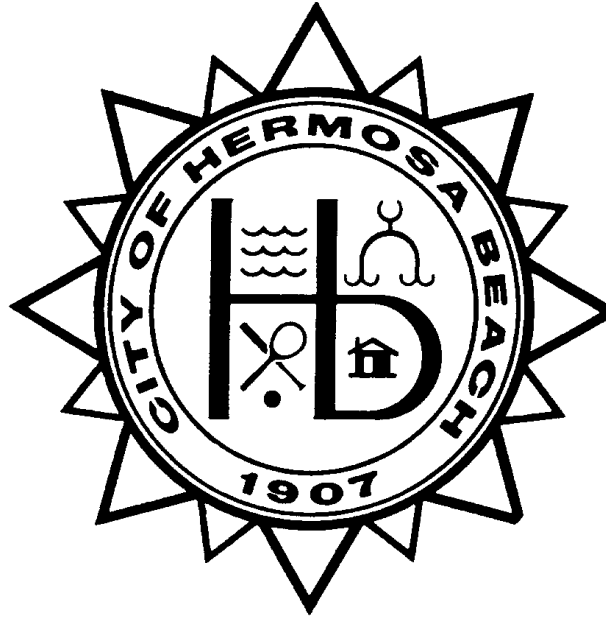
Since I launched Muniwireless.com in June 2003, I have seen a tremendous increase in the number of municipalities that are building wireless broadband networks. These cities and towns are using the networks to deliver Internet access to residents, but also to run municipal applications for police and fire departments, utility workers and other municipal employees. The return on investment can be substantial. I expect more companies to develop applications for municipal networks.

Cities are also exploring ways to deliver wireless broadband service without turning themselves into ISPs: partnering with one or more existing ISPs or building a passive network and leasing space out to local service providers for a fee. Other cities prefer to provide access for free and cover their costs through advertising revenue from local merchants.

As municipal wireless networks become more widespread, we can expect opposition from incumbent cable and DSL operators. The Pennsylvania Senate passed a bill that restricts municipalities from providing broadband service. While it will not necessarily kill Philadelphia's citywide wireless broadband project, it will force the city to make changes to its plans. [Note: As of this writing, the bill is on the Governor's desk.] I have covered these issues extensively on Muniwireless.com.

If you want to keep up with developments in municipal wireless, you can sign up for my weekly newsletter by going to the home page: www.muniwireless.com. I will be publishing and update to the June 2004 Report shortly.

Requests for Proposals



City of Hermosa Beach

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

WiFi Hermosa Project – Phase I

CITY OF HERMOSA BEACH
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

WIFIHERMOSA PROJECT - PHASE I

Plans and Specifications prepared by:

City Managers Office

Approved by:

Stephen Burrell.
City Manager

SPECIFICATIONS

FOR

WIFIHERMOSA PROJECT - PHASE I

Bids will be received on behalf of the City of Hermosa Beach, at the office of the City Manager, City Hall, 1315 Valley Dr., Hermosa Beach, California, until 2:00 p.m. on Thursday, April 29, 2004.

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NOTICE INVITING BIDS

Notice is hereby given that the City of Hermosa Beach will receive sealed bids at the office of the City Managers Office, City Hall, 1315 Valley Dr., Hermosa Beach, California, until 2:00 P.M. on Thursday, April 29, 2004 for:

TITLE: **WiFiHermosa Project - Phase I**

At the time designated for receiving sealed bids on said Project, the bids will be publicly opened, examined, and read aloud.

INSTRUCTIONS TO BIDDERS

All bids must be in writing on standard forms available in the office of the City Manager, must be sealed, and must be plainly marked on the outside: **"BID ON WiFiHermosa Project – Phase I."** The envelope enclosing the bid shall be sealed and addressed to the City of Hermosa Beach, c/o City Manager, and delivered or mailed to the City at 1315 Valley Drive, Hermosa Beach, California 90254. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: City Manager's office
(Bidder's Name and Address)_____

(title of this project)_____

Any bid received after 2:00 p.m. on Thursday, April 29, 2004 for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

Bid documents and forms may be picked up at the office of the City Manager's Office. **City Hall is closed Fridays.**

The successful bidder will be required to pay the prevailing wage scale determined by the Department of Industrial Relations, copies of which are on file in the office of the City Clerk.

BID DOCUMENTS

All Bids shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Bidder's Declaration

Non-Collusion Affidavit

Designation of Subcontractors

Construction Project Reference

Bidder's Assurance

Certificate of Non-Discrimination by Contractors

WITHDRAWAL OF BID

The Bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids prior to the scheduled closing time for receipt of bids. No Bid may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE BIDS

Unauthorized conditions, limitations, or provisions attached to the Bid will render it informal and may cause its rejection. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless specifically requested. Oral, telegraphic, or telephonic bids or modifications will not be considered.

DISCREPANCIES IN BIDS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Bid informal and may cause its rejection. The bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in figures.

If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-bid to a bidder submitting a Bid, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-bid or from quoting prices to other bidders submitting bids, or from submitting a Bid as a prime contractor.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within fourteen (14) calendar days AFTER award of contract. See enclosed documents commencing on page 21.

BID DOCUMENTS

WIFIHERMOSA PROJECT - PHASE I

To Be Submitted

with

Bid Package

BID

BIDDING SCHEDULE

TO: CITY OF HERMOSA BEACH
HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL
CITY HALL
HERMOSA BEACH, CALIFORNIA 90254

Except where explicitly stated otherwise, the undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

TITLE: **WiFiHermosa Project - Phase I**

In accordance with the Plans and Specifications prepared by the City Managers Office, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, all work shall be completed within **45 Calendar Days** from the date the notice to proceed is issued by the City Manager. The City reserves the right to delete or add any of the bid items.

ITEM NO.	ITEM DESCRIPTION	Expected QUANTITY	UNIT	ITEM TOTAL
1	802.11b or g 2.4 GHz band radios	10	LF	\$
2	Additional radios	Up to 12	LF	\$
3	Outdoor Enclosures	7	LF	\$
4	Indoor Enclosures	3	LF	\$
5	Outdoor Antennae	7	LF	\$
6	Indoor Antennae	3	LF	\$
7	Additional Antennae	Up to 12	LF	\$
8	Management Gateway System	1	LF	\$
9	Ancillaries		LF	\$

Full manufacturer specifications sheets on all equipment should be included with the bid package

Item Description and Requirements

1. Proposed 2.4 GHz band radios must comply with IEEE 802.11b standard and should be WiFi-certifiable to ensure interoperability. Though WiFi certification for the proposed radios would be desirable, it will not be a minimum requirement. To be sure, manufacturer compliance to the ratified IEEE 802.11b, standard, however, is a minimum requirement. In the end, any commercial WiFi-certified (both IEEE 802.11b and IEEE 802.11g) device must work with the proposed radios. Proposed radios that will not interoperate with WiFi-certified devices will be unacceptable. Proposed 2.4 GHz band radios complying with IEEE ratified 802.11g standard, which subsumes IEEE 802.11b standard, are also acceptable. In Phase 1 approximately 7 radios are expected to located outdoors; approximately 3 radios as described above are expected to be indoors.

2. Radios other than those described in item 1 may be used to create the expected wireless links between the WiFi-certified radios. 2.4 or 5 GHz band radios may be used. No more than 12 are expected for Phase 1 of WiFiHermosa.
3. Outdoor enclosures that meet or best NEMA 4 standards are required. The NEMA 4 enclosure standards ensure electrical devices physical security against environmental solids and liquids such as wind-born dust and rain. Though certified NEMA 4 enclosures are desired, custom-built enclosures that meet or best NEMA 4 standards may be acceptable. Enclosures or devices within the enclosures with active cooling systems (e.g., fans) are desirable, but not a requirement.
4. Indoor enclosures must provide reasonable protection against theft and accidental damage.
5. Outdoor antenna-radio pairs must meet radiation emission limits set forth in the FCC Part 15 regulations, in particular, but not limited to, sections 15.247 and 15.249 (see Appendix A).
6. Indoor antenna-radio pairs must meet radiation emission limits set forth in the FCC Part 15 regulations, in particular, but not limited to, sections 15.247 and 15.249 (see Appendix A).
7. If additional radios as described in item 2 are used, then a suitable number of additional antennae are expected.
8. The management gateway network will include a catch-and-release system also known as a captive portal as well as home page redirection. The catch-and-release system must include the ability to create a fully customizable portal page or two. Please specify brand and specifications. Though Phase-1 management gateway network need only accommodate 200 simultaneous users, it should be upgradeable to at least 2,000 simultaneous users. The equipment must have the ability to throttle bandwidth, authenticate, block certain users, manage data, and allow to bill each user for certain upgraded features. The City will require a 12 month parts and labor warranty on all Hardware and Software. Please specify the cost of monthly on site and remote maintenance. This may be stipulated by a number of hours and then a fixed rate if we exceed these hours. Do not include in costs that of a firewall to protect municipal network; the City of Hermosa Beach network is already protected with a Cisco pix firewall. Do not include in costs a network switch (need not be a router) that allows WiFiHermosa to share a DS3 or a bonded T1s with the City of Hermosa Beach network.
9. Ancillaries such as connectors, weatherproofing materials, antenna masts, enclosure mounts, and street light power adaptors must be named and priced in detail as part of bid. Electrical wiring and communication cabling labor costs at the Fire Tower, Community Center, Lifeguard Tower, and Library are excluded. All electrical for the other locations such as those on street poles must also be included as part of bid.

ACCESS POINT Location Requirements

Locations for access points other than the Fire Tower, Community Center, Lifeguard Tower, and Library will be left up to the bidder.

In your bid, for the four locations enumerated above and all other selected locations, please describe all equipment and ancillaries to go in specific locations, e.g. the Fire Tower at City Hall, the Community Center, the Lifeguard Tower, and the Library will each have a certain type and certain number of 802.11b/g radios, additional radios, indoor enclosures, outdoor enclosures, outdoor antennae, indoor antennae, additional antennae, and ancillaries. A short narrative describing the hardware at each location is desired.

Again, besides the four locations mentioned, bidders must select other locations to allow for reliable wireless links between 802.11b/g radios and possible additional 802.11b/g coverage. Placement will be on street lamp poles and/or other locations where needed to complete reliable wireless links to allow for a wireless network to extend from the Fire Tower along Pier including the Lifeguard Tower location, which will be used to wirelessly illuminate the Plaza area. Please list site addresses and/or location descriptions. Do not include costs associated with a man-lift to install at hard-to-reach, city owned sites such as a streetlight. The City staff will be available to assist in providing a man lift for those installations. Although

a few runs of cat 5 plenum and cat 5 outdoor rated cabling may be required, use standard cat 5 costs in bid. Please bid that as a lf [linear foot] price.

Minimum System Performance Requirements

1. Radios and coverage will be along Pier Avenue. Locations with non-obstructed line to any of the four locations are expected to have coverage. Please specify the maximum wireless data rate through from one 802.11b radios through two wireless links (two hops) back to another 802.11b radio that proposed system can achieve in bid.
2. Except for a few initial radios, the WiFiHermosa network must be essentially wireless. That is, each 802.11b-compatible radio should be wirelessly linked to each other and ultimately linked back to a few radios that are wired to the Internet. Purpose: this requirement is to reduce the overall cost.
3. The speed in terms of actual data throughput will be a bid criterion.
4. System will include software that allows for some form of remote management. Purpose: this requirement is minimize maintenance costs for WiFiHermosa.
5. Public buildings and structures such as the fire tower, the community center, life guard tower, and lamp-poles will be used. Purpose: this requirement is to eliminate the need for multi-story antenna towers through the re-use of existing structures.
6. Degree to which system can be upgraded to newer RF technologies as they become available will be a bid criterion. Device mechanisms such as expansion slots are highly desirable. Proposed radio manufacturers with past evidence of using timely and diverse RF chipsets are also highly desirable. A proposed radio manufacturer with evidence of ability to add Wi-Max in two to four years to proposed system is also be highly desirable.
7. Degree to which system radios, drivers, and software can be upgraded to newer security standards as they become available will be a bid criterion.
8. Degree to which system includes fault tolerant mechanisms will be a bid criterion. Examples include a self-reboot mechanism and remote power cycling. Existence of mechanisms to improve fault tolerance is a requirement. The two specific examples listed would satisfy this performance requirement to some degree, but their absence may be acceptable if fault tolerance is being achieved with other mechanisms.
10. Bidder will configure entire system upon set up of all specified equipment. Bidder will connect all server and gateway equipment to routers/switches. Bidder will get system running connected to either T1 or DS3 lines. Bidder will conduct tests of coverage and provide a detailed coverage map suitable for display on the Internet to show coverage area. Bidder will spend at least 20 hours of training to City personnel on system management and troubleshooting.
11. Attached to this Bid is an aerial map of the City with desired coverage's outlined. Additionally, there are photos of the City Buildings where antennas will be located: Fire Tower, Lifeguard Tower, Library, and Community Center. The remaining nodes and antennae need to be placed where the bidder deems necessary to get coverage desired.

Include end-to-end installation and configuration in bid on Project 007-09

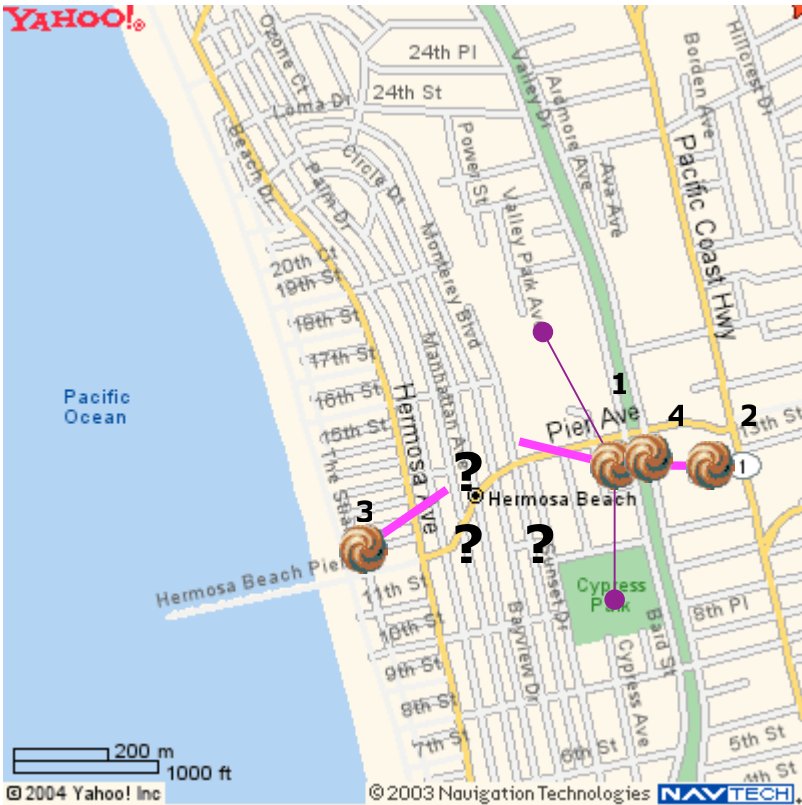
Each bid should meet expected quantities as listed in table above, but greater or lesser quantities with coverage similar to that described in this document will be considered.

Attached is a map with bullets marking the following locations:

1. Fire Tower
2. Community Center
3. LIFEGUARD Station

4. Library

The remainder of locations to be outlined and determined by bidder (note ? symbols on map).



Bullets mark suggested radio locations on government property (from left to right): LIFEGUARD Station (3); Fire Tower (1); Library (4); Community Center

Thin lines mark possible sites for random line of site testing.

Thick lines mark wireless inter-2.4 GHz radio links.

1. Total cost for items 1-9
_____ \$
2. Total cost for installation
_____ \$
3. Total cost for training
_____ \$

Total Contract Bid:

(Figures) _____

(Words) _____

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

BID
WiFiHermosa Project – Phase I
BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Bid, the Contract, the federal requirements, if any, the Plans and Specifications.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Bid.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted.
7. This bid will not be withdrawn within a period of thirty (30) days after the date of its proper opening by the City.
8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name

Contractor

Title

Business Address: Street

By

Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

WiFiHermosa Project – Phase I

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2004, at _____ (*place of execution*), California.

Signature

Name:

Title:

Name of Company:

BID

WiFiHermosa Project – Phase I

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

<u>WBE or MBE</u>	<u>Portion of Work %</u>	<u>Subcontractor's Name and Address</u>	<u>Type of Work</u>	<u>State License Number</u>	<u>Class</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Not more than 49%.

BID

WiFiHermosa Project – Phase I

PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list similar projects completed or in progress within the last 24 months. Your cooperation in this matter is greatly appreciated.

Number of years in this type of work: _____

Three projects of this type recently completed:

<u>Contract Amount</u>	<u>Type of Project</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

<u>Date Completed</u>	<u>Name, Address and Phone No. of Owner</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Bidder's Signature _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID

WiFiHermosa Project – Phase I

BIDDER'S ASSURANCE

FROM:

Name of Bidder: _____

Business Address: _____

Telephone No: () _____

TO:

Members of the City Council
c/o City Hall
City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

TITLE:

WiFiHermosa Project - Phase I

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: _____

TITLE: _____

BID
WiFiHermosa Project – Phase I

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

CONTRACT DOCUMENTS

WiFiHermosa Project - Phase I

To be submitted
within fourteen (14) calendar days
AFTER
Award of Contract

CONTRACT
WiFiHermosa Project – Phase I

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between CITY OF HERMOSA BEACH in the State of California, hereinafter referred to as “CITY” and _____, hereinafter referred to as “CONTRACTOR.”

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in good and workmanlike manner all work required by the Contract Documents for the WifiHermosa Project - Phase I.

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Bid Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Attest:

CITY

By: _____
CITY CLERK

By: _____
MAYOR

Dated: _____
SEAL

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

Dated: _____

Attest:

CONTRACTOR

By: _____
Title

By: _____
Signature

Title

Dated: _____

CONTRACT
WiFiHermosa Project – Phase I

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Hermosa Beach and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____

Name _____

By: _____

By: _____

Its

Its

TO BE SIGNED BY THE CONTRACTOR

Los Angeles Pershing Square Public Wi-Fi Project

TO: PROSPECTIVE FIRMS

Subject: Request for Proposal (RFP) for Technical and Cost Proposals to Operate WiFi District(s) for the Community Redevelopment Agency of the City of Los Angeles – RFP No. 04-25

Dear Sir/Madame:

The Community Redevelopment Agency of the City of Los Angeles ("Agency") is soliciting technical and cost proposals to implement a Public WiFi District on and around Pershing Square in Downtown Los Angeles (the "Project"). The Agency is also looking at other opportunities within redevelopment project areas in Downtown Los Angeles and Hollywood. Your firm has been identified by the Agency or the Los Angeles Department of Water and Power (DWP) to submit a technical and cost proposal for the proposed Project.

The Pershing Square WiFi District is being funded directly and indirectly for a two (2)-year period by the Agency and DWP with an option for a two (2)-year renewal (if funding is available). The DWP will be reimbursed by the Agency for the Ethernet backhaul to an Internet Services Provider (ISP) at the One Wilshire building.

The Agency is also coordinating with the City of Los Angeles Recreation and Parks Department and the City of Los Angeles Information Technology Agency. The four (4) public agencies will be collectively referred to as the "City Agencies." The Agency is also in contact with the Downtown Business Improvement District (BID) for marketing assistance. Your proposal may also be reviewed and considered for other WiFi projects within the Agency's redevelopment project areas.

Attached is a conceptual diagram (Exhibit B), prepared by DWP that indicates how WiFi would be deployed at Pershing Square. The Agency is issuing this RFP in order to select a firm that will have the responsibility to finalize the design; specify and install the equipment; and provide around-the-clock operations of the WiFi zone (along with the authentication, sign-on security, and data privacy), including some level of customer support. The purpose of the RFP is to give your firm the opportunity to present information on similar projects completed by your team and assigned personnel, review the Agency's needs and to provide a cost proposal to complete the required milestones. You are encouraged to include an ISP as part of your proposal, but it is not required.

It is the City Agencies' intent not to incur costs as it relates to content for the Public WiFi Entry Page (Exhibit C). It will make use of existing content from the Agency's ExperienceLA.com website along with its partners. The Entry Page will contain advertising or sponsorships as it relates to Los Angeles and the surrounding area, as shown in Exhibit C, which illustrates a mock-up of a sample Entry Page, which at this time is only conceptual.

You are requested to submit a Technical and Cost proposal based on the DWP diagram (Exhibit B), and the identified Milestones provided in Exhibit A. **Proposals are due by 2:00 P.M., Monday, July 12, 2004.**

By responding to this RFP, your firm will be considered for other potential WiFi District projects within the Agency's redevelopment project areas.

A. TECHNICAL PROPOSAL

Your Technical proposal shall be prepared in substantially the format shown below:

1. Identification of Firm/Principal. Brief summary profile of your firm, including principal line of business, year founded, form of organization (corporation, partnership, sole proprietorship, etc.), location of office(s). Identify the Principal responsible for managing your proposed Project Team and ensuring delivery of the project. Please indicate why the proposed Project Team is uniquely qualified to perform this work on behalf of the Agency and its partners.
2. Identification of Similar Projects and Assigned Personnel. Summarize similar projects implemented and the WiFi equipment/technology by your team, and identify the personnel by task to be assigned to perform the work. Please indicate whether the identified personnel were involved in the mentioned projects.
3. Services Levels, ISP or Subcontractors. Identify any ISP or subcontractors your firm will employ on this project and describe the scope of services each will perform in support of the Project. Due to the partnership with DWP, bandwidth will not be an issue. What is the envisioned service level, i.e. 1 mbps upstream and downstream or better.
4. Process. Describe your vision of the Project and a proposed approach/methodology in implementing the proposed milestones identified for the Pershing Square WiFi District Project in the Statement of Work, (Exhibit A), attached. Please address how you might provide a minimum level of customer support and your plans for authentication, sign-on security, and data privacy. As part of your response, include information on how you would perform a yearly evaluation of the project.

5. Schedule. Review the proposed milestone dates as contained in Exhibit A and indicate the delivery dates that you would propose.
6. Conflicts of Interest. Describe any existing or potential conflicts of interest or any other problems that exist or may arise in performing the services within the Statement of Work described in this request.
7. References. Provide firm name, contact name, address and contact number for three clients for whom you have provided similar services.

B. COST PROPOSAL

Your Cost Proposal shall include the following information:

1. Detailed firm-fixed cost for the proposed consultant team to implement the proposed two (2)-year project. This shall include estimated labor hours and costs for labor, and costs for incurred expenses for the installation and operation of the project. Please provide a proposed dollar value and number of hours for milestones 1 – 5 that is included in Exhibit A – Scope of Work. Available funding is shown for each milestone.
2. Fully burdened (i.e., includes overhead and profit) hourly rates by personnel to be assigned to the Project and the estimated labor hours. Please include the same information for any proposed subcontractors assigned to this project.
3. It is the intent of the Agency to use advertising, sponsorships, and add-on services to offset the costs of operating the Pershing Square Public WiFi District. The Agency will be considering free WiFi at Pershing Square; however, other business models will be considered in future Agency WiFi projects. Please identify any reimbursable expenses such as the cost of the ISP or other out-of-pocket costs.

C. SCHEDULE

1. The Agency desires to have the services completed per Project Milestones as specified in Exhibit A.
2. The contract term will be not more than two (2)-years after contract execution with a two (2)-year renewal option.

D. DEADLINE DATE FOR SUBMISSION OF TECHNICAL AND COST PROPOSAL

Proposals are due by **MONDAY, JULY 12, 2004, 2:00 P.M.** (Pacific Daylight Saving Time). Proposals shall be submitted in an original and seven copies (**TOTAL OF EIGHT (8) SETS**) to the following address:

The Community Redevelopment Agency of the City of Los Angeles, CA
Contracts & Purchasing Department, 5th Floor
Attn: Ms. Margie De La Rosa, Contracts Specialist/RFP 04-25
354 South Spring Street
Los Angeles, California 90013

A copy of your proposal may be sent to Ms. Margie De La Rosa, Contract Specialist, by email to mdelarosa@cra.lacity.org by the deadline date and time specified above, with the hard copies to follow immediately thereafter.

E. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION POLICIES

It is the policy of the Agency to provide minority, women and other business enterprises (M/W/OBE's) with the opportunity to compete for and participate in the performance of all Agency contracts. Any firm who is awarded a contract will be required to make its best efforts to recruit M/W/OBE's and enhance employment opportunities for minorities, women and others for subcontract opportunities created by any contract. In accordance with the Agency's Policies and Goals for Equal Opportunity and Affirmative Action, all respondents (the prime or lead Contractor/Consultant and each proposed subcontractor) are required to complete and return a Business Profile Form (Exhibit E) with its proposal. A Summary of the Agency's Equal Opportunity/Affirmative Action Policies is included as Exhibit F.

If respondents are successful in obtaining a contract, they will be required to make their best efforts to recruit minority business enterprises or women business enterprises for subcontract opportunities created by any contract(s).

If there are any questions regarding the Agency's Affirmative Action requirements, please contact Ms. Margie De La Rosa, Contracts Specialist, at (213) 977-1844.

F. EVALUATION CRITERIA

The Agency will select the consultant for the contract based principally upon the following criteria:

1. Quality of the proposal including thoroughness, logic, completeness, clarity, methodology/approach, appropriate level of detail and overall responsiveness to the required Milestones. (30%)

2. Similar projects performed, technology and WiFi specifications, and the personnel to be assigned to the Pershing Square Public WiFi project. (35%)
3. Proposed prices, fees, and costs, and overall financial feasibility of the proposal. (35%)
4. Compliance with the Agency's Equal Opportunity and Affirmative Action Program Policies and other Agency Terms and Conditions. (0%)

G. STANDARD TERMS AND CONDITIONS

Any contract awarded will incorporate the Agency's Terms and Conditions (Rev. 06/04), attached hereto as Exhibit D.

H. ADDITIONAL CONTRACT REQUIREMENTS

1. Insurance Requirements

Any contract with the Agency shall require the firm to carry worker's compensation, general liability insurance, as specified in the Agency's Terms and Conditions, Exhibit D, as applicable, automobile liability insurance may be required, as shown below. Respondents shall submit, with its proposal a copy of their current insurance certificate(s) as proof of current insurance coverages even though they may not comply with the Agency's insurance requirements. If your current insurance coverages do not meet the Agency's insurance requirements indicated herein, compliance with these requirements must be met before a contract can be awarded. The insurance requirements are described below.

a. Workers' Compensation

In accordance with state compensation laws, the firm shall carry worker's compensation and employers' liability insurance for all persons employed in the performance of services under any contract awarded.

b. General Liability (Bodily Injury and Property Damage)

The firm shall carry general liability insurance (bodily injury and property damage) in an amount of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate, combined single limits prior to commencement of contract services. Such policy shall require thirty (30) days notice to the Agency in writing prior to cancellation, termination or expiration of any kind.

c. Automobile Liability

The firm may be required to carry automobile liability insurance in an amount to be determined by the Agency prior to the award of any contract or consistent with the State of California Financial Responsibility requirements, California Vehicle Code (CVC) 16020(a). Such policy shall require thirty (30) days notice to the Agency in writing prior to cancellation, termination or expiration of any kind.

Evidence of Insurance

The firm will be required to provide the Agency with a certificate verifying such coverage and endorsements acceptable to the Agency before commencing services under any contract awarded by the Agency. If self insured, the consultant will be required to provide the Agency with a letter certifying their self-insured status along with a financial statement certified by a CPA documenting the consultant's reserve account established for the specific insurance program. Such insurance and/or retention programs must provide the Agency with at least the same protection from liability and defense of suits as would be afforded by first dollar insurance.

All insurance policies, including self-insured programs, shall name the Agency and the City of Los Angeles as additional insured.

Modifications to Insurance Coverage

The Agency reserves the right at any time during the term of any contract awarded by the Agency to change the amounts and types of insurance required hereunder by giving the firm ninety (90) days written, advance notice of such change. If such change(s) should result in substantial additional cost to the firm, the Agency agrees to negotiate additional compensation proportional to the increased benefit to the Agency and City of Los Angeles.

Please submit your proposal to the Agency by **2:00 P.M., Monday, July 12, 2004**. If there are any questions, please contact Ms. Margie De La Rosa, Contracts Specialist, at (213) 977-1840. Thank you.

Sincerely,

Ronald Nagai
Director of Procurement and Compliance

LIST OF ATTACHED ATTACHMENTS

Exhibit A	Statement of Work
Exhibit B	DWP Diagram
Exhibit C	Entry Page
Exhibit D	Standard Terms and Conditions (Rev. 06/04)
Exhibit E	Business Profile
Exhibit F	Equal Opportunity/Affirmative Action Policies

EXHIBIT A

STATEMENT OF WORK

Pershing Square WiFi District Project

Project description for the purposes of CEQA

The Pershing Square Public WiFi District Project ("Pershing Square WiFi" or "Project") is a development of the Los Angeles Community Redevelopment Agency (the "Agency") and Los Angeles Department of Water and Power (DWP) in cooperation with the Los Angeles Department of Recreation and Parks. WiFi for "Wireless Fidelity", is a set of standards for wireless networks based upon the IEEE 802.11 specifications that operates in the 2.4 gigahertz spectrum. The demonstration Project is proposed to be developed in downtown Los Angeles at the Pershing Square Park which is bounded by Hill Street, Olive Street, 5th Street, and 6th Street. DWP's proposed conceptual plan is to mount two (2) or more small wireless transmitters on top of the standard perimeter light poles (that are under the jurisdiction of the City of Los Angeles Bureau of Street Lighting) that will then connect via wireless to a small transmitter (with electrical power from the same source providing power to the light fixture) that is located on top of the Pershing Square park office. A concept diagram is attached (Exhibit B) indicating the potential location of the equipment to be installed and the coverage of the Pershing Square WiFi District. The Agency anticipates signs inside Pershing Square Park that are no bigger than a standard no parking sign alerting the public to the availability of the wireless network.

The wireless network is to serve mobile users in the park area with broadband Internet, a web portal with advertising space for City and neighborhood information, and paid advertisements. The Agency desires to offer broadband Internet at no charge. Funding is from the Agency for for the period of two (2)-years with hope that advertising revenues thereafter will be able to sustain the program. DWP will utilize its existing fiber in the street at the northwest corner of Pershing Square and will provide optical Ethernet network services and equipment necessary to connect the Pershing Square WiFi Project to the Internet at the One Wilshire building. Ancillary services might include security cameras, broadband connectivity for park events, Recreation and Parks connectivity at the park, and mobile broadband connectivity service to Los Angeles city police, fire and city maintenance and operations personnel. The major goal of the project is to increase the number of visitors to Pershing Square. Supporting goals are to encourage patronage of the businesses surrounding the park and to support Recreation and Parks programming activities within the park.

The following is the proposed DWP plan for WiFi system installation at Pershing Square Park starting with the DWP fiber at 5th and Olive Streets:

1. Build fiber lateral to electric station in the underground garage at Pershing Square below the office building (DWP).
2. Build conduit to office building from the electric station (Wireless Contractor), and push fiber all the way to the office building (DWP).
3. Set cabinet on wall or equipment rack on floor (2'x2') for a fiber splice panel, Ethernet switch, and WiFi radio (DWP and Wireless Contractor).

4. Install conduit and wiring to roof and place antenna for sending the signal to outlying WiFi radios mounted on light standards (Wireless Contractor).

5. Set WiFi radios on two (2) or more light standards (Bureau of Street Lighting), who link via radio to the radio/Ethernet switch at the office building (Wireless Contractor), and are connected to the light standard electrical system.

Potential Project Expansion

As an alternative or possible expansion of the Project, steps 1, 2, 3 and 4 could route to a building adjacent to the park. In this case, the Wireless Contractor's ISP would likely offer Internet to the building used at the WiFi head end. This alternate is a total bypass of installing any equipment in the Pershing Square office, while still achieving a WiFi network serving the park and surrounding area.

There is also the possibility that the Agency would secure additional funds to expand the Pershing Square Public WiFi Project into the Downtown Los Angeles Historic Core.

Project Milestones

The following milestones have been identified for this project.

Milestone 1: Consultant Retention and Agreement on Pershing Square WiFi District Coverage
Complete at 30 Days from Inception

Milestone 2: Finalize Pershing Square WiFi District Equipment Specifications and Operational Plan
Begins at 30 Days and Complete at 60 Days

Funding: DWP build's fiber to Pershing Square and provisions a 5 – 10 Mbps ethernet circuit to One Wilshire building interface with a ISP.

DWP and WiFi provider agree upon WiFi equipment and specifications.

City of Los Angeles Bureau of Street Lighting provides access to 2 – 4 designated light standards along with power, while Recreation and Parks will provide access to a building on site plus power, etc.

Milestone 3: Develop and Finalize Operational Plan for Pershing Square WiFi District
Begins at 60 Days and complete at 90 days.

Funding: Agency to provide two (2)-years of funding; amount to be determine as a result of this RFP – covers DWP backhaul, ISP, and 24/7 WiFi operations.

Milestone 4: Develop and finalize Pershing Square WiFi Entry Page – Including content, marketing plan, and potential log-in requirements

Funding: It is the intent of the Agency to have the Downtown BID be given the responsibility to secure advertising for the Entry Page. Entry Page will also contain information links to partner webpages such as ExperienceLA.com, City of LA Recreation and Parks, DWP, and the Downtown BID.

Begins at 90 Days and complete at 120 days

Milestone 5: Begin Operating the Pershing Square WiFi District – Submittal of Monthly Operational Reports

Begins at 120 days and continues for the life of the Project.

Milestone 6: Marketing the Pershing Square WiFi District

Funding: The Agency and its partners will market the website based upon the marketing plan developed by the WiFi operator. Downtown BID will continue to seek advertising for the WiFi portal page. The Agency will work with Recreation and Parks to have multiple signs posted in Pershing Square promoting Public WiFi.

Begins at 120 days and continues for the life of the Project.

Lompoc, California

City of Lompoc**RFP No. 2317****Broadband Equipment & Installation****July 26, 2004**

Notice is hereby given that sealed Proposals will be received per the attached specifications, at the office of the Purchasing and Materials Manager, 1300 West Laurel Avenue, Lompoc, California, until 2:00 p.m., on August 20, 2004 Pacific Daylight Time. Proposals will not be publicly opened and read. If further information is needed, contact Ray Ambler at (805) 875-8003.

A Site Tour & Pre-submittal Meeting is scheduled for 10-August-2004 (in Lompoc) at City of Lompoc, City Hall, 100 Civic Center Plaza, Lompoc, CA 93438

Please immediately complete the Proposer Contact Information Sheet and fax to 805-735-7628 to be added to the list to receive all clarifications and addendums.

The responsibility of the bidder/proposer is to see that any bid/proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late bid/proposal will be returned to the bidder/proposer unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of bid/proposals. Bid/proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures.

Ray Ambler
Purchasing and Materials Manager

Project Scope
Project Name: "Phase 1: Wireless Internet Utility"

Introduction

The Lompoc City Council has decided to move ahead with the implementation of plans to build a city-owned and operated broadband utility. The first phase of this program involves building a citywide Wireless Internet Utility (WIU) based on the IEEE 802.11g and 802.11b standards. This facility would offer basic Internet access on a monthly subscription basis as well as a pay-as-you-go basis for occasional users.

The second phase will involve building a citywide fiber-to-the-premise broadband network that will provide telephone, television and high-speed data service, including Internet access. This RFP does not address any of the City's requirements concerning the fiber-to-the-premise project.

The City now seeks proposals from parties interested in providing hardware, engineering, and construction services for the installation of the WIU. Although the schedule has not been finalized, it is anticipated that a contract could be awarded by 30-September-2004. Installation would begin as soon as possible thereafter with a desired completion by 31-December-2004.

City Overview & Background

The City of Lompoc is a municipal corporation organized and operating under the general laws of the State of California. It is a 5 1/2 square mile community of approximately 14,000 households and 1,000 businesses located in Santa Barbara County on California's Central Coast.

The City of Lompoc has, for several years now, been looking at the potential of making available to all the citizens of Lompoc -- residential and business -- high-speed Internet access and improved video entertainment. Over these recent years, many cities and towns throughout the United States have undertaken to provide such services for their communities, driven in part by an unsatisfied demand for faster and more reliable internet connectivity, and in part by increasing demand for additional and more reliable video entertainment options at reasonable costs. Because of the large and significant investment in the existing physical and accounting infrastructure, many of the newer entrants are municipalities that also provide their own electric utility service. For more background concerning about the City's broadband utility efforts, you may download a feasibility study completed in December, 2003, at the following URL link: http://www.cityoflompoc.com/councilagenda/031216/final_report.pdf

The City of Lompoc Utility Department provides electric, water, and waste water services for the City of Lompoc and certain parts of the County of Santa Barbara that lie outside the City limits, such as Vandenberg Air Force Base and Vandenberg Village, which receive wastewater treatment services, and Miguelito Canyon, which receives water. The electric system provides service via 115 miles of distribution lines. Utility poles, street light standards, underground conduit and other facilities are owned, maintained and controlled by the Utility Department or accessible by the Utility Department.

RFP Response Expectations

The City requests proposals from qualified and experienced firms (“Contractor”) with proven experience providing services of:

- R.F. engineering services
- Regulatory and legal requirement fulfillment
- Procurement
- Operation and maintenance
- Personnel training
- Resource planning
- Customer service and billing

The City encourages submissions from Respondents with a multi-disciplinary team and recent expertise working with municipally based wireless Internet and other broadband utility services.

Contractor(s) may respond to all or selected specialty areas as listed above. For example, respondents may submit proposals for procurement, engineering, hardware and installation, customer service and billing, or any combination of the above.

The Contractor(s) must demonstrate proven expertise and experience in all aspects relating to their selected response area, including but not limited to regulatory, engineering and technical issues, construction, installation, maintenance, training, capital and operational budgeting, ongoing operations, customer service and billing, and quality of service issues.

Wireless Internet Utility Objectives

Consistent with the business plan approved by the Lompoc City Council, the WIU must meet the following objectives:

1. **Scope of service.** The WIU will provide wireless Internet access via IEEE 802.11g and 802.11b (WiFi) standard-based facilities to all developed areas within the city limits. The City prefers that respondents propose a system that supports both standards, but systems supporting only 802.11b will be given consideration. The WIU system will be capable of providing Internet access directly to a subscriber using a standard laptop computer with built-in WiFi capability or a desktop computer with built-in or peripheral WiFi capability inside a single family home or multiple dwelling unit, anywhere within the city limits. It must also be similarly capable of directly reaching subscribers inside typical commercial buildings, although in some Contractor-defined and City-approved cases it might be necessary to use booster or repeater equipment, depending on the type, size and construction of the building. The desired system architecture is a “mesh” configuration. (As an example, the Tropos 5110 product line uses this architecture, although it does not currently provide 802.11g support.)

2. **Quality of service.** The WIU will provide Internet connectivity at a minimum of 250 kilobits per second with 99.99% availability over the entire scope of service. Any modification or exception to this quality of service standard must be pre-defined by the Contractor in the Respondent’s proposal and be pre-approved by the City. Otherwise, the Contractor must remediate any substandard service condition at its own cost.

3. **Financial.** No budgetary figures have been established for the WIU.

4. **Outside plant.** All outside equipment must not be unsightly, and must conform to all applicable safety, health, radio emissions, construction, maintenance and reliability standards. It must be installable and serviceable by City personnel or by a contractor with proper training and using standard electrical utility maintenance equipment. Any exceptions must be described in the respondent's proposal. Power consumption of any one unit must not exceed 20 watts.

5. **Central office.** It is anticipated that the central office equipment will initially be accommodated in an existing City-owned facility with some existing wiring, HVAC capabilities and telecommunications connections, and require no more than 50 square feet of floor space. The Respondent's proposal must describe how this facility will be utilized and if necessary detail any additional requirements.

6. **Internet connection facilities and service.** The capacity, reliability and costs of Internet connection facilities and service must be sufficient to meet the ongoing needs and planned growth of the WIU and the anticipated expansion of City broadband utility service to include a second phase, fiber-to-the-premise network. The Respondent's proposal must detail how the WIU will be connected to the Internet backbone along with the initial and ongoing costs and proposed contractual terms of this service.

7. **Ongoing operation and maintenance.** The WIU will be operated and maintained either by City personnel or contractors using organic resources. Consistent with the scope, quality of service, financial and other objectives described herein, the Respondent's proposal must describe a plan for ongoing operations and maintenance of physical plant and facilities, including but not limited to personnel requirements and training, equipment, spares and other inventory, and outsourced services.

8. **Customer acquisition, service and billing.** WIU subscriber accounts and agreements will be owned by the City, and management of those accounts might be integrated with other Utility Department functions, including possibly a fiber to the home broadband system. The Respondent's proposal must describe how customer acquisition, provisioning, service and billing functions will be performed, and how those functions could be migrated to an integrated system.

9. **Walled garden services.** It is anticipated that the WIU will include "walled garden" services that will provide a service portal for both existing subscribers and new visitors to the system. The Respondent's proposal must describe how this walled garden will be implemented, what capabilities it will offer, and how it will be managed on an ongoing basis.

10. **Personnel and training.** The WIU business plan envisions potentially utilizing City personnel or contractors. The Respondent's proposal must detail personnel requirements for both construction and ongoing operation and maintenance of the WIU, and strategies for meeting those requirements including necessary training.

11. **Integration with Phase 2 implementation.** The WIU is the first phase of an overall plan to develop a comprehensive broadband utility for the City of Lompoc. All elements of the WIU must be compatible with the implementation of Phase 2 of this project, which is the fiber-to-the-premise system described in the feasibility study referenced above, and with the overall implementation, ongoing operation and future expansion and enhancement of this

comprehensive broadband utility. This compatibility includes but is not limited to integration of all administrative and central office facilities and functions; outside plant extension and maintenance; customer relations management, customer service and information technology facilities and functions; Internet backbone facilities and services; and marketing and business operations functions. The Respondent's proposal must describe how this integration will be approached, any limitations or assumptions inherent in the proposed WIU system that could impact this integration, and any financial, technological, operational or other issues that must be considered in this integration process.

12. Project Schedule. The WIU is scheduled to be fully operational on or about by 31-December-2004. The Respondent's proposal must detail how the implementation schedule contained herein will be met, including the requirements for City testing, review and acceptance, and any necessary Contractor remediation. For the purpose of scheduling only, assume a contract award date on or about 30-September-2004.

Inquiries

Any questions or requests for clarification shall be addressed to Ray Ambler by email r_ambler@ci.lompoc.ca.us, phone (805) 875-8003 or Fax: (805) 875-8633. Responses may be made by email, mail or facsimile to all potential submitters. The preferred method for submitting questions is email.

Please immediately complete the Vendor Contact Information Sheet and fax to 805-735-7628 to be added to the list to receive all clarifications and addendums. If you wish to receive e-mail announcements, please visit our website and register at:
<http://www.cityoflompoc.com/purchasing> under "Current Bid Opportunities".

RFP Submittal Requirements

The City of Lompoc shall accept Proposals until the date noted above. Postmarks and emails will not be accepted. Late submissions will not be accepted and will be returned unopened. Proposals shall be enclosed in a sealed envelope marked "WiFi RFP" and addressed to:

Ray G. Ambler, Purchasing and Materials Manager
City of Lompoc
1300 West Laurel Avenue
Lompoc, CA 93438
805-875-8003
r_ambler@ci.lompoc.ca.us

Please note that the above address is NOT the address of the main city offices.

Submittal Rejection/Submittal Costs

This RFP does not commit the City to award a contract or to pay any costs incurred for submittal preparation. The City, at its sole discretion, reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified respondent, or to cancel this RFP in part or in its entirety.

All Proposals submitted by the deadline will become the property of the City of Lompoc and will not be returned. If any proprietary information is contained in the submittal, it should be clearly identified. There will be no public opening of Proposals.

California Public Records Act

Respondents should familiarize themselves with the provisions of the California Public Records Act (Cal. Gov. Code § 6250 et seq.). In no event shall the City of Lompoc, or any of its agents, representatives, consultants, directors, officers or employees be liable to a respondent or respondent team member for the disclosure of all or a portion of a Respondent's proposal submitted under this RFP. If a responding firm has special concerns about information which it desires to make available to the City of Lompoc but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such responding firm should specifically and conspicuously designate that information as such in its filed response to this RFP. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the City of Lompoc to treat the entire Respondent's proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the City of Lompoc by the California Public Records Act or other applicable law, and the provisions of the act or other applicable laws shall control in the event of a conflict between the procedures described above and the applicable law. If the City of Lompoc receives a request for public disclosure of all or any portion of a Respondent's proposal that the submitting firm has designated as a trade secret, proprietary information, or other confidential information exempted from disclosure, the City of Lompoc will use reasonable efforts to notify the applicable respondent of the request and give such respondent an opportunity to assert, in writing and at its sole expense, a claimed exception under the California Public Records Act or other applicable law within the time period specified in the notice issued by the City of Lompoc and allowed under the California Public Records Act.

Evaluation Criteria

The City will rank the firms submitting Proposals based on the following criteria (listed in no particular order):

1. Understanding of the goals and needs of the City with respect to the Wireless Internet Utility (WIU) and its plans for the eventual build out of a comprehensive broadband utility.
2. Organizational and technical skills necessary to perform the services outlined in this RFP, as demonstrated by previous completion of similar work.
3. Knowledge of important tasks/issues that Lompoc will face with the project.

4. Past record of performance and relevant experience (reference evaluation).
5. Project approach to analyze alternatives and recommendations for cost effective solutions.
6. Clear, appropriate and comprehensive scope of services to be used in fulfilling Lompoc's needs and objectives.
7. Carefully proposed response times to individual work assignments.
8. Adequate technical, financial and staffing resources to perform the required work.
9. Responsiveness of the Respondent's proposal to the City's request.
10. Legal and financial capabilities.
11. Business standing and financial solvency.
12. Capacity to perform the work.
13. Cost and value.

The City may request additional information while reviewing submittals.

Proposal Evaluation

Evaluation of proposals will be accomplished by City of Lompoc municipal utility team members, who may be advised by outside consultants and other municipal and/or broadband utility experts.

If needed, the City may request additional information during this process to clarify or supplement information provided. A timely response for such a request will be required.

The City reserves the right to reject any and all submittals. The City further reserves the right to negotiate changes in service approach and other project-related conditions with Respondents.

Awards will be made to realize the evaluated best value to the City and may not be the lowest proposal especially where services are of the utmost importance.

Submittal Content

To facilitate the evaluation of the submittals, the City asks that the Respondents use the submittal format outlined below. Responses should succinctly address all requested information items.

1. **Transmittal Letter.** A transmittal letter, signed by an officer who is authorized to contractually bind the Respondent should be included with the Respondent's proposal.

2. **Executive Summary.** A brief summary of the Respondent's proposal is required.
3. **Respondent's proposal for the Respondent.** Provide a full list of products, services and intellectual property proposed to be provided by the respondent, including any products, services and intellectual property not listed by the City which the Contractor believes are necessary in order to meet the stated objectives of the City.
4. **Respondent Contacts.** Please provide the name, address, telephone number, facsimile number and email address of the Respondent's prime contact. This will be the individual who can be contacted by the City during the evaluation process if the City has any questions about the Respondent's proposal.
5. **Location(s).** If responding firm has multiple locations or area offices, please provide the location at which work for the WIU will be accomplished.
6. **Company Management/Ownership/Financial Status.** Please describe the Respondent's company management and ownership. Please provide the City with the firm's audited financial statements and annual reports for the most recent three years.
7. **Project Management/Key Personnel.** Respondents must designate a project manager and indicate the percentage of their time that will be dedicated to this project. Resumes for all key personnel, including the designated project manager, should be provided along with an organizational chart for the proposed project. No substitution in identified key personnel will be acceptable without the written permission of the City. The Respondent should demonstrate the ability to maintain procedures throughout the contract for tracking and reporting progress during the contract period.
8. **References.** Provide at least four (4) references (name of contact person, address, and telephone number) from investor-owned or publicly managed utilities, broadband enterprises or related entities with which you have provided similar services. With each reference, briefly describe the scope of services provided. Include the client, contact person, and current client address phone number and project description. References shall be provided for the prime and each partner in a joint submittal. References shall be other than the City. The City will contact the references provided.
9. **Timeline.** A proposed, all-inclusive timeline for completion of the work is required.
10. **Pricing.** Specific, firm prices for each good and service specified in the response should be included along with any vendor-financing options that may be available to the City.
11. **Additional Information.** Provide any additional information that may assist the City in making a selection and/or understanding what you are offering.
12. **Subcontractor Information.** If any part of the work or products described in the submittal is to be provided by subcontractors, please provide the following: a description of each subcontractor's role in the project; a description of previous joint ventures between the Respondent and subcontractor; the corporate or company name and the names of officers or principals of companies proposed as subcontractors; qualifications, including references and contact information, of all proposed subcontractors that might be needed for the study; and an

estimated percentage of work to be performed in relation to the project as a whole.

Company literature may be included at the end of the submittal, if desired. However, overly elaborate submittals are discouraged. No sales literature, brochures, or superfluous material should be included, and brevity is encouraged.

Please note: submittals that do not provide any of the above information may be disqualified as non-responsive.

LIQUIDATED DAMAGES Time is of the essence. Failure to start and complete all work specified within the time specified in any contract(s) resulting from these bid documents shall constitute material breach of contract. Failure of successful bidder to complete the work within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City the sum of \$100 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages, which may be deducted from payment due to the contractor if such delay occurs.

AUTHORITY OF THE CITY

Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide the questions which may arise relative to the fulfillment of the contract or the obligations of the contractor there under.

PREVAILING WAGE RATES

This project will be a prevailing wage job requiring submitted certified payroll. In accordance with the provisions of Section 1773 of the Labor Code.

REQUIRED LICENSE: In accordance with Public Contract Code Section 3300, this project requires the following contracting license or licenses or other appropriate and City approved State of California contractor licenses as identified under the Contractors State License Board Rules and Regulations.

“California Code of Regulations Division 8, Title 16, Article 3. Classification C10 – Electrical Contractor. An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.”

The bidder must possess this/these license(s) at the time the contract is awarded or the bidder's proposal shall be rejected.

Bid Security. A bid security must be submitted with the bid proposal for all bids with a total price in excess of \$25,000. The bid security must be in an amount equal to 10% of the base bid. Bid proposals received without a bid security enclosed in the sealed envelope will not be considered. The bid security may be a cashier's check, a certified check made payable to City of Lompoc or a bidder's bond. Personal checks will not be accepted and will render the bid non-responsive. Bid bonds must be certified, have a power of attorney attached, be executed by an admitted surety insurer licensed in the State of California and shall be on a City form as shown in the bid exhibits.

Payment & Performance Bonds.

Prior to the execution of the contract, the successful bidder shall furnish a Payment Bond and a Performance Bond in an amount equal to 100 percent of the contract award price, when the contract price exceeds \$5,000. All bonds shall be executed by an admitted surety insurer licensed in the State of California. Bonds must be certified with a power of attorney attached, and must be approved by the City Attorney. Such bonds shall be on City forms, as shown in bid exhibits.

Public Works Bid Form

Relative to supplying labor and material and for RFP 2317 for Municipal Broadband Equipment & Installation, the undersigned agrees pursuant to and in compliance with the bid terms and conditions agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at bid price herein.

Bidder Name: _____

Bidder Address: _____

The bidder is a/an _____ (Corporation or Partnership, or Individual)
Organized and existing under the laws of the State of _____

And doing business as _____.

Date Submitted _____

The undersigned has examined the site and all bidding documents and agrees:

The offer and bid will be open for 60-calendar day after opening.

To execute a satisfactory agreement between the City of Lompoc and the Contractor and to provide a performance bond, a labor and materials bond, and certified proof of insurance coverage to the City for work in accordance with this bid document within 14 calendar days after notice of award.

Project Completion Schedule:

The undersigned proposes to complete the work per the schedule below:

Proposed start date _____, 2004 or _____ days after Notice to Proceed.

• _____	• Can Be Completed (days)
<ul style="list-style-type: none"> • RF Engineering start in calendar days from receipt of Notice to Proceed 	<ul style="list-style-type: none"> • _____
<ul style="list-style-type: none"> • Equipment Assembly and Procurement 	<ul style="list-style-type: none"> • _____
<ul style="list-style-type: none"> • Equipment Installation 	<ul style="list-style-type: none"> • _____

• **Final Testing** _____

• _____

• **Engineering and Construction
Period** _____

• **Days** _____

Proposed completion date _____, 2004

PAYMENT BOND
Complete and return with your proposal

KNOW ALL MEN BY THESE PRESENTS: That _____ of _____ as Principal, and, a Surety authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto CITY OF LOMPOC, CALIFORNIA, as Obligee, in the sum of _____(\$), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the condition of the foregoing obligation is such that the above-bounden Principal was, by formal action of the City Council of the City of Lompoc, State of California on, 2004 awarded a Contract with the City of Lompoc, the terms of which are incorporated herein by this reference, in strict conformity with the Contract Documents entitled:

Municipal Broadband Equipment and Installation
PROJECT/RFP NO. 2317

and whereas said Principal is required under the terms of said Contract to furnish a bond for the Labor and material of said Contract.

NOW, THEREFORE, if the above-bounden Principal or subcontractor fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amount due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Sections 1320, et seq. of the Unemployment Insurance Code of the State of California, with respect to such work and labor, then the Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

And said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under shall in any way affect its obligations under this bond, and surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

SIGNED and SEALED this _____ day of, 2004

(Name of Principal)

By: _____

Address to which notices to Surety should be sent: Title: _____

_____ (Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Notary Acknowledgment for Attorney-in-Fact)

**BID BOND
PROPOSAL GUARANTY AGREEMENT
Complete and return after a Notice to Proceed**

Accompanying this proposal is _____ "\$ cash", "Cashier's check", "Certified check", or "Bidder's Bond", as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the Proposal Requirements ten (14) days after receipt of the forms, the proceeds of the security accompanying this bid shall become the property of the City of Lompoc, California, and this proposal and the acceptance thereof may be considered null and void.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

Licensed in accordance with an act providing for registration of contractors,
License No. _____ expires _____

Signature of Bidder

Typed or Printed Signature

(If an individual, so state. If a partnership, state the firm name and give the names of all individuals who are co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, and treasurer thereof.)

Business Address

Dated:

PERFORMANCE BOND

Complete and return after a Notice to Proceed

KNOW ALL MEN BY THESE PRESENTS,

That we, as Principal, and firmly bound unto the City of Lompoc in the sum of said sum being the amount of the following described contract, to be paid to the said City, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, the City of Lompoc, State of California, by formal action the ___ day of, _____ awarded to said principal a contract for _____ in strict conformity with plan and special provisions, BID NO. _____ and whereas, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW THEREFORE, if the above bounden Principal, his, her or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lompoc, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contractor to the work to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ___ day of, _____, 2004.

_____(Seal)

_____(Seal)

Principal

_____(Seal)

Surety

Address

NOTE: Signature of person executing for the Surety must be properly acknowledged.

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim local vendor preference? _____ yes or no.

City of Lompoc Business Tax License Number:

Business Name, within the City of Lompoc:

Business Address within the City of Lompoc:

Warranty Period: _____(min. 1 yr.)

Delivery time after receipt of order _____/ days.

Non-California Proposers:

Are you registered with the State of California as authorized to collect California State Sales Tax _____ yes or no

California Sellers Permit Registration No. _____ (if applicable)

Do you agree _____/disagree _____ to extend this agreement to other government agencies.

The following discounts will be considered in award of bid:

Discount for award of all items to your firm _____%.

Discount for payment of invoice within 20 days of receipt of invoice _____%.

[NOTE: I have omitted the remaining documents containing the indemnity requirements, general terms and conditions, etc. as these apply only to Lompoc and/or the State of California]

City of Rome, Georgia



Request for Proposal

59-04

Fixed Broadband Wireless Access System (IEEE 802.16 Wireless Metropolitan Area Network)

*City of Rome, Georgia Purchasing Department
P.O. Box 1433
601 Broad Street
Rome, Georgia 30162-1433*

WirelessMAN@romea.us

- **Introduction**

Objective

The **City of Rome, Georgia** (hereinafter referred to as “The City”) intends to upgrade an existing 802.11b wireless network system to a **Fixed Broadband Wireless Access System (IEEE 802.16 Wireless Metropolitan Area Network)** (hereinafter referred to as “The WirelessMAN”) serving remote local government facilities located in **Floyd County, Georgia**. The City herein requests proposals for the installation, testing, acceptance, and warranty of the WirelessMAN described in the attached specifications and drawings by interested persons (hereinafter known as “The Vendor”). Proposal costs shall be all-inclusive, divided according to mandatory and optional requirements, and represent complete installation at the sites shown on the attached drawings and in the attached specifications. The City, to lower costs of proposals, will provide electrical services and may provide the Vendor with access to a city-operated, city-owned bucket truck if needed. Notwithstanding, the Vendor shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the City the WirelessMAN detailed herein.

Schedule of Events

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

Event	Date
Release of RFP to Vendors	7/19/2004
{xe "Bidders':conference"}Vendors' Questions Due AM EDT	7/26/2004 8:00
Answers to Vendors' Questions Posted	7/29/2004
Responses from Vendors Due	8/4/2004 2:00 PM EDT
Evaluation of Responses	8/5-8/11/2004
Contract Award	8/13/2004
Installation Start	8/23/2004
Installation Complete	9/3/2004
End-to-End Testing	9/6-9/8/2004
Review of Testing	9/9/2004
Final Punch List	9/10/2004
Acceptance by the City	9/13/2004

- **WirelessMAN Description of Need**

Overview

Current wireless network

The City currently has in place a line-of-sight 802.11b wireless network with a backhaul unit located on a City-owned tower atop Mt. Alto that provides remote access to the City's LAN for 6 Departments using 2.4 GHz frequency connections. The network is served by older, proprietary technology equipment (BreezeCom Spread Spectrum Ethernet Bridges, **see Appendix C – Current Wireless Environment**) that has proven costly to maintain and unreliable. Additionally, the current wireless network is not routed and takes advantage of hub technology.

Under optimum conditions, the existing wireless network provides connections generally in the 500-800 Kbps range. However, City Departments frequently experience high latency or complete loss of connectivity to the City's network and to the Internet with the current technology. The City Departments connected by the wireless network typically use network intensive applications including Internet access, e-mail, MUNIS (the City's client-server based ERP system), network server shares, Microsoft Software Update Services (SUS), etc.

The City would like to replace the older wireless network with a current, IEEE 802.16 standards based fixed wireless network that would provide a larger coverage area, increase net bandwidth, reduce or eliminate downtime, and provide scalability for future growth. Further, the City desires a WirelessMAN solution which operates in an unlicensed frequency band. The WirelessMAN should contain Quality of Service (QOS) features that will support future services such as voice and video that require a low-latency network.

Wired LAN

Upgrade or replacement of the City's wired LAN is not in scope of this RFP.

Mandatory Requirements

Sites Covered

The proposed **WirelessMAN must provide City LAN access to 5 of the 6 remote Department offices currently served by the existing wireless network** including: Cemetery, Fire Prevention, Stonebridge Golf Course, Landfill, and Waste Water Treatment (**see Appendix C – Current Wireless Environment**). While the existing wireless network serves a 6th department, Transit, fiber optic cable is currently being laid to connect this department to the LAN, so wireless access to Transit is not a mandatory requirement as part of the WirelessMAN.

Below is a table of the sites to be provisioned.

Location	Address	LAT	LONG	Distance from Backhaul*
Mt. Alto Tower (Backhaul – Altitude 1550')	Mt Alto Rd	N34° 13' 35"	W85° 15' 6"	N/A
Water Filter Plant (AP with one pair, single mode cable to wired LAN for data)	Blossom Hill	N34° 16' 14"	W85° 09' 40"	6.00 mi
Cemetery Department	725 Kingston Ave	N34° 15' 52"	W85° 8' 44"	6.60 mi
Fire Prevention	411 East 12 th St	N34° 14' 15"	W85° 9' 56"	4.98 mi
Stonebridge Golf Course	585 Stonebridge Dr	N34° 19' 58"	W85° 10' 53"	8.37 mi
Walker Mountain Landfill	433 Walker Mtn Rd	N34° 11' 45"	W85° 12' 27"	3.29 mi
Waste Water Treatment Plant	212 Blacks Bluff Rd	N34° 13' 40"	W85° 11' 31"	3.41 mi

Note: Coordinates & Distances are approximates.

Connection Speeds

For sites within 7 miles of the Mt Alto Tower, the proposed WirelessMAN must provide **10 Mbps or faster links between each remote location and the wired City LAN**. The City desires 10 Mbps or faster links for sites greater than 7 miles from the Mt Alto tower; however, vendors may propose slower broad band speeds for such remote locations if reasonable network performance can be guaranteed while gaining significant cost savings.

The existing wireless network connects to the wired City LAN via an access point located at the City's Water Filter Plant (**see Appendix C – Current Wireless Environment**). The proposed WirelessMAN must provide a **54 Mbps link from the backhaul/base station to the wired City LAN**. A faster connection to the wired City LAN may be proposed.

Routing

To reduce network traffic, the WirelessMAN must be routed to eliminate broadcast traffic and the associated network problems incurred with hubs.

Security

The WirelessMAN must provide security in the form of IPSec VPN over all the links. The City currently uses SonicWALL P200 appliances for firewall security on the wired LAN and, for maintenance reasons, desires to limit the number of different firewall platforms deployed.

Vendors may propose additional security features if required or recommended.

Monitoring

Vendors must propose centralized network monitoring software and hardware capable of isolating WirelessMAN performance problems. Preferred tools would include remote/web-based monitoring, report generation, automated problem escalation via e-mail, text message, page, or voice response. Server or workstation-based solutions must include hardware recommendations and run on Windows 2003 Server or later or Windows XP Professional or later.

Schedule of Recommended Maintenance

The Vendor will provide a schedule of recommended maintenance for the WirelessMAN. This schedule will include recommended cleaning, calibrating, replacement, or other activities to extend the useful life of the WirelessMAN and the underlying hardware.

Optional Requirements

In addition to the Mandatory Requirements, the City reserves the right to award Optional Requirements. Specifically, ***the City may consider WirelessMAN access to 9 additional City Department sites and generally desires an innovative solution with the flexibility to accommodate unforeseen future demand.***

Sites Covered

Vendors must propose optional WirelessMAN access to 8 Fire Stations and the Police Training Center (***see Appendix C – Current Wireless Environment***). Additionally, vendors may propose solutions which would provide county-wide WirelessMAN access.

Below is a list of sites to optionally be provisioned

Location	Address	LAT	LONG	Distance from Backhaul*
Police Training	2626 Callier Springs Rd	N34° 13' 58"	W85° 8' 46"	6.04 mi
Fire Station 2	1601 Cave Spring St	N34° 12' 48"	W85° 11' 32"	3.51 mi
Fire Station 4	3 Wilshire Road	N34° 15' 34"	W85° 7' 50"	7.28 mi
Fire Station 5	750 John Davenport Dr	N34° 16' 10"	W85° 12' 4"	4.14 mi
Fire Station 6	621 Burnett Ferry Rd	N34° 15' 18"	W85° 14' 17"	2.12 mi
Fire Station 7	85 Woods Road	N34° 16' 8"	W85° 16' 41"	3.30 mi
Fire Station 8	90 Little Texas Valley Rd	N34° 22' 23"	W85° 10' 30"	11.03 mi
Fire Station 9	152 Burlington Drive	N34° 20' 27"	W85° 4' 32"	12.73 mi
Fire Station 10	1522 Wax Road	N34° 9' 0"	W85° 6' 36"	9.66 mi

Note: Coordinates & Distances are approximates.

Also, Fire Stations 1 & 3 are intentionally not listed. Fire Station 1 currently has wired LAN access. Fire Station 3 is on the same network as Fire Prevention which will be connected to the WirelessMAN as part of the Mandatory Requirements.

Connection Speeds

For sites within 7 miles of the Mt Alto Tower, the proposed WirelessMAN must provide **10 Mbps or faster links between each remote location and the wired City LAN**. The City desires 10 Mbps or faster links for sites greater than 7 miles from the Mt Alto tower; however, vendors may propose slower broad band speeds for such remote locations if reasonable network performance can be guaranteed while gaining significant cost savings.

Routing

To reduce network traffic, the WirelessMAN should be routed to eliminate broadcast traffic and the associated network problems incurred with hubs.

Security

The WirelessMAN must provide security in the form of IPSec VPN over all the optional links. The City currently uses SonicWALL P200 appliances for firewall security on the wired LAN and, for maintenance reasons, desires to limit the number of different firewall platforms deployed.

Vendors may propose additional security features if required or recommended.

- **Terms and Conditions of Request for Proposal (RFP)**

Response Submission

Responses to this RFP must be submitted in sealed packages and delivered by either USPS, express delivery, or personally on or before **Wednesday, August 4, 2004, at 2:00 PM EDT**, to:

**City of Rome, Georgia Purchasing Department
P.O. Box 1433
601 Broad Street
Rome, Georgia 30162-1433**

**Attention: William P. Gilliland, Director
RE: WirelessMAN Proposal #059-04**

Submittals must be clearly marked on the exterior of the package "**WirelessMAN Proposal #059-04**".

The response packages will be opened at **2:30 PM EDT on Wednesday, August 4, 2004**. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The City reserves the right to reject all late arrivals. The Vendor must submit **four (4) paper copies** and **one (1) electronic copy on CD-ROM** of the response along with sample installation and maintenance contracts.

Costs Associated with Preparation of the Vendor's Response

The City will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract. All proposals submitted in response to the RFP become the property of the City and will not be returned. Proposals will subject to any applicable Georgia public record laws.

Interpretation and Additional Information

Interpretations, Corrections, and/or Changes

Any interpretation, correction, or change of the RFP will be made by an ADDENDUM published on the **Georgia Procurement Registry** website at <http://www.procurement.state.ga.us>. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Vendors shall not rely upon such interpretations, corrections, or changes. Addenda will be issued as expeditiously as possible. It is the responsibility of the Vendors to download and review any addenda to this RFP. The City reserves the right to reject any Vendor response which does not incorporate requirements or changes issued by addenda.

Questions

Questions regarding this RFP must be submitted via e-mail to WirelessMAN@rome.ga.us prior to **Monday, July 26, 2004 at 8:00 AM EDT**. At the City's discretion, questions arriving after this time may be considered null and void. Responses to all questions received in proper time frames will be posted on the **Georgia Procurement Registry** website at <http://www.procurement.state.ga.us>.

General Conditions

Proposal Binding Period

Prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least ***ninety (90) business days*** from the issuance date of the Vendor's response.

Omissions

Omission in the Vendor's proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, implementation, and warranty of any and all equipment or services.

Acquisition and Ownership

The City's fundamental desire is to purchase (i.e. municipal ownership) the WirelessMAN solely to support existing local government services. Alternate financing methods by which the City would acquire ownership in the proposed WirelessMAN will be considered but not necessarily accepted. ***The City reserves the right to purchase the system outright.***

After completion of the project and acceptance by the City, there should be no recurring costs to the City such as license, access, or rental fees (excluding costs associated to normal wear, tear, and exposure). The Vendor must note exceptions in their price proposal.

Alternate Financing/Business Models

Understanding the City's desire for municipal ownership, Vendors may propose alternate financing/business models including, but not limited to:

Sector Lease-back by Vendor

Vendors may propose pricing alternatives which would enable the Vendor to lease WirelessMAN sectors from the City. Any such proposal must include (1) firewall separation of Vendor sectors from City sectors, (2) service level agreements guarantying the throughput specified herein on City sectors with remedies thereto, (3) compensation to the City in proportion to revenue derived by the Vendor from using the lease, and (4) specification for alternate Internet access required by the Vendor for use of the leased sectors (separate from existing City ISP-provided access).

Co-operative Wholesale

Vendors may propose pricing alternatives whereby the Vendor and the City would cooperatively administer wireless Internet access to the citizens of Floyd County using the WirelessMAN. Any such proposal must include (1) firewall separation of publicly accessible sectors from City sectors, (2) service level agreements for "business-class" connections guarantying the throughput specified herein on City sectors with remedies thereto, (3) compensation to the City in proportion to revenue derived by public use of the WirelessMAN, and (4) specification for alternate Internet access required for use of the public sectors (separate from existing City ISP-provided access).

Grant Funding

Vendors may propose pricing alternatives whereby the Vendor and/or the City would acquire private, Federal, State, or Local grant funding to offset the purchase of the WirelessMAN. Such proposals may necessarily delay the awarding of this RFP pending completion of the proposed grant application process.

{xe "Payment:conditions"}Payment Conditions

{xe "Payment"}Payment shall be made upon acceptance of the job by the City. The WirelessMAN will be deemed acceptable when the Vendor delivers to the City:

- ***Installation of backhaul/base stations, subscriber stations, access points, switches, cabling, and all proposed equipment.***
- ***Successful transmission test results demonstrating connectivity between each wireless link installed.***
- ***Successful transmission test results averaging ≥ 6.0 Mbps net throughput between the farthest sector over a 24 hour time period.***
- ***Successful transmission test results averaging ≥ 40 Mbps net throughput between the proposed backhaul/base station and the existing wired LAN access point over a 24 hour time period.***

Acceptance shall be further defined as beneficial use by the City. Acceptance will be deemed "in full" upon receipt by the Vendor of a Notice of Acceptance issued by the City upon beneficial use and full implementation of the Terms and Conditions and Technical Specifications of the Contract. Upon receipt of the Notice of Acceptance, the Vendor shall notify the City in writing of a release of all liens for all materials and services associated with this project.

Warranty

Unless modified by written contract agreement, materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the Vendor for **two years** from transfer of title against any defects. Defects which may occur as the result of faulty materials or workmanship within two years after installation and acceptance by the City **shall be corrected by the Vendor at no additional cost to the City**. The Vendor shall promptly, at no cost to the City, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within **two years** after completion of the project of which the work is a part. The period of the Vendor's warranty(ies) for any items herein are not exclusive remedies, and the City has recourse to any warranties of additional scope given by the Vendor to the City and all other remedies available at law or in equity. The Vendor's warranties shall **commence with the City's acceptance** of the work.

If the Vendor procures equipment or materials under the Contract, the Vendor shall obtain for the benefit of the City equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

The Vendor shall pass along to the City any **additional warranties offered by the manufacturers**, at no additional costs to the City, should said warranties extend beyond the two-year period specified herein.

This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, or acts of vandalism by the City or anyone other

than employees or agents of the Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Vendor's option, plus the cost of necessary labor. Insurance covering said equipment from damage or {xe "Loss"}loss is to be borne by the Vendor until full acceptance of equipment and services by the City.

Quality and Workmanship

The Vendor agrees that all materials furnished and work performed pursuant to this contract are guaranteed to be (1) of the best quality, workmanship and material of their respective class, (2) free from faulty design, (3) of sufficient capacity and of proper material to satisfy the operating conditions specified, and (4) new and warranted as such by manufacturers. ***Specifically, salvage, remanufactured, refurbished, used or similar equipment will not be used in the WirelessMAN without written authorization from the City.***

Inspection, Acceptance, and Title

Inspection and acceptance will be at respective City sites and upon successful installation unless otherwise provided. ***Title to/or risk of {xe "Loss"}loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by the City, unless {xe "Loss"}loss or damage results from negligence by the City.*** If the materials or services supplied to the City are found to be defective or do not conform to the specifications prior to acceptance, the City reserves the right to cancel the contract upon written notice to the Vendor and return products at the Vendor's expense, based upon the terms of the Contract.

The City shall at all times have {xe "Access"}access to the work wherever it is in preparation or progress, and the Vendor shall provide proper facilities for such {xe "Access"}access and for inspection.

The Vendor shall not close up any work until the City has inspected the work. Should the Vendor close up the work prior to inspection by the City, the Vendor shall uncover the work for inspection by the City at no cost to the City, and then recover the work according to the specification contained herein.

The Vendor shall notify the City in writing when the work is ready for inspection. The City will inspect the work as expeditiously as possible after receipt of notification from the Vendor.

Price Proposals

Vendors are to offer best value based on fixed pricing, fixed deliverables. Price proposals will be divided according to mandatory and optional requirements (***see Appendix B – Price Proposal Template***) and are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Contract Documents. The City will not be liable for any costs beyond those proposed herein and awarded. ***{xe "Time and materials"}Time and materials cost proposals will be unacceptable.*** The successful Vendor will be required to pay all applicable federal, state, and local taxes due by entering this project.

In case of discrepancy in computed proposal prices, the lowest combined value of individual units costs shall prevail.

Price Stability

Contract prices and discounts shall be fixed at the time of contract approval by the City and the Vendor. However, in the event of price changes, replacement {xe "Equipment:replacement"}equipment shall be purchased at ***the lower of contract or then current market price***. In no case shall a price higher than contract price be paid for equipment proposed.

In the event that the City desires to purchase additional equipment or services not contained in the contract prior to acceptance, such purchases will be determined using the Vendor-specified discount rate in the proposal from the manufacturer's suggested retail price as of the date of the order.

In no case shall the price exceed the favored Vendor prices.

Variation in Quantities and Configurations

Equipment and capacity requirements are the best estimates currently available. The City reserves the right to modify quantity and configuration requirements of equipment specified in the contract. The Vendor agrees to sell the City the revised quantity of items at the unit price as stated in the contract regardless of quantity changes prior to acceptance.

Vendor Project Manager

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Vendor Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work. The Vendor Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work.

City Project Manager

The City shall provide a Project Manager who shall act as a single {xe "Point:of contact"}point of contact for all activities regarding this project. The City Project Manager will be responsible for all decisions required of the City and shall coordinate with all departments during installation activities. The City Project Manager will schedule and coordinate inspections between the Vendor and the City.

The Vendor Qualifications

Experience

The selected Vendor shall be fully capable and experienced deploying WirelessMANs as specified herein. To ensure the City has access to future support if needed, the City will contract only with Vendors having a successful history of sales, installation, service, and support. During the evaluation process, the City may, with full cooperation of the Vendors, visit the Vendors' places of business, observe operations, and inspect records. The Vendor must have a ***minimum of five (5) years of experience***.

Registered Professionals & Certifications

The City may award additional evaluation points to Vendors who will assign project responsibility to a ***RCDD® (Registered Communications {xe "Distribution:designer, registered communications (RCDD)"}Distribution Designer)*** and installation

responsibility to **BICSI Registered Installers and Technicians**. Similar national accreditations or certifications may also be considered.

References

The City may, with full cooperation of the Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the Vendors; however, the Vendor personnel shall not be present during discussions with references.

Prime Vendor

In the event multiple {xe "Vendor:responsibilities"}Vendors submit a {xe "Joint response"}joint response to this RFP, a single Vendor shall be identified as the Prime Vendor. Prime Vendor responsibilities shall include performing overall project {xe "Administration:project"}administration and serving as a focal point for the City to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at the City meetings, and oversee preparation of reports and presentations. Prime Vendor shall also prepare and present a consolidated invoice for work performed. The City shall issue only one (1) check for each consolidated invoice. ***The Prime Vendor shall remain responsible for performing tasks associated with installation and implementation of Prime Vendor's portion of the contract.***

Equal Employment Opportunity

In connection with the execution of this Contract, the Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

Compliance with Laws and Regulations

The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the City, all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith.

{xe "Federal:communications commission"}Federal Communications Commission

Equipment requiring {xe "FCC:registration"}FCC registration or approval shall have received such approval and shall be appropriately identified.

Codes, Standards, and Ordinances

All work shall conform to the latest edition of the {xe "National:electrical code"}National Electrical Code®, the Building Code, and all local codes and ordinances, as applicable. {xe "TIA/EIA:documents 568 and 569"}{xe "TIA/EIA:documents 568 and 569"}{xe "ANSI/TIA/EIA-568-A"}ANSI/TIA/EIA-568-B.1 through ANSI/TIA/EIA-568-B.3, NECS/BICSI-568 and ANSI/TIA/EIA-569-A shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications

Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

Safety

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

Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless the City and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or nonpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Indemnification

The Vendor shall indemnify and hold harmless the City, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by the City, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless the City, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the City’s option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City which may result from the operations and activities under this Contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Liability and Insurance

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

Insurance Coverage

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker's Compensation, and Employer's Liability Insurance as will assure to the City the protection contained in the foregoing indemnification provision undertaken by the Vendor. Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the City and shall contain as a minimum, the following provisions, coverages, and policy limits of liability.

General Liability

General Liability Insurance shall protect the City, the Vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence combined single limit bodily injury and {xe "Property:damage"}property damage, and an amount not less than Two Million Dollars (U.S. \$2,000,000.00) for damages on account of all occurrences.

Product Liability

Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.

Proof of Insurance

The Vendor shall furnish to the City a Certificate of Insurance or duplicate policies of insurance described above which specifically protect the City. This will be accomplished by naming the City as a named insured under the policy and by providing an endorsement under the terms of which the insurer specifically agrees not only to pay any claims incurred by or resulting to the City, but also agrees to enter a defense on behalf of the City. The defense includes any and all suits or actions, in which the liability of the City is vicarious and is predicated upon allegation of some act of omission by the Vendor, subcontractor, or his or her agents. This proof shall be received within two (2) working days after notice of award. Purchase order(s) will not be issued until Certificates of Insurance are received.

Such certification must contain a provision for notification of the City thirty (30) days in advance of any material change in coverage or cancellation. Notification shall be in writing and signed in ink by a duly authorized officer of the Insurer.

Insurance Companies are subject to approval and may be rejected by the City without stated cause.

Claims

In any and all claims against the City, or any of their agents or employees by any employee of the Vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph [2.3.19](#) shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

Bonding

Performance and Payment Bond

Within two (2) working days after notice of award, the Vendor is required to have a valid Performance and Payment Bond in force covering the work performed up to the acceptance by the City. The Bond must be in the amount of one hundred (100) percent of the Contract amount, guaranteeing to the City the completion and performance of the work covered in such as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of the project. Such Bond shall be in a form and with a surety acceptable to the City and shall provide for the protection of all persons supplying labor or materials used for the performance of the work. Purchase order(s) will not be issued until 100 percent payment bond is received.

The Vendor agrees to keep such Bond, or a replacement thereof, in force at all times during the course of the performance under this project. In addition to the foregoing requirements, such bond shall contain the provision, whether by attaching endorsements or supplemental agreements, guaranteeing to the City the successful completion of the project. The Vendor may comply with the requirements of this provision by causing said Bond to specifically name the City as one of the parties to whom the protection afforded by said Bond is extended or as an alternate, may furnish the City with a separate Performance Bond meeting the same criteria.

Qualification of Surety

The Performance and Payment Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Georgia and having a resident agent in the City. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, Current Revision.

Response Security

A Surety Bond, Certified Check, Cashier's Check, Treasurer's Check, or bank draft of any State or National Bank representing five (5) percent of the total amount of the Vendor's response must accompany the response package. The bonding company must appear on the U.S. Treasury list. Proposal securities will be retained until after award. No response will be considered unless response security is submitted with the response package.

Release of Lien

Request for payment must be accompanied by a Contractor's Affidavit and Certificate to be executed with the Purchase Order.

Failure to Complete and Liquidated Damages

Because the actual damages for delay in completion are impractical to determine, the successful Vendor and its sureties shall be liable for and shall pay to the City stipulated and fixed, agreed, and liquidated damages the sum of Five Hundred Dollars (U.S. \$500.00) for each calendar day of delay beyond the scheduled implementation date until all work is completed and accepted.

Bid Evaluation

Bids will be evaluated based on the following criteria:

Completeness of proposal

Vendors must submit proposals which address all Mandatory and Optional Requirements. (10 points)

Approach to Project

Vendors will be evaluated on the quality of analysis and project planning demonstrated in the response. (10 points)

Contractor qualifications

All contractor qualifications must be documented by resumes and copies of appropriate certifications/licenses. (10 points)

Price

Vendors must provide price proposals for both Mandatory and Optional Requirements. (10 points)

References

The Vendor must provide a minimum of **three (3) reference accounts** at which similar work, both in scope and design, have been completed by the Vendor within the last two (2) years. (10 points)

Right to Reject

The City reserves the right to reject any or all proposals, to evaluate proposals, to negotiate additional terms, and to accept any proposal, which, is in the best interest of the City. The City reserves the right to award to other than the lowest cost proposal, based on established criteria. Responses should initially be submitted with the most favorable terms that the Vendor can propose. A best and final offer process may not be performed.

Cancellation

In the event provisions of the contract are violated by the Vendor, the City may give written notice to the Vendor stating the deficiencies. Unless deficiencies are corrected within five (5) working days, recommendations will be made to the City for immediate cancellation. The City reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.

Governing Laws

The laws of the State of Georgia shall govern this contract.

Contract Format

The RFP and successful proposal will form the basis for a contract between the City and the successful Vendor unless the City and an authorized representative of the successful Vendor mutually **agree in writing to modification or waiver** of any part of the contract.

Advertising

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of the City.

Special Conditions

Business Continuity

The City's existing wireless and wired network provide service to each Department of the City. Such department users include administrative offices, public safety, public works, engineering, landfills, and water/sewer facilities. As such, network activities in all buildings are critical to the provisioning of services to the Citizens of Rome and shall not be interrupted by the Vendor's work activities.

The computer systems associated with this work will not be taken off-line or removed from service during normal working hours (8 AM to 5 PM EDT, Monday through Friday) without prior approval from the City. Arrangements must be made in advance by the Vendor to coordinate any work which may adversely affect the City's live network & related systems.

The Vendor will be required to work around all of the conditions listed above, as well as working with the City staff to minimize disruptions to normal local government activities.

IEEE 802.16 and WiMAX

Vendors will propose equipment, materials, and designs which leverage the IEEE 802.16 Standard for Broadband Wireless and "pre-WiMAX" structured compliance procedures. The City reserves the right to reject any proposal which does not comply with the stated standards.

Aesthetics

Antennas and radios that may be mounted to City buildings shall not impact negatively the appearance of such buildings and whenever possible shall not be visible to the public.

• Proposal Format

Separate technical and price proposals must be submitted. Vendors will complete **Appendix A – Technical Proposal** Template and **Appendix B – Price Proposal** Template as part of the response package.

Muskegon County, Michigan

...In partnership with the Michigan Broadband Development Authority, the Michigan Economic Development Corporation and the Michigan State Housing Development Authority

Request for Proposals

Digital Divide Investment Program

DIGITAL DIVIDE INVESTMENT PROGRAM
Muskegon County
Request for Proposals

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Digital Divide Investment Program (DDIP)
Muskegon County Request for Proposals (RFP) Response Form

The DDIP is intended to mobilize broadband investment in geographic regions where high-speed Internet service may not be available or where such service is unaffordable for the average low to moderate income (LMI) household. Lowering end-user monthly service costs will increase broadband adoption rates in LMI communities. Increasing broadband adoption rates in LMI communities is the ultimate goal of the DDIP.

1.0 Funding Opportunity Description

This Request for Proposals is intended to solicit applications from for-profit broadband service providers for Muskegon County (the “investment area”) including the following local communities: The Townships of Cedar Creek, Egelston, Holton, and Moorland as well as the Village of Lakewood Club (the “eligible grant communities”). Proposals should address broadband network plans for the entire investment area (i.e., the entire county) as well as for each of the eligible grant communities within the county. Failure to include plans for the entire investment area will disqualify applicants.

1.1 Program Summary and Background

The State of Michigan is using a portion of its statewide CDBG allocation for the implementation of this new Digital Divide Investment Program (DDIP). Muskegon County has been selected as one of the first locations for program implementation. DDIP awards encompass two connected elements. First, a Michigan Broadband Development Authority (MBDA) loan will be provided to support the winning vendor’s costs for installation of their broadband network in the entire investment area. A vendor is subject to all MBDA underwriting standards. Loan qualification will be made at the sole discretion of the MBDA.

There is no cap on the size of the loan that can be obtained from the MBDA for qualifying vendors, so long as the business plan and financial well being of the applicant can support it. Second, once the network is up and running in the eligible grant communities, a grant for the expenses associated with the eligible grant communities therein will be provided in a lump sum payment to the vendor.

The size of this grant is based on the percentage of low and moderate income (LMI) households likely to subscribe to the selected vendors service. The State has completed a survey of the eligible grant communities for this purpose. Results of this analysis are provided below and in Appendix A to this solicitation.

1.2 Grant Size Determination

To determine the maximum grant available to the winning vendor, the number of likely LMI subscribers identified in the aforementioned survey is multiplied by the average expenditure associated with connecting a household in the eligible grant community. The maximum multiplier (connection expense) is \$2,000. All such expenses must be documented and verified in written format. These expenditures can include last mile and customer premise equipment expenses as well as an allocable portion of local loop and/or backhaul fees that support service in the eligible grant communities.

Based on the survey of eligible grant communities for this solicitation, 1,108 LMI households

indicated they would be likely to purchase broadband service if offered at \$25. An even larger number indicated they would subscribe if offered at lower prices, but this number was utilized for determining grant size (see explanation below in section 1.4).

The maximum grant available for this solicitation is \$2,216,000 (1,108 households x \$2,000). If, however, the winning vendor's average customer expenditure is \$500 per subscriber in these communities, the actual grant would equal \$554,000 (1,108 households x \$500). Said another way, the grant amount will vary and the specific amount will depend upon the technology used by the winning vendor and the geography and density of the eligible grant communities.

The results of the aforementioned survey are attached as Appendix A to this solicitation.

1.3 The "Investment Area" for this solicitation:

Muskegon County in its entirety.

1.4 The "Eligible Grant Communities" for this solicitation:

There are five "5" eligible grant areas within Muskegon County. They are: the Townships of Cedar Creek, Egelston, Holton, and Moorland as well as the Village of Lakewood Club. There are 6,855 households in these communities. Given the fact that 52.1 percent of these households are defined as being LMI, roughly 3,574 can be defined as low to moderate income. 31 percent of the households in the eligible grant communities indicated they would purchase broadband if offered at \$25 per month. Therefore, for purposes of determining the grant size for this solicitation, the State has concluded that 1,108 LMI households will subscribe to the winning vendor's broadband service.

Note: This in no way assumes that the winning vendor will offer service at \$25 per month. The winning vendor may very likely offer service below this price threshold. In fact, the attached *survey indicates that 58 percent of all households will subscribe to broadband service if offered at \$15 per month. However, to establish a conservative estimate of LMI impact and to better ensure that LMI households would account for an allocable proportion of program expenditures, the State chose these higher price/lower penetration numbers to determine grant size parameters. Also, this pricing is for residential customers only. Market pricing for business customers is left up to the discretion of the service provider.*

1.5 Program Funding Priorities

Vendors are asked to identify their expenditures and outline the type of connections and new investment necessary for them to extend broadband service to households in the *investment area*—breaking out and allocating separate costs for the *eligible grant communities*. Selection, in part, will be determined by the proposed monthly end user charges along with estimated quality of service, marketing plans for LMI households and total project investment among other factors. Selected vendors must also guarantee a monthly user price ceiling to residential customers only for at least 3 years (from the date service is activated in the entire investment area). Failure to maintain such a residential price ceiling will result in breach and require the vendor to return all grant and loan monies in full.

2.0 Loan Application

To qualify for this grant program, an MBDA loan application (for the capital needs of the *investment area*) must be received by the MBDA. A copy of the Investment Area Loan Application can be found in *Appendix B*. It can be accessed electronically at www.broadbandauthority.org.

NOTE: Applicants must submit an application for MBDA financing in addition to submitting the DDIP proposal to the County.

To assure confidentiality, the Investment Area Loan Application should be sent separately to the Michigan Broadband Development Authority—see Section 4 below.

3.0 Award Information

One hundred percent of the connection expenses associated with bringing service into an *eligible grant community* and LMI residences are potentially reimbursable. These expenditures can include last mile and customer premise equipment expenses as well as an allocable portion of local loop and/or backhaul fees that support service in the *eligible grant communities*. A lump sum reimbursement will be made based upon the survey information for these communities as outlined above.

3.1 Grant Award Amount/Loan Award Amount

The maximum eligible grant award shall not exceed \$2,216,000. The anticipated loan amount would, at a minimum, equal the amount proposed by the vendor as new investment in the entire *investment area*. However, since the MBDA has the ability to lend for other purposes (refinancing etc.) the loan amount could be higher. There is NO cap on the loan amount a vendor may receive.

3.2 Type of Funding Instrument(s)

The funding instrument will be in the form of an MBDA “*Investment Area*” loan and subsequent CDBG reimbursement for “*Eligible Grant Communities*” that lie within the “*Investment Area*.”

3.3 Eligibility Information

Eligible applicants include for-profit telecommunications providers of any kind, including but not limited to local exchange carriers, cable companies, satellite companies, wireless Internet service providers, or broadband over power-line carriers.

3.4 Cost Sharing

Grant recipients under this program will be required to secure initial capitalization via an MBDA loan (which may also require an appropriate equity contribution depending upon the financial condition of the borrower) for all costs associated with constructing or upgrading their broadband network in the *investment area* and *eligible grant communities*. See MBDA loan application for additional loan eligibility requirements with regard to financial requirements (e.g., owner equity and other balance sheet items).

4.0 DDIP Proposal AND Loan Submission Information

Applicant Submission:

Completed DDIP Proposals (original, signed and in hard copy) must be received at the following address no later than 3:00p.m. Eastern Standard Time on Friday, January 14, 2005:

Lynn Zatalokin
Muskegon County Purchasing Office
Central Services Building
141 East Apple Avenue
Muskegon, MI 49442
231.724.6520

NO LATE DDIP PROPOSALS WILL BE ACCEPTED

and

Completed Loan Applications (original, signed and in hard copy) must be received at the following address no later than 3:00p.m. Eastern Standard Time on Friday, January 14, 2005:

Robert Filka
Chief Operating Officer
MBDA
735 E. Michigan Avenue
Lansing, MI 48912
517.241.2121

NO LATE LOAN APPLICATIONS WILL BE ACCEPTED

Please note: We cannot ensure protection of sensitive loan application information unless the loan application is sent separately and directly to Robert Filka at the address above.

DEADLINE : Both proposals and loan applications must be received at the above addresses no later than 3:00p.m. Eastern Standard Time on Friday, January 14, 2005. NO LATE PROPOSALS OR LOAN APPLICATIONS WILL BE ACCEPTED.

4.1 Vendor Inquiry Mechanism

All questions must be submitted electronically. They must be e-mailed to the following address: digitaldivide@co.muskegon.mi.us no later than December 10, 2004. All questions and answers will be posted at:

5.0 Content and Form of DDIP Proposals:

All proposals must be submitted in hard copy form. Please submit one (1) original and three (3) copies of materials as outlined above. Each proposal must contain the following required elements:

I. Company Name (signature of company officer authorizing submission)

II. Company Address

Street:

City:

State:

Zip Code:

Phone:

Fax:

III. Company Lead Contact

Name:

Title:

Direct Phone:

Email:

Fax:

IV. Detailed Project Description—this should include:

- Executive Summary/Project Narrative
- Company background
- Map
- Detail type of technology to be used
- Equipment vendors
- Specific equipment list for proposed project grid
- Speeds/capacity of services to be provided
- Detailed network architecture
- Continuing support and maintenance

V. Estimated Project Budget -- A standardized budget form (*Appendix D*) is attached.

- Provide estimates for entire *investment area*.
- Breakout specific information pertaining to costs associated with *eligible grant communities*.
- In instances where backhaul or other costs are supporting both *eligible grant communities* and non-eligible grant areas, allocate or distinguish the portion of such costs associated with each.
- Provide timeline for completion, assuming award notification in mid- to late-February '05. Detail any constraints or timing issues that could impact installation.

VI. Pricing

- Describe end-user pricing plans for the entire investment area and how long you are willing to make service available at these prices if you are awarded a grant and loan via DDIP.

VII. Describe plans for LMI customer marketing and retention.

NOTE: If applicant does not submit a complete loan application to the MBDA, the applicant's DDIP Proposal will be rejected.

5.1 Confidentiality Request—FOR LOAN APPLICATION ONLY

Because of the high level of public interest in projects supported by the CDBG program, the MBDA anticipates receiving requests for copies of successful applications. Applicants are hereby notified that the applications they submit are subject to the Michigan Freedom of Information Act (FOIA). To apply for confidentiality protection from the MBDA in accordance with the provision of section 6 (7) of the Michigan Broadband Development Authority Act for "trade secrets, commercial, financial or proprietary" information submitted to the Authority, you must complete the form (Appendix C) to specifically identify all information sought to be protected. Requests that identify the "entire application or proposal" will not be granted protection.

If an entire document is requested to be granted confidentiality (such as an audit report or pro forma financial statements) it is not necessary to highlight or mark the entire record, however, the document should be specifically listed below and the category of its confidentiality indicated.

If the project is approved, and the financing is provided through either the issuance of taxable or tax exempt bonds offered through a public offering or a private placement, certain information may be deemed material and will be required to be disclosed in order to successfully market the offering.

Applicants should also note that the above process applies only to confidentiality requests and FOIA requests submitted to the MBDA. These requests made to the applicable unit of general local government, other state agencies and the federal government will likely be responded to in a manner that differs significantly from the above. Therefore, your loan application should only be submitted to the MBDA.

6.0 Proposal Review Criteria

A selection committee comprised of representatives from the designated county, MEDC, MBDA and MSHDA will analyze And rate each proposal using the following criteria.

- Monthly end user rates
- Quality of service in terms of capacity and speeds to end users
- Plan for marketing services to LMI households
- Project feasibility
 - proposed technology solution/network capacity for the region
 - financial viability of the vendor and ability to pay back MBDA loan
- Project budget
 - ability to allocate and clearly distinguish eligible grant area costs
- Total investment leveraged by grant

7.0 Award Notices and Timeline

The selected vendor(s) will be notified in writing by the Michigan Broadband Development Authority and Muskegon County. It is anticipated that such notification will be provided in February 2005.

RFP Issued	November 1, 2004
Questions Due	December 10, 2004
DDIP Proposal and Loan Application Due	January 14, 2005
Vendor Selected	February 11, 2005

8.0 Final Review Process

Dependent upon the nature of responses to this RFP, the DDIP Review Team may include a verification process with applicants before making a final vendor selection.

8.1 Right to Accept/Reject Proposals

The Board of Commissioners of Muskegon County reserves the right to accept or reject any or all proposals, or to withdraw or cancel this RFP at its discretion at any time prior to the execution of a contract, or to waive any minor or technical deviations as it may deem fit and proper. It also reserves all rights granted to it by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of Muskegon County.

9.0 Administrative and National Policy Requirements

Standard rules governing the use of Community Development Block Grant(CDBG) will be followed. These include but are not limited to those listed below.

9.1 Environmental Review

Prior to the commitment of any project funds, incurring any project costs, and state disbursement of grant funds, the Grantee (Muskegon County) shall submit to the State CDBG Grant Administrator (MBDA) a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator of the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. Project costs include costs to be paid by grant funds or other local, public or private funds.

9.2 Federal Labor Standards

If the project involves construction activities using grant funds, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed in whole or in part with CDBG funds. Such approval must be secured prior to state disbursement of grant funds for relevant construction activities.

If the project involves the installation of machinery and/or equipment purchased with CDBG funds, and the cost to install the machinery and equipment is more than incidental (13% or more of the cost of the equipment), then federal labor standards will apply to the installation. Prior to disbursement of CDBG funds, the Grantee shall submit documentation indicating whether the cost of equipment installation is more than incidental. If the cost to install equipment is more than incidental, the Grantee shall provide evidence of compliance with federal labor standards. Please see www.access.gpo.gov/davisbacon/ for prevailing wage rates.

9.3 Uniform Relocation Act

If the project involves acquisition of private real estate, permanent easements or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to state disbursement of grant funds for acquisition or relocation.

9.4 Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 Equal Opportunity/Affirmative Action

Muskegon County operates on an equal opportunity/affirmative action basis in its quoting policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-1.4, Revised Order No. 4). Quoting is open to all interested parties in compliance with National, State and Local Laws.

APPENDIX A

**Michigan Broadband
Development Authority
and
Michigan State Housing
Development Authority**

Survey of Potential Broadband Customers

EXCERPTED

Telephone Survey

A telephone survey was developed by Public Policy Associates, Incorporated (PPA) and administered by Team Telcom, a contractor in East Lansing. The survey was very brief, lasting less than five minutes. Survey participants were selected via random digit dialing. Using the area code and prefixes of targeted townships within each county, the final four digits of working telephone numbers were selected at random. Of the 800 responses to the telephone survey:

- Fifty percent were located in Muskegon County and the other fifty percent were in Marquette County.
- In Muskegon County, the townships targeted were Cedar Creek, Egelston, Holton, Lakewood Club, and Moorland.
- In Marquette County, the townships targeted were Ewing, Michigamme, Republic, Wells, and West Branch.
- Survey results for Marquette and Muskegon were virtually identical. No survey items showed significant statistical or practical differences between counties. Therefore, results for most survey items are presented “overall.” A breakdown of survey results by county is provided in Appendix A.

First, survey participants were asked whether they had computers and access to the Internet at home. Their responses are shown below in Figure 1.

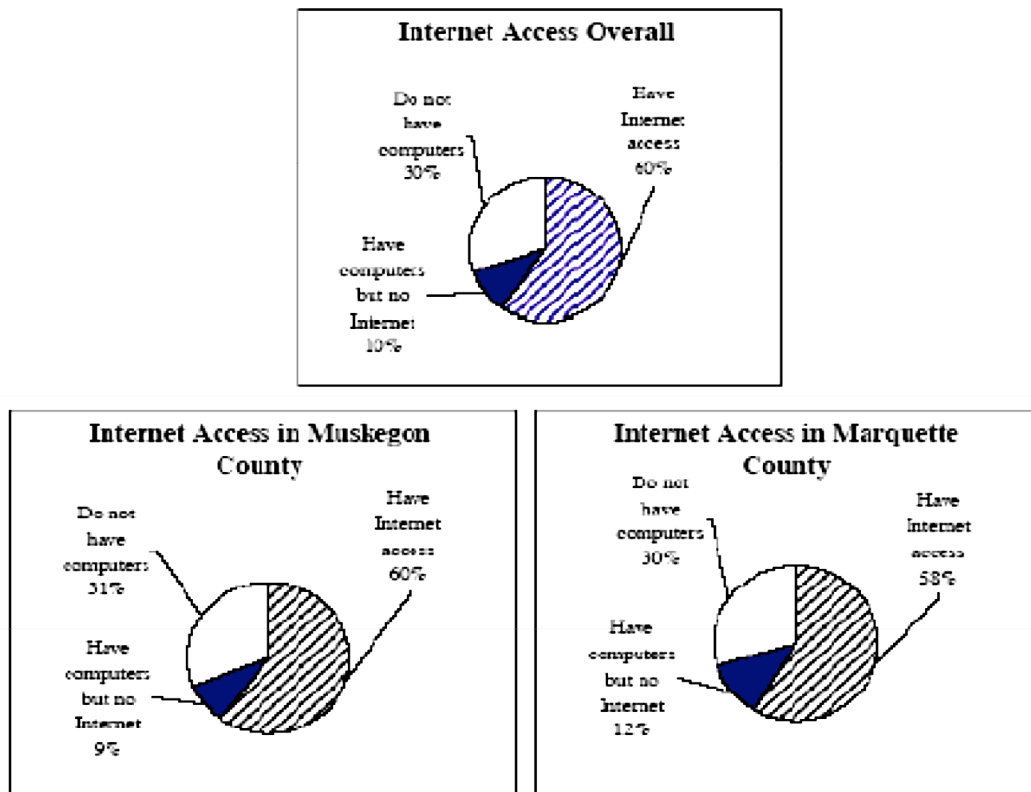


Figure 1

- + Overall, 60% reported having Internet access (60% in Muskegon, 58% in Marquette).
- + Ten percent reported having computers, but no Internet access (9% in Muskegon, 12% in Marquette).
 - Among those who did not have Internet access, 47% plan to get a connection in the next year. Of those, 33% plan to get high-speed Internet, 23% plan to get dial-up connections, and 36% are not sure.
- + Thirty percent reported having no computers (31% in Muskegon, 30% in Marquette).
 - Among those who did not have computers at the time of the survey, 17% plan to get computer sometime in the next year. Of those, 33% plan to get high-speed Internet, 15% plan to get dial-up connections, and 48% are not sure.
- + As Figure 1 illustrates, results for Muskegon and Marquette were nearly identical.

Next, those participants who reported having Internet access were asked what type of connections they had, and how much they currently pay for Internet service. Their responses are shown in Figure 2, below.

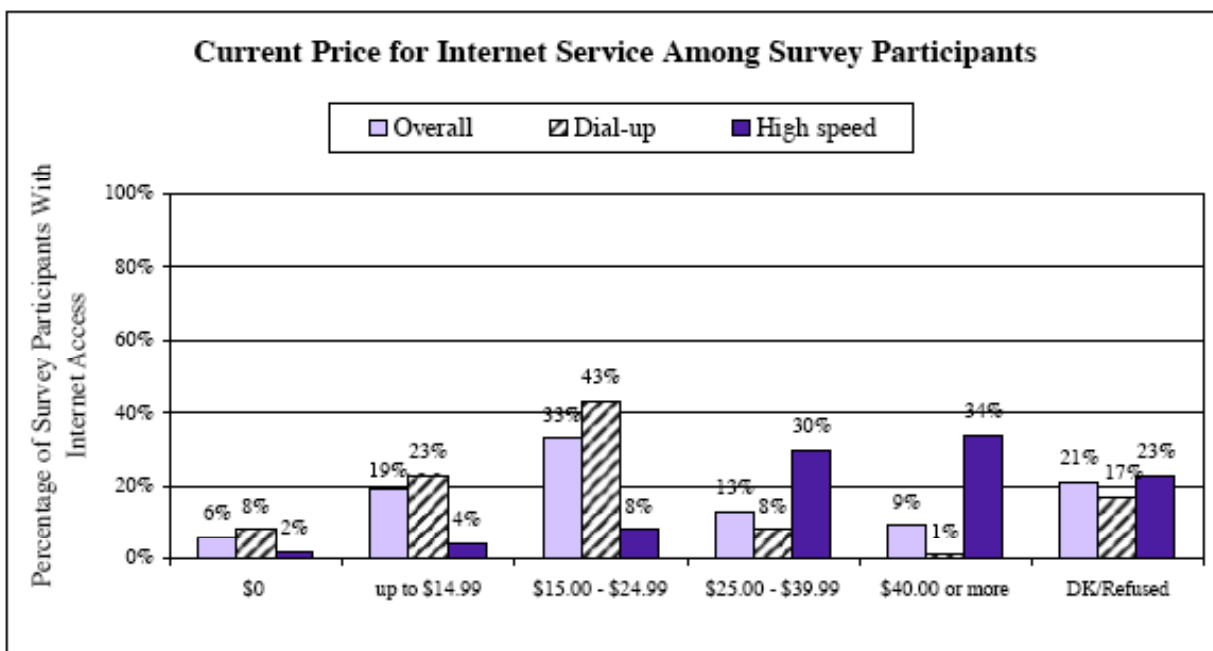


Figure 2 Note: Totals may exceed 100% due to rounding.

- + Overall, most of the respondents who told surveyors the current price of their Internet service pay between \$15.00 and \$24.99 (33%), \$14.99 or less (19%), or \$25.00 to \$39.99 (13%).
- + Survey participants with high-speed connections paid more than those with dial-up; most were either \$40.00 or more (34%), or \$25.00 to \$39.99 (30%).
- + Dial-up customers most often paid between \$15.00 and \$24.99 (43%), or \$14.99 or less (23%).
- + Twenty-four percent of participants overall reported having high-speed connections (27% in Muskegon and 21% in Marquette), meaning DSL, cable, T1, satellite, or wireless service.

Survey participants were asked if they would be likely to subscribe to broadband Internet service if it cost \$15.00, \$25.00, or \$35.00 per month. Their responses are shown in the following graphs in aggregate form, and are broken

down by participants who currently have Internet access, those who have computers but no Internet connections, and those without computers.

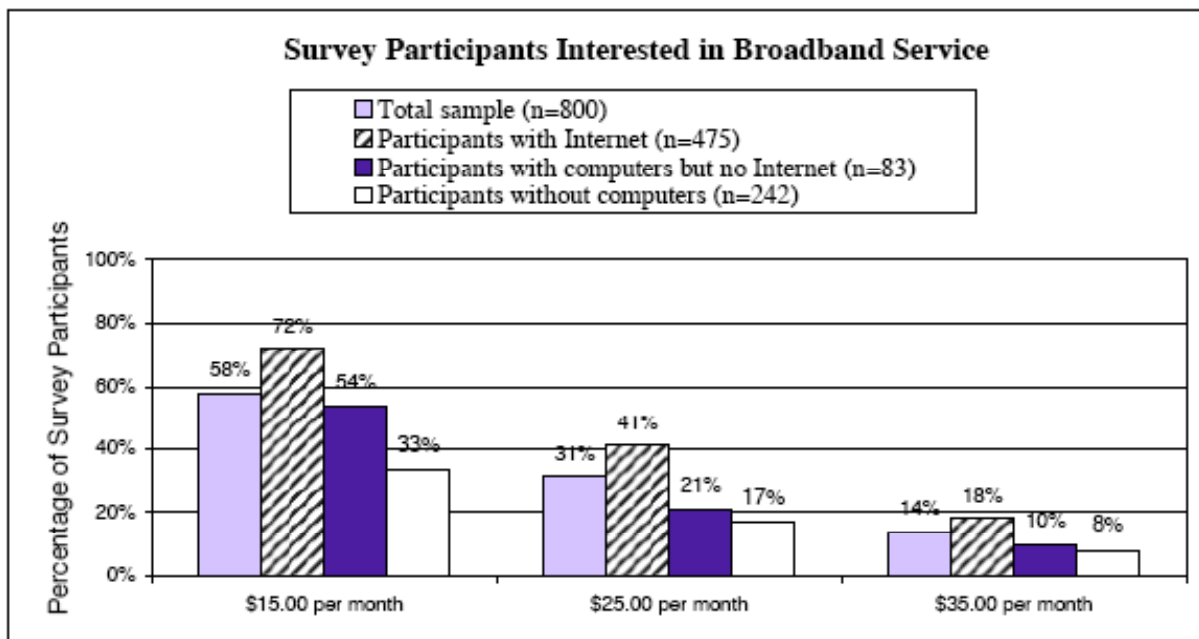


Figure 3

Note: Totals may exceed 100% due to rounding.

- + Overall, survey participants were most likely to report that they would be interested in broadband service if it cost \$15.00 per month.
- + Participants who already subscribe to Internet service were the group most likely to be interested in Broadband service at any price. However, over half of those with no Internet (54%) and a third of those with no computers (33%) would be interested in broadband service that cost \$15.00 per month.
- + Thirty-one percent of the total sample reported that they would be interested in broadband service if it were offered at \$25.00 per month (41% of those with Internet, 21% of those with computers but no Internet, and 17% of those with no computers).
- + Only 14% of the total sample reported that they would be interested in broadband service if it were offered at \$35.00 per month (18% of those with Internet, 10% of those with computers but no Internet, and 8% of those with no computers).

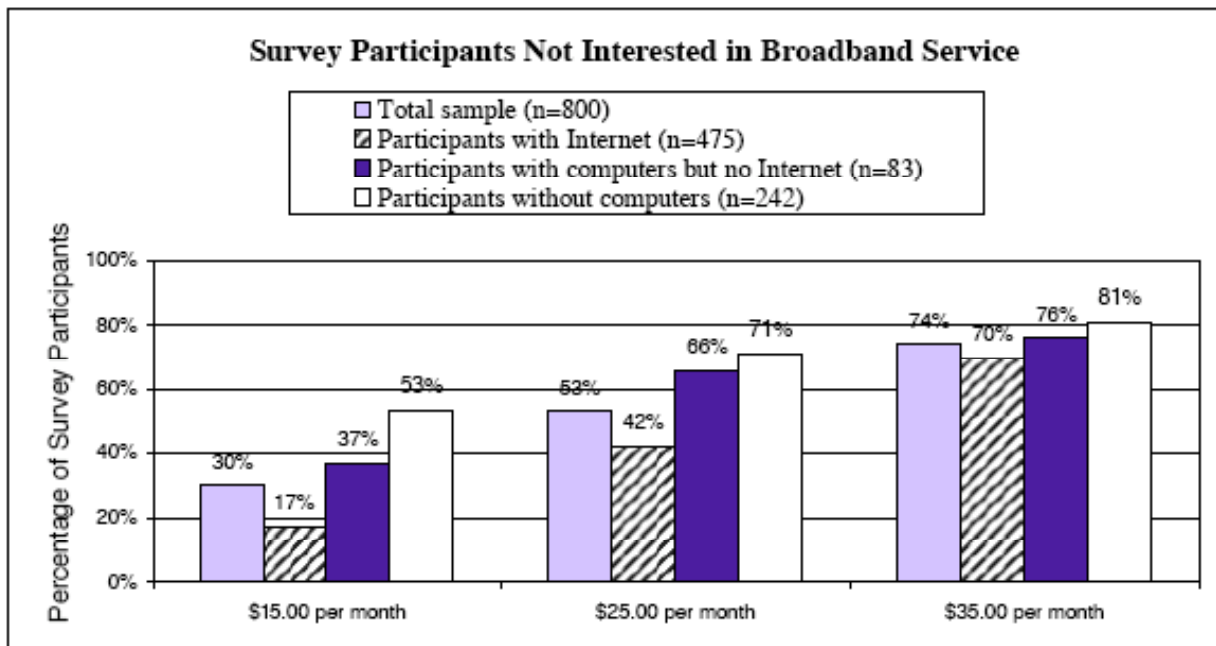


Figure 4

Note: Totals may exceed 100% due to rounding.

- + Similarly, survey participants were most likely to report not being interested in broadband service that cost \$35.00 per month.
- + Again, although current Internet users were the most likely to be interested in broadband service, participants without current Internet connections or computers also showed significant interest if the service were offered a low enough price.
- + Note that among the survey participants who did not indicate interest in broadband service (i.e., failed to provide a “yes” or “probably” response on the survey) not all reported that they would explicitly *not* be interested.

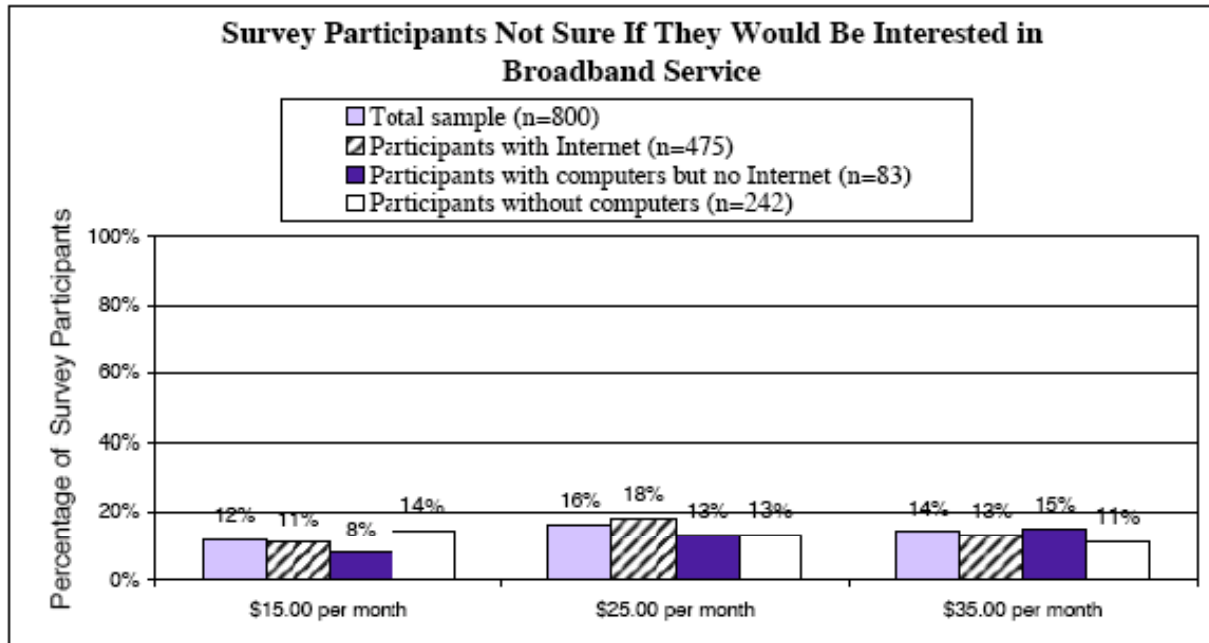


Figure 5

Note: Totals may exceed 100% due to rounding.

- + An average of 14% of participants overall were not sure whether they would be interested in broadband. This figure did not vary much, regardless of the price suggested or the participant’s current level of available technology.
- + It is possible that the “not sure” group responded this way because they were wary of telemarketers or not very familiar with broadband (although surveyors were armed with definitions and examples to provide when necessary).

In order to avoid bias based on the order of prices read to participants, surveyors were instructed to rotate the order in which they asked the questions. That is, on the first call the surveyor would ask the price questions in ascending order (\$15.00, \$25.00, \$35.00) then on the subsequent call the surveyor would ask the price questions in descending order (\$35.00, \$25.00, \$15.00). Surveyors also marked whether they had asked the price questions in ascending or descending order so that comparisons could be run later in order to account for any differences. The similar proportions of ascending and descending surveys (46.5% and 53.5%, respectively) balance the bias that may have occurred had the order been uniform in the survey.

- + Those who were read the prices in ascending order were somewhat more likely to report that they would be interested in broadband for \$15.00 or \$25.00 per month than were those who were read the prices in descending order (there was no difference in interest for \$35.00 service). It appears that, in this case, starting with a low price is more attractive to potential customers than presenting a high price and working downward.

Conclusions

Succinctly, the survey results do establish that there is interest in discounted broadband Internet service in Muskegon and Marquette Counties. Not surprisingly, interest increases as the service gets cheaper. Indeed, 58% of the total sample reported interest in broadband at a cost of \$15.00 per month. Higher priced service evokes lesser interest. It appears that the greatest contingent of potential broadband customers are those who already have Internet connections; however, significant proportions of those without Internet or computers also showed interest in \$15.00 and \$25.00 broadband service.

According to U.S. Census data, in 2000 there were approximately 63,300 households in Muskegon County and 25,767 in Marquette County. Table 1 shows the number of potential new broadband customers that could result if all of the customers who expressed interest in broadband actually paid for the service when it was available (assuming that the survey participants accurately represent the regions).

Table 1: Estimated Potential Broadband Customers for Each County

		\$15.00 Broadband Service	\$25.00 Broadband Service	\$35.00 Broadband Service
Muskegon (63,300 households)	Percentage interested	56%	30%	13%
	Number of potential new customers	35,448	18,990	8,229
Marquette (25,767 households)	Percentage interested	61%	33%	15%
	Number of potential new customers	15,718	8,503	3,865

APPENDIX B

[The loan application is omitted from this copy. Please go to <http://www.co.muskegon.mi.us/digitaldivide/rfp.htm>]

APPENDIX C



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
MICHIGAN BROADBAND DEVELOPMENT AUTHORITY
LANSING

JAMES W. BUTLER, III
VICE PRESIDENT

Confidentiality Request and Questionnaire

Instructions: To apply for confidentiality protection in accordance with the provision of Section 5 (7) of the Michigan Broadband Development Authority Act for "trade secrets, commercial, financial or proprietary" information submitted to the Authority you must complete this form and specifically identify all information sought to be protected. Requests that identify the "entire application or proposal" will be rejected.

You must identify specifically the document or record that contains a trade secret, commercial, financial or proprietary information. In addition, you must specifically identify the material, information or data within that document you consider to be confidential by highlighting or other method of marking so as to clearly indicate each portion of the record you are requesting to be held confidential with a marginal note designating which category is applicable to each item such as "trade secret", "commercial data", "financial data", or "proprietary information".

If an entire document or exhibit is requested to be granted confidentiality (such as an audit report, or pro forma financial statements) it is not necessary to highlight or mark the entire record, however, the document should be specifically listed below and the category of its confidentiality indicated.

Notwithstanding any grant of confidentiality, if the project is approved by the Authority and financing is provided through either a public offering or private placement, certain information will be deemed material and required to be disclosed in order to successfully market the offering.

Any questions regarding the utilization of this form and the confidentiality provisions of the Act should be directed to Chris LaGrand, Director of Legal Affairs at (734) 214-1387.

Application

The undersigned company, business or individual is applying to the Authority for financing assistance and requests confidentiality for the records, documents and information recited below. The individual signing this application has reviewed the documents attached hereto and submitted to the Authority and is familiar with their content.

Applicant: _____
 DBA (if different): _____
 Contact Person: _____
 Title: _____
 Business Address: _____
 Phone: _____
 Fax: _____

B. Identify each individual record that you assert contains trade secrets, commercial, financial or proprietary material, information or data. If the entire document (such as a customer list or financial statements) is claimed to be confidential you must indicate that fact and list the category applicable. If the entire document does not contain confidential information you must highlight or mark those portions you believe to be confidential and list the applicable category of confidentiality.

Document	Description of Material	Category
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

C. Is this information submitted in connection with an application for Authority financing?

Yes ___ No ___

D. Has this information or any of the records or documents listed in paragraph B been released, filed for record or otherwise disseminated to the public?

Yes ___ No ___

If Yes, please describe the organization to which the document has been disseminated by placing the document number next to the appropriate body and indicate whether or not it was submitted to that body on a confidential basis.

Document Number		Confidential	
		Yes	No
_____	Securities & Exchange Commission	___	___
_____	MI. Department of Treasury	___	___

_____	MI. Department of Consumer & Indus. Services	___	___
_____	Credit Reporting Agencies	___	___
_____	Credit Rating Agencies	___	___
_____	Financing Prospectus	___	___
_____	Other	___	___

Specify: _____

E. Is this information or any of the records or documents listed in paragraph B available from other public sources?
 Yes ___ No ___

If Yes, please indicate which information is available and from what public source?

Document	Source
_____	_____
_____	_____
_____	_____

F. Might the release of the information, records or documents listed in paragraph B cause significant competitive harm to your business?

Yes ___ No ___

G. Do you expect to submit any of the types of documents listed in paragraph B repeatedly during the pendency of your application or the term of the loan, grant or other financing assistance for which you have applied?

Yes ___ No ___

If Yes, specify by number the information, record or document to which this applies and the reason (or category) for continuing confidentiality.

Document	Reason/Category
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned individual represents and warrants that he/she is authorized to submit this application for confidentiality on behalf of the applicant and acknowledges that in return for any grant of confidentiality pursuant to this application, neither the President of the Authority, the Authority, the State Treasurer, any state official, nor any Authority or state employee shall be liable to the applicant for any disclosure of records, documents, information, material or data provided to the Authority notwithstanding any grant of confidentiality.

Authorized Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

APPENDIX D

Digital Divide Investment Program Project Budget for Loan and Grant Application

	Project Total	Grant Request	MBDA loan	
Broadband Distribution Equipment - Equipment and infrastructure used to transmit broadband to the customer premises. Could include spectrum request licenses, cable, wireless broadband base stations, DSLAMs, Cable Modem Transmission systems, etc.				
Site A	-	-	-	
Site B	-	-	-	
Site C	-	-	-	Site I
Total Broadband Distribution Equipment				
Capital and Direct Labor - labor associated with building the broadband infrastructure. Please break labor out by different tower / headend / central office / NOC sites if appropriate.				
Site A	-	-	-	
Site B	-	-	-	
Site C	-	-	-	
Site D	-	-	-	
Total Capital and Direct Labor				
Customer Premise Equipment (e.g., cable modems, DSL modems, wireless broadband customer radios/modems)				
Item 1 (e.g., 2000 modems @ \$xxxx)	-	-	-	
Item 2 (e.g., cabling)	-	-	-	
Item 3 (500 antenna @ \$xxx each)	-	-	-	
Total Customer Premise Equipment				
Network Operations Center - equipment and infrastructure related to management of the network. Included but not limited to items like routers, switchers, multiplexers, mail servers, network management software, etc.				
Item 1 (e.g., 3 routers)	-	-	-	
Item 2 (e.g., 2 multiplexers)	-	-	-	
Item 3 (e.g., network management software)	-	-	-	
Total NOC Equipment				
Backhaul Infrastructure - infrastructure and/or equipment to transmit broadband back to the NOC and / or back to the Internet				
Item 1 (e.g., high-capacity wireless broadband radios)	-	-	-	
Item 2 (e.g., point-to-point fiber)	-	-	-	
Item 3	-	-	-	
Total Broadband Infrastructure				
Software Related to the Broadband Infrastructure - software such as email software, network anti-virus software, network anti-spam software, network management software, etc. specifically related to the broadband infrastructure				
Item 1	-	-	-	
Item 2	-	-	-	
Item 3	-	-	-	
Total Broadband Software				

APPENDIX D

(Continued)

Digital Divide Investment Program Project Budget for Loan and Grant Application

	Project Total MBDA Loan	Grant Request
General Equipment and Infrastructure related to the broadband infrastructure. (e.g., vehicles related directly to broadband infrastructure) See Michigan Broadband Development Authority Act (Act 49 of 2002) or consult with the MBDA for more detail.		
Total Equipment and Infrastructure	-	-
Marketing Costs related to marketing and retention of both LMI and non-LMI customers		
Total Marketing Costs	-	-
Miscellaneous Expenses related to the actual project. Including compliance consideration to Federal Wage Rates requirements.		
Total Miscellaneous	-	-
Summary	-	-
Project Total	-	-
Total Grant Request	-	-
Total Loan Request		

Fullerton, California

City of Fullerton RFP

http://www.ci.fullerton.ca.us/admin_serv/twg/wirelessrfp.html

Executive Summary

The Redevelopment Agency for the City of Fullerton has authorized a pilot project to create a wireless mesh network in a 24-block area of downtown Fullerton. The mesh network is to be based on current standards-based technology. Access will be offered free of charge to visitors to the downtown area of Fullerton during the pilot project phase. The Internet must be accessible wirelessly in all outdoor areas of the downtown specified in the Scope of Work. Businesses must also have the option and the ability to extend coverage indoors with additional equipment.

If the pilot project is successful, consideration will be given to expanding the network into other areas of the City where many other institutions and agencies are likely to become major beneficiaries and supporters. Consequently, the wireless mesh network in downtown Fullerton must be designed with the capability of being able to support many additional potential users and applications.

A network that is owned by the City and/or a public-private partnership must be a turn-key installation that can be operated and maintained by a third party. We would like to initiate the trial of the wireless network in the downtown area beginning July 1, 2004 and continuing for at least six months.

Background

At a meeting of the Fullerton Redevelopment Agency on March 16, 2004, the Fullerton City Council acting as Directors of the Redevelopment Agency, authorized the creation of "a wireless [mesh] network for subscribers in the downtown area".

In its Final Report of July 2002, the Technology Infrastructure Task Force recommended the creation of wireless "hot zones" in the redevelopment areas. According to the request for funds, "downtown [Fullerton] offers an opportunity to initiate the program in a compact, mixed-use area that can serve residential and business needs." A wireless network will "provide promotional opportunities for the City and Agency, [including] recruitment of businesses to the area, and convenience to residents." The Agency also authorized the creation of a wireless network in both the Main Library and the Hunt Branch. This Scope of Work document, however, will pertain only to the pilot project for downtown Fullerton.

The Technology Working Group (successor to the Technology Infrastructure Task Force) and the City's Management Information Systems (MIS) staff will coordinate the planning and implementation of the program. Access to the network will be free to visitors to downtown Fullerton during the pilot project with a fee-based plan implemented later; possibly based on a public-private partnership between the City, the downtown businesses and the subscribers.

Mesh Network Technology

The wireless mesh network is to be based on current, wireless, standards-based technology. Serious consideration should be given to incorporating non-proprietary hardware and open source software in the network. Many small start-ups have fabricated standards-based equipment with proprietary features. The City does not want to be exposed to the risk of being responsible for equipment that is no longer supported by a vendor that has gone out of business.

Area of Mesh Network Coverage

The area to be included in the pilot project is the portion of Redevelopment Zone 2 bounded on the north by Chapman Avenue, on the east by Lemon Street, on the west by Highland Avenue and on the south by the railroad tracks. Also to be included is the area west of Highland that is bounded on the north by Amerige Avenue, on the west by Richman Avenue and on the south by the railroad tracks. This 24-block area includes government facilities such as City Hall, the police headquarters, senior center, and the Main library. It also includes the Boys and Girls Club, many restaurants, a major transportation center, small retail shops, small office buildings, banks, and urban apartment buildings with mixed-use development. Bordering the main area on the northeast is Fullerton High School and Fullerton College, both of which are interested in the deployment of wireless networks.

The Internet must be accessible wirelessly in all outdoor areas of the downtown specified above. Businesses must also have the option and the ability to extend coverage indoors with additional equipment.

Operation and Maintenance of the Mesh Network

During the pilot project phase, access to the mesh network will be free to all users. Responsibility for the subsequent maintenance and operation of the network has not yet been determined, but because the purpose of the network is to promote the downtown by drawing persons and businesses to the area, we envision a public-private partnership between the City, the downtown businesses, and the users that will support the continued operation and maintenance of the network. If the pilot project is successful and the mesh network is expanded into other areas of the City, other institutions and agencies such as public safety, educational institutions, and medical centers are likely to become major beneficiaries and supporters. Police, firemen, and city workers in the field are likely to use the system for remote access to data files. Video surveillance for secure locations, certain public areas and traffic monitoring and control are other possible uses. The network may also be used to connect outlying government facilities such as fire stations and the city maintenance yard with City Hall and to provide redundancy to existing wireline networks.

A network that is owned by the City and/or a public-private partnership must be a turn-key installation that can be operated and maintained by a third party.

Expandability and Scalability of the Mesh Network

The wireless mesh network must be expandable and scalable. The pilot project if successful may be only the first of several phases that result in major expansion of the network. Consequently, it will probably need to support multiple portals (downtown Fullerton, Fullerton College, school district, CSUF, SCCO, St Jude, etc.), multiple virtual private networks (VPNs), and a wide variety of applications and users.

A plan for the pilot project should be considered to be a subset of a more generalized wireless masterplan for the whole city that addresses Quality of Service (QOS) issues. The plan will also need to address the security concerns of the various user groups.

Use by General Public

Billing systems are a significant cost of operating telecom networks. Therefore, it would be desirable in the interest of simplicity and cost to make access as free as possible for all users. Conceptually, we may wish, if possible, to make access free to the public in only certain zones and place restrictions on the minutes of use. For example, in the downtown area the public might be limited to 2 hours of free use per device within a 24-hour period. Other zones, such as those covering educational institutions, may also want to provide free use to students, faculty, staff, and the public, but for more extended periods of time. If possible, priority of use by the general public should be given lower priority than use by public safety agencies.

The network must have some type of mechanism for recording the number of users at any given time and the length of use per connection. It may be necessary to monitor other parameters of use as well such as the intensity of bandwidth usage per person. Because it may be necessary to block users who are abusing the system, an Acceptable Use Policy will need to be developed and accepted by those who log onto the network.

Use by Businesses

Many of the businesses in the downtown area are unlikely to have extensive knowledge of the potential benefits of a wireless mesh network. Downtown businesses should be consulted regarding their participation and applications. An educational campaign may need to be conducted. Businesses may need to be convinced and provided assistance in installing access points within their establishments.

Period of Trial

We would like to initiate a trial of the wireless network in the downtown area beginning July 1, 2004 and continuing for a period of at least six months.

Marketing Program

The City is prepared to use its normal communication channels to invite citizens and visitors to use the wireless mesh network. The Chamber of Commerce has been supportive of bringing new technology to the City and will promote the network in its publications. A speakers' bureau can be created to make individuals available to community organizations that would like to hear about the network. Informative signage may also be posted in the downtown area.
Contact

Questions regarding this Scope of Work and the pilot project it describes should be directed to: Helen Hall, City of Fullerton, 303 W. Commonwealth Ave., Fullerton, CA 92832, business phone: 714-738-5309, e-mail: HelenH@ci.fullerton.ca.us.

Seattle Monorail Project

**REQUEST FOR STATEMENT OF QUALIFICATIONS TO DESIGN AND
OPERATE MONORAIL WIRELESS BROADBAND
COMMUNICATION SERVICES FOR RIDERS**

RFQ # 04-01

RFQ Published: January 9, 2004

Submittals Due: February 13, 2004

Submittals Reviewed: February 13, 2004 – February 20, 2004

Firms Notified of Status: February 20, 2004

BACKGROUND

In November 2002, Seattle voters approved Seattle Citizen Petition No. 1 (“Petition No. 1”), which created the Seattle Monorail Project and authorized it to build, own, operate and maintain a citywide monorail system as called for in the “Seattle Popular Monorail Plan” (the “Plan”). The Plan can be found on the Seattle Monorail Project’s website at www.elevated.org.

The Plan proposes a 58-mile, 5 line, citywide monorail system. One of these corridors, the Green Line, has been identified as the first monorail line to be developed. The Green Line will serve some of the city’s most important destinations, including: Pike Place Market, Pioneer Square, the Chinatown International District, the downtown retail core, Ferry Terminal, Seattle Center, Belltown, Key Arena, Safeco Field, Seahawks Stadium, SODO, Ballard and West Seattle. The Seattle Monorail Project considers the widespread availability of advanced communication services an important element in making the Monorail experience convenient and useful for commuters, visitors and other riders at stations and while in trains. The SMP wishes to ensure Monorail riders have simple, easy and affordable access to the full range of advanced wireless communication services at stations and on trains to enhance their experience. The SMP wishes to be viewed by riders and others as one of the most advanced public facilities in the nation as it relates to the availability of sophisticated communication services. The SMP wishes to ensure the private marketplace provides robust and uninterrupted services to Monorail users for cellular phone, wireless data and other mobile communication services. Moreover, the SMP wishes to leverage its unique infrastructure to generate additional revenues where appropriate.

The SMP is currently evaluating the most efficient and effective way to ensure Monorail users have access to the full range of advanced wireless voice and data communication services (WiFi, cellular, etc.) while using monorail facilities. In addition, SMP will consider how such services relate to the Monorail’s operational and maintenance needs, and is considering linking the development of such services into larger internal communication agreements. In pursuit of its goals, and in pursuit of potential non-fare revenue sources, the SMP is considering forming partnerships with providers to access elements of the Monorail infrastructure to better serve Monorail users.

The SMP is currently at an early stage of analyzing the feasibility of providing communications services in stations and on trains. Key questions which need to be answered include:

- 1) How would private telecommunication providers propose to utilize key infrastructure components of the Monorail (conduit, power, ROW, posts, guide ways, etc.) in order to more effectively and efficiently deliver communication services to Monorail riders?

- 2) Is it financially viable for the SMP to allow private providers access to Monorail infrastructure in return for direct or indirect payment, revenue sharing arrangements, reduced costs of service, special sponsorship or advertising agreements, or other scenarios?

3) Is it viable to use the Monorail infrastructure as a technical foundation to build a city-wide, wireless, community broadband network for citizens in a manner that would save substantial public dollars?

If these questions are answered favorably and other indications are the concept is feasible, the SMP intends to develop a strategy for program development and implementation. Implementation may include all phases of developing the communications services program including design, installation and operations.

At this time, the SMP wishes to identify qualified businesses who have the technical and financial capacity to participate in these processes and who are interested in a long term business association with the SMP. As the SMP develops implementation plans, one or more qualified businesses identified through the subject solicitation may be invited to participate in further processes relating to concept development and implementation, such as participating in research, industry outreach sessions, proposal preparation and/or contract negotiations.

Qualified businesses wishing to be considered for this program should submit a Letter of Interest and Statement of Qualifications (SOQs) in accordance with the requirements set forth in this solicitation.

The SMP will evaluate the SOQ to:

- a. Determine whether there are qualified businesses that are actively interested in providing some or all of the services described to users in some form of partnership with the Monorail;
- b. Determine whether there are qualified businesses that have a willingness and ability to pay direct or indirect fees, or form other partnerships benefiting the SMP and riders, to access to the Monorail's unique infrastructure of stations, guide ways, trains, posts and more for these or related services;
- c. Determine whether there are qualified businesses or other entities that see a market opportunity to build a citywide wireless broadband network by leveraging the Monorail's unique infrastructure; and
- d. Pre-qualify one or more business(es) for Proposals the SMP may issue at a later date.

PRE-QUALIFICATION CRITERIA

Respondents must indicate which proposed service(s) they are interested in providing.

Respondents will be pre-qualified if they:

- a. Demonstrate an understanding and willingness to deliver an 'end- to-end' solution to ensure a fully functioning, standards-based wireless broadband system for both voice and data throughout the SMP's system;
- b. Demonstrate an understanding of the challenges and parameters faced by public agencies in providing telecommunication services;
- c. Have the ability to ensure open access to users irrespective of their Wireless Internet Service Provider (WISP), cellular provider or other retail communication provider (interoperability agreements for WiFi and other services will be required so that users are not forced to use a proprietary network);
- d. Have a track record of delivering WiFi, cellular or related commercial services to public agencies in Washington state, or other transportation agencies in the U.S. or internationally.

FORMAT AND CONTENT OF SUBMITTALS

Respondents must submit two (2) copies of a cover letter of interest and provide the information requested on the attached Form A. Respondents may answer the questions directly on the form, in type or legible printing, or submit a separate document (s) which answers the questions set forth on Form A. Submittals may be as long as you wish, but must be submitted on 8 1/2 "x 11" sized paper and be written in 11-point font text. Submittals may include resumes or other pertinent information.

Submittals must be received by February 6 13, 2004 1:00 PM PST at the following address:

Stephanie Conroy, Procurement Administrator

Seattle Monorail Project
1904 3rd Avenue, Ste. 105
Seattle, WA 98101

If you have any questions related to the Request for Qualifications, please email or FAX them to the attention of Ms. Stephanie Conroy, Procurement Administrator at sconroy@elevated.org or 206-587-1774. The SMP reserves the right to ask additional questions, request additional information or otherwise conduct follow-up investigations to the information provided in the initial SOQ.

CONFLICTS OF INTEREST

The Seattle Monorail Project has adopted organizational conflict of interest rules relating to the Green Line. Submitters need to ensure that their employees or representatives comply with these rules. The organizational conflict of interest rules are available on the Seattle Monorail Project website at www.elevated.org. Any business in violation of these rules will be disqualified from consideration.

SEATTLE MONORAIL PROJECT AUTHORITY RIGHTS

This RFQ and/or the selection process do not obligate the SMP to enter into any contracts. The SMP reserves the following rights, in addition to those accorded by law:

- The right to reject any and all submittals, to waive irregularities, and to re-solicit proposals;
- The right to use and disclose information included in all submittals as such as the SMP deems necessary;

WOMEN AND MINORITY BUSINESS ENTERPRISE PARTICIPATION

The Seattle Monorail Project encourages the use of locally owned, Small, Women and Minority Business Enterprises in all Seattle Monorail Project contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

FORM A

**REQUEST FOR STATEMENT OF QUALIFICATIONS
TO DESIGN AND OPERATE MONORAIL WIRELESS BROADBAND
COMMUNICATION SERVICES FOR RIDERS**

RFQ # 04-01

Name of Business: _____

Address of Business: _____

Federal Tax ID No.: _____

Name of Contact Person: _____

Contact Person's Title: _____

Contact Person's Telephone No.: _____

Contact Person's E-Mail Address (optional): _____

Please complete the following questions:

1. What do you believe is the most flexible, appropriate and accessible wireless broadband or related technology to provide to Monorail users that is capable of evolving with the marketplace?
2. What role, experience and qualifications does your firm have in providing this service? (system integrator, hardware or software providers, wireless network provider, etc.)
3. What specific Monorail infrastructure (guide way, trains, stations, antenna sites, posts, etc.) would you propose to access in order to deliver these services and what would your general technical requirements be?
4. How would you propose to compensate, if at all, the SMP for allowing access to this infrastructure or what other business relationships would you propose to provide such services to Monorail users?

5. Please explain whether or how having access to the Monorail infrastructure would impact the ability to build a citywide, wireless, community broadband network at substantial cost savings from a non-Monorail related network.

6. Which public agencies in Washington State have you provided service to in this arena? Or, if you have not provided service in Washington state, which public transportation agencies have you delivered services that would be an appropriate indication of your experience in this area. Please describe the scale, scope and provide project team information.

Dunedin, Florida

CITY OF DUNEDIN

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS**

**WIRELESS INTERNET INFRASTRUCTURE
RFP 04-797**

**PROPOSALS ACCEPTED UNTIL
2:00pm TUESDAY, OCTOBER 12, 2004**

AT

**DUNEDIN PURCHASING SECTION
750 MILWAUKEE AVENUE
DUNEDIN, FL. 34698**

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CITY OF DUNEDIN
Wireless Internet Infrastructure
RFP 04-797

REQUEST FOR PROPOSAL (RFP) PROCEDURES

The City of Dunedin, Florida will accept proposals from qualified Wireless Internet Service Providers that desire to be a commercial partner with the City in developing a shared strategy, plan and methodology for implementing a Wireless Infrastructure and Management Service within the City. The purpose of the project is to create a broadband communications grid that connects local government facilities, businesses and homes. The City wishes to partner with an ISP to sell wireless Internet access and related services in order to offer wireless Internet access to residential and business customers in the City of Dunedin. Specifications can be picked up at the address below. You may also email your request to cankey@dunedinfl.net or download the RFP from www.dunedinfl.net

Sealed RFPs:

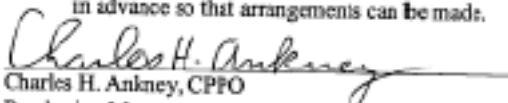
Responses to this request for proposal (please submit one original and five (5) copies) should be submitted in a sealed envelope, clearly identified as:

RFP 04-797
“Proposal for Wireless Internet Infrastructure”
2:00PM TUESDAY, OCTOBER 12, 2004
DO NOT OPEN IN MAILROOM

Responses should be mailed or delivered to:

City of Dunedin
Municipal Services Building
Purchasing Section
750 Milwaukee Ave.
Dunedin, FL 34698

The RFP's are due no later than 2:00PM, Tuesday, October 12, 2004. Any RFP's received after that date and time may not be opened. Any individual requiring special assistance must notify the Purchasing Office in writing 48 hours in advance so that arrangements can be made.


Charles H. Ankney, CPFO
Purchasing Manager

SECTION B
GENERAL CONDITIONS

Vendors are required to submit their proposals upon the conditions expressed in these instructions. Vendors are warned that the provisions of the RFP Documents will become a part of a Purchase Order the same as if every detail were stated therein.

1. VENDOR'S ABILITY:

It is the intent of the City to award the Contract for this work to a Vendor whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any vendor shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a contract for ninety (90) calendar days.

3. PROHIBITED INTERESTS

No Member of or Delegate to Congress, or Resident Commissioner or City Employee shall be admitted any share or to any benefit that may arise from this contract, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

4. VENDOR'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been shown on the Plans and/or described in the RFP Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the Vendors. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Vendors are required to examine the RFP Documents, the site of the project, and any other information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

5. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents.

The proposal for materials, equipment and work means in place and complete according to the requirements of the RFP Document. The City shall not be liable for any services,

sales tax, or any other tax whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency. The Vendor shall transport all materials to the site of the project and no additional compensation will be allowed for such work.

Award of the contract will be to the vendor/vendor who has submitted the most responsive and responsible proposal as determined by City staff and City Commission. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified proposer.

6. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Vendor that he has made himself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto. The Vendor shall indemnify and save harmless the City and all of his officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by himself, his employees, subcontractors, or agents.

7. PERMITS AND LICENSES

The Vendor shall procure, at his expense, all permits and licenses, except those specifically waived by the City (see paragraph 14), pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work.

8. PATENTED DEVICES, MATERIALS, AND PROCESSES

If any design, device, materials, or process covered by letters, patent, or copyright is used by the Vendor, whether required or not, he shall provide for any such use by suitable legal agreement with the patentee or owner and a copy of this agreement shall be filed with the City. The Vendor shall indemnify and save harmless the City from any such claims for infringements by reason of the use of any such patent, design, devise, material, process, trademark, or copyright. Furthermore, the Vendor shall indemnify the City for any cost, expense, or damages which they may be obligated to pay by reason of such infringement, at any time during the prosecution, or after the completion of the work, if no such agreement is made or signed or noted.

9. TIME OF COMPLETION

After approval by City Commission, a Purchase Order, with the work date agreed upon by the Vendor, will be executed and work shall continue progressively until final completion.

10. ASSIGNMENT OF CONTRACT

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of said contract shall be made without the written consent of the City.

11. CANCELLATION AGREEMENT

The City of Dunedin reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the vendor in writing of the intention to cancel or with

cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to the City of Dunedin, the City of Dunedin reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Dunedin.

12. PREPARATION OF PROPOSALS

The vendor's proposal shall be submitted as required by the RFP documents in accordance with these instructions. The proposals must be complete in every detail.

The vendor shall sign their proposal and give his/her address.

A Partnership vendor must give the names and addresses of all partners and the proposal must be signed by at least one person who shall designate himself as a partner. When a firm submits a response, all of its members must sign the proposal, or if they choose, any member having binding authority to do so may sign the proposal and describe themselves as doing business under a firm name and style.

A Corporation must name the state in which its articles are held. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and his address must be given. Such officer or agent must present legal evidence that he has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is a successful Respondent, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

13. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind.

The judgment of the City shall be final in determining the capability, experience, and ability of the Vendor to successfully and properly prosecute the proposed work to completion within the proposed time. Failure to convince the City of such capacities shall result in the rejection of the response.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

14. BUILDING DEPARTMENT PERMIT FEES WAIVED

In accordance to Resolution 75-79 passed and adopted by the City Commission of the

City of Dunedin on November 17, 1975, all Building Department Permit fees will be waived for vendors performing work under a City Contract properly executed by the City.

15. INQUIRES AND ADDENDA

Each vendor shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made through the City of Dunedin's Purchasing Manager, Chuck Ankney, at 750 Milwaukee Ave. Dunedin, Fl. 34698; or fax to 727-298-3078. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective vendors who have requested a copy of the RFP. However, it shall be the responsibility of each vendor, prior to submitting a response, to contact the City of Dunedin's Purchasing office (727-298-3077 or cankney@dunedinfl.net) to determine if addenda were issued and to make such addenda a part of the response.

16. INSURANCE REQUIREMENTS

A: General:

Before starting and until acceptance of the work by the City, the vendor shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

The vendor shall require each subcontractor to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (5) below. It shall be the responsibility of the vendor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B: Coverage and Limits:

1. Insurance

The Vendor and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Vendor's and subcontractors' insurance policies shall be endorsed to name the City's as an additional insured to the extent of the City's interests arising from this contract or agreement.

Except for workers' compensation, the Vendor and subcontractors' waive their rights of recovery against the City, to the extent permitted by its insurance policies.

The Vendor's and sub-contractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Vendor is responsible for the amount of any deductible or self-insured retention.

Minimum Limits for Liability Coverage

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required for Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage, a separate project aggregate limit is required by the City for each of the two construction project in this contract and agreement.

Coverage B shall include personal injury coverage C, medical payments, is not required.

3. Products/ Completed Operations Coverage

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three years beyond the City acceptance of renovation or construction projects.

4. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

5. Workers Compensation Coverage

The Vendor and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

The Vendor shall also purchase any other coverage required by law for its employees.

C: Additional Insurance:

1. Builder's Risk

Builders Risk Insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Cargo Insurance described hereafter, if such coverage are not separately provided.

The Builders Risk Insurance is to be endorsed to cover the interests of all parties, including the City and all vendors and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

2. Installation Floater Insurance

Installation Floater Insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the Vendor. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

3. Motor Truck Cargo Insurance

If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

D: Hold Harmless:

The Vendor shall hold the City harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting therefrom, arising out of performance of the contract, including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Payment On Behalf Of City

The Vendor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E: Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change (increase in rate, elimination of key coverage, etc.) New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals. If requested by the City, the Vendor or subcontractors shall furnish complete copies of the Vendor's or subcontractor's insurance policies, forms and endorsements. For

Commercial General Liability coverage the Vendor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

F: Insurance of the Vendor Primary

Insurance required of the Vendor or subcontractors or any other insurance of the Vendor or subcontractors shall be considered primary. Insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

G: Loss Control/Safety

Precaution shall be exercised at all times by the Vendor and subcontractors for the protection of all persons, including employees, and property. The Vendor and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the City's Workers' Compensation Coverage.

17. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Manager who will take prompt remedial action. The Purchasing Manager shall investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the Purchasing Manager's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

18. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within ten (10) days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.07, section 3m), unless authorized by the Purchasing Manager.

19. REFERENCES

The Vendor shall provide three references from companies or government entities at which they have provided this product.

SECTION C
SPECIFIC REQUIREMENTS

1. PURPOSE

The City of Dunedin is seeking proposals from qualified Wireless Internet Service Providers that desire to be a commercial partner with the City in developing a shared strategy, plan and methodology for implementing a Wireless Infrastructure and Management Service within the City. The purpose of the project is to create a broadband communications grid that connects local government facilities, businesses and homes. The City wishes to partner with an ISP to sell wireless Internet access and related services in order to offer wireless Internet access to residential and business customers in the City of Dunedin

The selected vendor will furnish, install and maintain the equipment required to operate the Wi-Fi network. The vendor will charge customers that use the Wi-Fi network and share that revenue with the City of Dunedin. The City of Dunedin will use some of the revenue to “pay” for the right to use part of the Wi-Fi- bandwidth for its own network use.

This infrastructure will enable WISPs, WLAN and network carriers to consolidate efforts in our local market and utilize private and public partnerships creating long-term sustainable relationships to foster economic development in the City.

2. INSTRUCTION TO VENDORS:

All statements in these specifications must have a clear and concise response. The responses must follow the same tabbed format as noted in the Vendor Response Format (Section D).

CONTACT INFORMATION

For Purchasing Information:
Chuck Ankney, Purchasing Manager
750 Milwaukee Ave.
Dunedin, FL 34698
Telephone: (727) 298-3077
Fax: (727) 298-3078
Email: cankney@dunedinfl.net

Fax and Email for questions only, not submissions for proposal.

For Technical Information:
Jim Guerin, Director, Management Information Services
750 Milwaukee Ave.
Dunedin, FL 34698
Telephone: (727) 298-3033
Fax: (727) 298-3000
Email: jguerin@dunedinfl.net

3. ITEMS REQUIRING A DETAILED RESPONSE

The vendor shall discuss each of the items below in their response to this RFP.

a. Hardware Requirements

- List the major pieces of hardware that will be supplied by manufacturer and model #.
- Provide an overview of where the equipment will be located.
- Describe the functions of the hardware identified above.

b. Software Requirements

- List and describe the functions of any software required.

c. System Operation

- Provide an overview of how the end user will access and use the network. The overview should be from the perspective of a City employee and/or a citizen/business.
- Describe any responsibilities that City Staff will have to keep the network operational.
- Describe the “capacity” of the system
- Discuss a timeline to get the system “up and running” after the award of the contract.

d. Contract

- Submit an example of your standard contract (if applicable) for this type of service. This must include a term detailing the length of service.
- This section should also include some discussion of a “level of service” guarantee.

e. Qualifications and Experience

- Discuss your firm’s qualifications to provide this service. This should include the qualifications of the major individual(s) in your firm that will have an impact on this project.
- Discuss your firm’s experience in providing this type of service.

f. Revenue Stream

- Discuss and project a revenue stream. This should include revenues for both the vendor and the City.
- Discuss the “cost” to the City as it relates to the revenue stream.

4. EVALUATION OF PROPOSALS

- a. Negotiations may be conducted with the vendor whose proposal has been judged most responsive. The lowest cost proposal will not necessarily be selected. Cost is only one factor to be considered.
- b. The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes
- c. Proposals will be evaluated on the basis of the following criteria.

1. Qualifications and Experience
2. Adherence to Specifications and perceived value to the City
3. Revenue
4. References

SECTION D
PROPOSAL RESPONSE FORMAT

The vendor's response should be in the same tabbed sequence as the criteria listed below so that they can be easily identified and compared to other responses. The City of Dunedin may reject any proposal that does not meet the following criteria:

1. TITLE PAGE

Show the RFP subject, name of firm, mailing address, telephone number, name of contact person and date.

2. LETTER OF UNDERSTANDING

State your understanding of work to be accomplished and make a commitment to perform all work. Also, state the name of the person that will be authorized to make representations for the proposer, their title, address and phone number(s). State that the person signing the letter has been authorized to bind the proposer.

3. COMPANY HISTORY, EXPERIENCE & QUALIFICATIONS

This section provides documentation on the history and background of the company. Discuss Section C.3 Item E in this area.

4. PROPOSER'S REFERENCES

This section identifies up to three similar projects completed during the past three (3) years. Each reference shall include the name, title and phone number of key customer contact personnel involved with the project.

5. WI-FI NETWORK

This section identifies and describes the information requested under Section C.3 (Items A-C) above.

6. REVENUE STREAM

This section details revenues and costs as discussed in Section C.3 (Item F).

7. ADDITIONAL INFORMATION

This section should include the sample contract as noted in Section C.3 Item D. The vendor may submit any additional pertinent information in this section.

Muniwireless Sponsors

I wish to thank the following companies for supporting Muniwireless. These companies have profile pages on Muniwireless.com that describe their products and services, and contain links to articles about their city projects.

Go to: www.muniwireless.com/reports/companyprofiles.html.

If you are doing research on vendors, please visit the Muniwireless Company Profile pages and the companies' own websites (where you can also download case studies and white papers).

Mesh vendors

Firetide : www.firetide.com

Skypilot: www.skypilot.com

BelAir: www.belairnetworks.com

Tropos: www.tropos.com

RoamAD: www.roamad.com

Telabria: www.telabria.com (also a wireless ISP)

MeshDynamics: www.meshdynamics.com

Point to multipoint and bridge antennas

Vivato: www.vivato.com

Hotzone management and back office software / services

Pronto Networks: www.prontonetworks.com

Airpath: www.airpath.com

Security

Network Chemistry: www.networkchemistry.com