



REQUEST FOR PROPOSALS

FOR

FRESNO MUNICIPAL WIRELESS

RFP 8986

PROPOSAL NUMBER 8986
PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m., August, 28, 2008)
PROPOSAL CONTACT: MIKE BROWN, SR. BUYER

PURCHASING DIVISION
Phone: (559) 621-1165 OR 621-1332
Fax: (559) 488-1069

CITY OF FRESNO PROPOSAL SPECIFICATIONS
REQUEST FOR PROPOSALS: FRESNO MUNICIPAL WIRELESS

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SECTION 1

INTRODUCTION

- Notice Inviting Proposals
- Instructions to Proposers

NOTICE INVITING PROPOSALS

Sealed proposals will be received at the office of the Purchasing Manager of the City of Fresno, 2101 "G" Street, Building "A," Fresno, California 93706, all in accordance with the Specifications for:

FRESNO MUNICIPAL WIRELESS REQUEST FOR PROPOSALS NO. 8986

The City of Fresno is soliciting proposals to build out and operate a Municipal Wireless network.

Proposal forms, instructions to Proposers, and copies of the Specifications may be obtained from the Office of the Purchasing Manager (559-621-1332).

Proposals are to be submitted at the Office of the Purchasing Manager of the City of Fresno, 2101 "G" Street, Building "A," Fresno, CA 93706 prior to the opening at 3 p.m. on Thursday, August 28, 2008, at which time they will be publicly opened and recorded.

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of Five-thousand (\$5,000.00) in the form of a Cashier's or Certified Check, an irrevocable letter of credit, or a certificate of deposit, or a bidders bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at 2:00 p.m. on August 6, 2008 at the Office of the Purchasing Manager, Upper Conference Room, Building "A", 2101 "G" Street, Fresno, California. Prospective Proposers are encouraged to attend.

The City of Fresno reserves the right to reject any and all proposals.

INSTRUCTIONS TO PROPOSERS

PART I. GENERAL

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked:

FRESNO MUNICIPAL WIRELESS REQUEST FOR PROPOSALS NO. 8986

at the Office of the Purchasing Manager, 2101 "G" Street, Bldg. "A" Fresno, California, 93706, on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.

2. No proposal will be considered for award unless the Proposer has complied with the following:

Proposers must submit a deposit in the amount of **Five-thousand dollars (\$5,000.00)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected.

A proposal without a proper deposit will automatically be rejected.

3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000, shall be subject to the approval of the City Council.

4. The City reserves the right to reject any and all proposals.

Submittal of Proposal

5. Each Proposer shall carefully examine each and every term of this Request for Proposal; and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.

6. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. Proposers will submit **one original and six (6) copies and one (1) disk containing an electronic copy of the proposal in .pdf format in a sealed envelope**, marked on the outside RFP No. 8986, FRESNO MUNICIPAL WIRELESS and will include the name of the Proposer and the date and time of proposal submittal deadline.

8. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

9. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the

Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

Local Preference

10. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

“Local firm” shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

Public Records

11. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked “Trade Secrets”, “Confidential”, or “Proprietary”, and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Selection Process and Evaluation Criteria

12. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer’s written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will include at least one representative from a Department with no direct interest in the service(s) being requested by this Request for Proposals and a representative from the Purchasing Division. A member of the City of Fresno Finance Department will be responsible to review the Proposer’s Financial Statements and the Selection Committee will be provided a copy of the report generated by that review. The Committee may also include a representative from outside the City organization. It will be the responsibility of this committee to make recommendations advisory to City Manager and in accordance with the award criteria enumerated below.

The Selection Committee will evaluate the proposals on the criteria outlined in Section 6.1.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

13. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

16. The Proposer agrees that the City may have **120 days** to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Questions, Clarifications and Concerns

17. **Any questions or concerns relating to these Specifications shall be directed to the designated contact for the Purchasing Division (see cover page) or shall be sent by facsimile to (559) 488-1069.** A Bid Question form for this purpose has been included on page nine (9). If necessary, an appropriate addendum will be issued to all Proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any inquiries. The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

Contacts with City Staff

18. Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

Regulated Communications in City Procurement Process Ordinance

19. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of FMC Chapter 4, Article 6 may be viewed on the City's website at www.fresno.gov, reference from there the "Doing Business with Fresno" link under the "For Businesses" heading, Other Purchasing Information", and then "MAYOR/COUNCIL COMMUNICATIONS ORDINANCE." Additional information can be found under the "F.A.Q." (Frequently Asked Questions) and " on the same page.

Notification of Staff Determination

20. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on a public bulletin board outside the Purchasing Division Office and the City's website www.fresno.gov, *Bid Opportunities, Anticipated Awards*. The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Proposers to seek this information from either of these sources.

For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within [5] days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within [5] days. If no action is taken within such [5] days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Debarment

21. A Bidder who has been determined by the Council to be nonresponsible may be debarred from bidding or proposing upon or being awarded any contract with the City or City of Fresno Redevelopment Agency, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

Outreach to Small Business Enterprises in Subcontracting

22. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises, that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

Franchise

23. If required at any time, consistent with local Charter or Fresno Municipal code, then the City of Fresno may require Proposer to have a valid and existing Franchise.

Documents Required After Award

24. Upon City's acceptance of a proposal, the successful Proposer will be required to execute and return a Contract furnished by the City, along with a Performance Bond in the amount of *** and all certificates of insurance within fifteen (15) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Contract, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

PURCHASING DIVISION
TELEPHONE # (559) 621-1332
FAX # (559) 488-1069

<p>BID QUESTIONS FOR: FRESNO MUNICIPAL WIRELESS, BID FILE NUMBER: 8986</p> <p>ATTENTION: MIKE BROWN, SR. BUYER</p>	<p>(FOR CITY OF FRESNO USE ONLY)</p> <p>QUESTION NO: _____</p> <p>DATE: _____ REVIEWED BY: _____</p> <p>RESPONSIBLE FOR RESPONSE:</p> <p><input type="checkbox"/> CITY</p> <p><input type="checkbox"/> CONSULTANT</p>
--	---

<p>FROM: _____</p> <p>COMPANY: _____</p> <p>CONTACT PERSON: _____</p>	<p>DATE: _____</p> <p>PHONE No: _____</p> <p>FAX No: _____</p>
---	--

QUESTION (One question per sheet.) _____

ANSWER: _____

RESPONSE BY: _____	DATE: _____
INCLUDED IN ADDENDUM NO. _____	DATE: _____

(Duplicate this form as necessary.)

SECTION 2

PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____

CHECKLIST

Proposals shall be submitted in a three-ring binder, **one original and 6 copies along with an electronic copy of the proposal in .pdf format.** The total proposal packet must be sealed and clearly marked on the outside **RFP No. 8986 for FRESNO MUNICIPAL WIRELESS.**

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.

2. **TRANSMITTAL LETTER**

The transmittal letter shall include:

- An explanation of why the company believes itself to be the best qualified
- A statement that the proposal is a firm and irrevocable offer for 120 days

3. **PROPOSAL DEPOSIT** in the form of:

- | | |
|---|---|
| <input type="checkbox"/> Certified Check | <input type="checkbox"/> Proposer's Bond |
| <input type="checkbox"/> Cashier's Check | <input type="checkbox"/> Irrevocable Letter of Credit |
| <input type="checkbox"/> Certificate of Deposit | <input type="checkbox"/> Annual Bidder's Bond |

4. **COST PROPOSAL SHEET (p. 15)**

5. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

6. **CITY FORMS** (pp. 14 - 19) (complete/return attached forms)

- STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS
- CERTIFICATION FOR LOCAL PREFERENCE, if applicable
- NON-COLLUSION AFFIDAVIT
- ADDENDA AND PROPOSAL DEPOSIT

7. **REFERENCES** (p. 14)

8. **PROPOSER QUESTIONNAIRE** (pp. 12 - 13) (complete attached form)

9. **FINANCIAL STATEMENTS** for the last two available years, including balance sheet and income statement. If Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner and the joint venture thereof. If to be treated as "Confidential" provide in a separate envelope, marked as such, with the proposal.

10. **SIGNATURE PAGES** (pp.21 - 23), including (for corporations)

Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.

(Submit with Proposal.)

Proposer's Name: _____

PROPOSER QUALIFICATION QUESTIONNAIRE

**FOR REQUEST FOR PROPOSALS FOR:
FRESNO MUNICIPAL WIRELESS
RFP # 8986**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:

(Use additional sheets as needed.)

- 1. a. Business Name (If using more than one business name, please list all names.):

- b. Address: _____

Is your firm operating as a franchisee? Yes _____ or No _____

If yes, list the franchiser, and number of years your business has been franchised:

- 2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

- 3. How many years has your business been established? _____

How many years has your business been under your present name? _____

How many years under former names? (List name and number of years)

- 4. How many years has your business been providing services? _____

- 5. What other types of services does your business provide? _____

Proposer's Name _____

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, parent company, its principals and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes _____ or No _____

If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached? Yes _____ or No _____

Proposer's Name _____

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

LENGTH OF CONTRACT/BUSINESS RELATIONSHIP (IN YEARS) _____

TYPES OF SERVICES PROVIDED:

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

LENGTH OF CONTRACT/BUSINESS RELATIONSHIP (IN YEARS) _____

TYPES OF SERVICES PROVIDED:

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

LENGTH OF CONTRACT/BUSINESS RELATIONSHIP (IN YEARS) _____

TYPES OF SERVICES PROVIDED:

(Submit with Proposal)

Proposer's Name _____

**FRESNO MUNICIPAL WIRELESS
REQUEST FOR PROPOSAL NO. 8986
COST PROPOSAL**

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the equipment and services **(as listed by the Proposer on the requested "Cost Breakdown Sheet")** at the rates listed thereon:

Total Amount of Proposal as Specified (total, 5 years) \$ _____

The Total Amount of Proposal is _____ Dollars
and _____ Cents.

The above amount shall include any and all applicable taxes. Please detail any taxable items by listing separately.

The total amount of the proposal is to be accompanied by a cost breakdown sheet detailing all unit costs and system design which is within the body of the RFP beginning in section 5.3. The City will pay for only those items which are actually delivered or received during the term of the Contract. The term of any contract awarded shall be for five (5) years.

The City reserves the right to reject any and all proposals.

(Submit with Proposal)

Proposer's Name _____

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

FOR: FRESNO MUNICIPAL WIRELESS

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

ACCEPT
 DO NOT ACCEPT

If "DO NOT ACCEPT" is checked, please list exceptions:

Signature of Authorized Person

Type or Print Name of Authorized Person

(Submit with Proposal, if applicable)

Proposer's Name _____

**CERTIFICATION FOR LOCAL PREFERENCE
FOR: FRESNO MUNICIPAL WIRELESS**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-108.

Location of Business:

(Please provide street address, no PO Box)

Primary Office []

Branch Office []

(Please mark as applicable)

Address: _____

Phone: _____

The undersigned Proposer hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Statement is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Certification.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Submit with Proposal)

Proposer's Name _____

NON-COLLUSION AFFIDAVIT

FOR: FRESNO MUNICIPAL WIRELESS

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **120 DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Proposer's Name _____

ADDITIONAL INFORMATION TO BE PROVIDED BY PROPOSER

Proposers must present evidence, satisfactory to the City, indicative of the Proposer's ability to provide the required services and the Proposer's long term financial strength. To this end, the Proposer must attach the following information to the Proposal Form:

A. MANUFACTURER'S CERTIFICATION:

If the Proposer is other than the manufacturer, Proposer shall attach:

1. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Proposer is an authorized representative of the manufacturer to sell and lease the manufacturer's products and that all equipment is new; and
2. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Proposer is authorized to repair and maintain the manufacturer's equipment; and
3. Documentation that the Proposer's technicians are factory trained and certified; and
4. Either of the following: (1) a letter of commitment from the manufacturer which will assure the Proposer of a source of supply sufficient to satisfy the City's requirements for the contract period including the option years; or (2) other evidence that the Proposer will have an uninterrupted source of supply from which to satisfy the City's requirements for the contract period.

B. FINANCIAL STATEMENTS:

The Proposer shall attach a summarized presentation of the true conditions of the Proposer's assets, liabilities and net worth. This will require a copy of the Proposer's latest financial statements (audited preferred or reviewed at minimum) and a copy for the previous year. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If to be treated as "Confidential" **submit one copy only** with the proposal in a separate envelope marked on the exterior as "Confidential – Financial Statements".

C. TECHNICAL LITERATURE:

The proposer shall include with the proposal detailed descriptive literature for the equipment being offered listed in the proposal. Such literature must provide information on electrical wiring needs, space requirements, mounting options and all technical data required for a full evaluation. If technical literature provided is not sufficient for the City to evaluate the proposal, the City may request additional literature.

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury, under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ (_____) _____ (_____) _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

CORPORATIONS: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY IN CORPORATE FORM (See Line 4(a), of next page.)

INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY.

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign proposals and contracts. The signature of the officer or employee who signs the proposal must be acknowledged by a notary in the corporate form.

(b) If Proposer is an individual, he/she must sign the proposal, or if the proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the proposal. Any signature must be acknowledged by a notary.

(c) If the Proposer is a partnership, the proposal must be signed by all general partners; or by a general partner(s) authorized to sign proposals and contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.

(d) If the Proposer is a joint venture, the proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign proposals and contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively. All signature(s) must be acknowledged by a notary.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was
duly signed for and on behalf of said corporation by authority of its governing body, as evidenced
by the attached true and correct copy of the _____
Name of Corporate Document

By: _____
Name: _____
Title: Secretary
Date: _____

SAMPLE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City" and _____, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," and "Scope of Work" for:

copies of which are annexed hereto, together with all documents specifically referred to in said annexed documents, including Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the monetary consideration of _____, as set forth in the Proposal, the Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the

City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

Contractor

CITY OF FRESNO,
a municipal corporation

By: _____

By : _____

(Type or print Written Signature.)

Title: _____

Dated: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

JAMES C. SANCHEZ
City Attorney

REBECCA E. KLISCH
City Clerk

By: _____
Deputy/Senior Deputy

By: _____
Deputy

SECTION 3
GENERAL CONDITIONS

GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) City and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) City Manager shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) Contractor shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) Proposer shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) Specifications shall mean the Contract Documents.

2. DELIVERY OF SERVICES: If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, Building "A", 2101 "G" Street, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a Faithful Performance Bond from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of Twenty-Five Percent (25%). This bond is to be renewed annually.

7. INSURANCE REQUIREMENTS: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Bests Insurance Rating Guide, or (ii) authorized by the City's Risk Manager. The following policies of insurance are required:

- (1) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include coverage for products and completed operations , personal injury and advertising liability and contractual liability for bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- (2) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as ISO Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired and non-owned automobiles or other licensed vehicles (Code 1 – Any Auto) with combined single limits of liability of not less than \$1,000,000 per occurrence.
- (3) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (4) EMPLOYERS' LIABILITY insurance (if Contractor has employee(s) or at such time as he/she employs such person(s) during the life of this Contract) with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each

employee.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30-day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Contract, the Contractor shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, the Contractor shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City of Fresno, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Contractor's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. The Contractor shall furnish the City with the certificate(s) and applicable endorsements for **ALL** required insurance prior to City's execution of the Contract. The Contractor shall furnish the City with copies of the actual policies upon the request of the City's Risk Manager at any time during the life of the Contract or any extension, and this requirement shall survive termination or expiration of this Contract.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to the Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractor's certificates and endorsements shall be on file with the Contractor and City prior to the commencement of any work by the subcontractor.

8. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (S.B. 1200; H.REP. 99-1000) This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CHANGE ORDERS: The City of Fresno reserves the right to add, modify, or delete items from the Contract or Special Conditions or Scope of Work. Any changes shall be made only by means of a formal change order signed by both the City and Contractor.

14. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

15. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

16. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, partner or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and

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retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

17. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

18. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

19. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

20. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

21. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

22. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

23. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

24. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

25. **NOTICES:** Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

26. **BINDING:** Subject to Section 14 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

27. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

28. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. **NO THIRD PARTY BENEFICIARIES:** The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

30. **EXTENT OF AGREEMENT:** Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

31. **AMENDMENTS:** The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

SECTION 4
EXTENSION OF TERMS TO FRESNO E-GOVERNMENT GROUP

EXTENSION OF TERMS TO FRESNO E-GOVERNMENT GROUP

The City of Fresno requests that the same terms and conditions be extended to its neighboring E-Government entities which include the County of Fresno, the City of Clovis and fifteen (15) incorporated cities in Fresno County. If any of these agencies choose to take advantage of this agreement, they will do so on their own accord and will make such agreements/purchases separate from the City of Fresno. The City of Fresno will not be responsible for any terms and/or financial obligations made by other agencies that choose to pursue this request.

If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax-supported agencies within this group as you are proposing to extend to the City of Fresno.

() Yes, will extend contract terms and conditions to all qualified agencies within the Fresno Regional E-government group.

() No, we will not extend contract terms to any agency other than the City of Fresno.

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

_____ City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

SECTION 5
BACKGROUND AND SCOPE OF WORK

BACKGROUND AND SCOPE OF WORK

5.1 Background and Objective

The City of Fresno is seeking proposals for building a city-wide wireless network. This network will be built, owned, operated, supported and provisioned by the winning bidder. The network will provide ubiquitous affordable wireless services throughout the city for Public, Governmental and Public Safety usage as defined in the scope of this RFP. Provisions and support for nomadic, fixed and portable wireless broadband access across the City will be required.

The City of Fresno's Objectives are as follows:

- Stimulate economic development, job growth and increase competitiveness.
- Promote city-wide digital inclusion, especially in low-income communities.
- Telecommunication expense reduction for the City, saving taxpayer dollars.

5.2 City of Fresno Demographic Information

The City of Fresno is located in the center of the San Joaquin Valley which lies between the Sierra Nevada and Pacific Coast mountain ranges and is 220 miles north of Los Angeles and 185 southwest of San Francisco. It is surrounded primarily by agricultural land and Fresno County is the nation's leading producer of agricultural products.

Fresno was incorporated in 1885 and serves as the County Seat of Fresno County. It has a strong mayor form of government and the residents are represented by seven council districts. The current mayor is Alan Autry.

Fresno is the sixth largest city in California and the thirty-sixth largest city in the nation at a population of 481,035 in its incorporated areas and is expected to realize a 7.24% growth over the next five years.

Rank	City	Population
1.	LOS ANGELES	4,018,080
2.	SAN DIEGO	1,316,837
3.	SAN JOSE	973,672
4.	SAN FRANCISCO	808,844
5.	LONG BEACH	492,912
6.	FRESNO	481,035
7.	SACRAMENTO	467,343
8.	OAKLAND	415,492
9.	SANTA ANA	353,428
10.	ANAHEIM	345,556

The Fresno urban area is estimated to be 623,000 residents as there are approximately 50,000 residing in unincorporated areas within the City of Fresno and 92,269 living in neighboring Clovis. The metropolitan area has been reported at about 1,002,284. Fresno covers 111.32 square miles and has a population density of 4770 residents per square mile. The Ethnic makeup of Fresno is shown below:

Ethnicity	%
White Alone	46.96%
Black or African American Alone	8.35%
American Indian and Alaska Native Alone	1.62%
Asian Alone	11.56%
Native Hawaiian & Other Pacific Islander Alone	.24%
Other Race Alone	25.74%
Two or More Races	5.52%

According to 2005 Census information, the City of Fresno has 163,442 housing units. Median value of housing units is \$242,500. Housing information is broken down as follows:

Total Housing Units	163,442
Occupied Housing Units	154,147
Owner-Occupied Housing Units	77,754
Renter-Occupied Housing Units	76,754
Vacant Housing Units	9,295
Median Values (Dollars)	\$242,500

Complete and more detailed ethnicity information can be found at our website: <http://www.fresno.gov/NR/rdonlyres/FE90F042-7F9A-46D1-BB1C-686A97C3C933/0/2007CityDemographics.pdf>

Other demographic information of interest:

<p>Universities and Colleges</p> <p>California State University, Fresno Fresno Pacific University (Private) University of California, San Francisco (Medical Education Program) San Joaquin College of Law National University University of Phoenix</p>	<p>Two Year Degree Programs</p> <p>Fresno City College (State Center Community College District Headquarters) San Joaquin Valley College Heald College</p>
<p>High Schools/School Districts</p> <p>Fresno Unified School District Clovis Unified School District Central Unified School District San Joaquin Memorial High School Fresno Christian High School</p>	<p>Art/Culture</p> <p>Fresno Film Commission Fresno Philharmonic Orchestra Fresno Metropolitan Museum Arte Americas Art Council Fresno Art Museum Fresno Grand Opera</p>

<p><i>Air Transportation</i></p> <p>Fresno-Yosemite International Airport Chandler Field Sierra Sky Park (Private)</p>	<p><i>Ground Transportation</i></p> <p>Fresno Area Express (Bus) Greyhound (Bus) Amtrack (Rail)</p>
<p><i>Major Area Organizations/Employers</i></p> <p>The GAP Distribution Center Community Hospitals of Central California Saint Agnes Hospital Gottschalk's Department Stores (Headquarters in Fresno) Internal Revenue Service Sun-Maid Growers David SunFlower Seeds Foster Farms Poultry Kraft Foods Beverly Health Care Pelco (Clovis) Kaiser Permanente Quinn Group, Inc. AT&T Zacky Farms, LLC Bank of America Call Center</p>	<p><i>Professional Sports Teams</i></p> <p>Fresno Grizzlies, AAA Baseball Fresno Falcons, Hockey Central Valley Coyotes, Arena Football Fresno Fuego, Soccer</p>
<p><i>Nearby National Parks</i></p> <p>Yosemite National Park Kings Canyon National Park Sequoia National Park</p>	

More detailed demographic information can be found at our website:

<http://www.fresno.gov/Government/DepartmentDirectory/EconomicDevelopment/Default.html>

5.3 Scope of Work

The scope of work and desired characteristics of the wireless system is defined in the following sections. Although these requirements are desired, the City of Fresno will review and consider all proposals that are submitted. Evaluation of proposals is outlined in section 6.1.

5.4 Business Model

Each proposal is required to contain a detailed business model which will include (but is not limited to) the following:

- 5.4.1** The preferred network model would be a privately owned WiFi or Wi-MAX network designed, deployed, operated, maintained, supported and upgraded at no cost to the City of Fresno. The City will, however, accept proposals for Anchor Tenant models and will choose a provider of choice based upon the evaluation criteria in section 6.1 subject to the right to reject any and all proposals. The network shall be privately owned and operated and have a Public Sector component as well as a Public Safety (4.9 GHz) system as well. The City of Fresno may choose to proceed with a Public Sector network or the Public Safety network or both.
- 5.4.2** If a 4.9 GHz/Public Safety solution is included in the proposal, it must adhere to California Department of Justice standards.
- 5.4.3** The winning proposal will finance, design, deploy and manage the city-wide wireless network.
- 5.4.4** The winning Proposer will make the network available on a wholesale basis to multiple and competing retail service providers, who can market the service to residents, business and visitors.
- 5.4.5** The winning Proposer may also market services over the network.
- 5.4.6** The network should provide for a free component as well as the provisions for premium point-to-point and point-to-multipoint services. Several pricing structures should be in place for residential, business, low-income, government and non-profit.
- 5.4.7** The network should promote open and interconnected public Internet without filtering. However, the system should have the capability to filter as an option that can be offered to customers of the system.
- 5.4.8** The solution will provide a technical support component (i.e. HelpDesk) for users of the network. Both live and web based support are desired.
- 5.4.9** Any subcontractors used for installation or service should be included in the proposal.

5.5 Technical Specifications

Each proposal is required to contain technical specifications. The following is a list of the desired features sought by the City of Fresno:

- 5.5.1** The proposed system will include coverage for the entire city. Implementation in phases is acceptable and the city will accept bids for partial build-outs as long as there are provisions for advancing the coverage in a reasonable manner. A proposed implementation plan is required.
- 5.5.2** The Proposer will be expected to install outdoor equipment according to current city code.
- 5.5.3** The proposed system is to include connectivity for PCs, Laptops (support for standard laptop wireless devices), PDAs and other handheld devices, mobile phones and other unmanned or manned devices. Any proprietary mechanisms should be defined and identified in the proposal.
- 5.5.4** Outdoor coverage is expected at 90% for the devices referenced in section 5.5.2 without the need for additional hardware beyond the device's standard wireless interface.

- 5.5.5** Indoor coverage is expected at 95% for business, residents and governmental usage. The expectation for this requirement is that the signal will penetrate the first wall of an establishment or residence. Beyond the first wall it is expected that customer premise equipment (CPE) is to be used to further the signal to interior buildings.
- 5.5.6** Mixed wireless (mesh) and backhaul services are expected to aggregate wireless traffic back to an Internet Point of Presence (POP). The City of Fresno does not have a particular recommended solution or requirement for the type of backhaul (wired, wireless, etc.).
- 5.5.7** There should be support for equipment to be mounted on rooftops, street poles and wall mount surfaces.
- 5.5.8** Seamless usage throughout coverage area with the ability to roam without losing connectivity.
- 5.5.9** Proposal should include provisions for roaming relationships to other Wi-Fi services such as T-Mobile, Sprint, Verizon, etc. This feature is desired, not required.
- 5.5.10** Equipment should be able to withstand temperatures ranging from 19 degrees Fahrenheit to 112 degrees Fahrenheit. These are extreme ranges and the average for Fresno is as follows:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Low Temp in °F	35.8	39.0	40.3	42.6	47.8	55.0	59.9	59.2	55.0	48.7	41.2	35.8
Average Max Temp in °F	54.0	61.7	66.6	75.0	84.2	92.7	98.6	96.6	90.0	79.7	64.6	53.6

Fresno’s climate is mild and is not known for heavy rains or winds; however, ground fog is prevalent in the winter months.

- 5.5.11** Access points should be protected against power surges, electrical spikes and lightning.
- 5.5.12** Support for free public access in City Parks and certain identified public areas.
- 5.5.13** Provisions for possible future roaming relationship with neighboring agency (i.e. County of Fresno, City of Clovis).
- 5.5.14** The system should be scalable and be able to support additional capacity, users and functions.
- 5.5.15** The proposal should contain provisions and/or explanations on how future features and/or applications can be added.
- 5.5.16** Prioritization of network traffic for specific applications. Support for Quality of Service (“QoS”) should be included in the proposal.
- 5.5.17** Support for IPv4 and support of future IP addressing as well as multi-cast.
- 5.5.18** Battery backup and/or solar power backup for network equipment. Eight hour interval is desired.
- 5.5.19** Mechanisms for fault tolerance should be in place to eliminate/mitigate single points of failure for components of the system. The system should also be self-healing.
- 5.5.20** Reliability of 99.9% is desired for mesh and 99.999% for backhaul operations.
- 5.5.21** Support for any premium and/or advanced subscriber services as defined in section 5.4.6.
- 5.5.22** Security standards should be supported including:
 - 5.5.22.1** Physical security for critical network equipment.
 - 5.5.22.2** Media Access Control (MAC) support.
 - 5.5.22.3** Wired Equivalent Privacy (WEP) encryption (include 64 and 128 bit).
 - 5.5.22.4** Temporal Key Integrity Protocol (TKIP).
 - 5.5.22.5** Advanced Encryption Standard (AES).
 - 5.5.22.6** Wi-Fi Protected Access (WPA).
 - 5.5.22.7** Extensible Authentication (EAP).
 - 5.5.22.8** Remote Authentication Dial-In User Service (RADIUS).
 - 5.5.22.9** Extended Service Set Identifier (ESSID) – also support for multiple ESSIDs.
 - 5.5.22.10** Virtual LANs (VLAN).

- 5.5.22.11** Filtering of traffic based on Internet Protocol (IP) addresses and subnets, etc.
- 5.5.22.12** Virtual Private Network (VPN) tunneling.
- 5.5.22.13** Encryption support for control and network management traffic.
- 5.5.22.14** Provisions should be in place for technology upgrades as new technology becomes available. This includes any provisions for upgrading to newer technology (i.e. WiMax) protecting the system from becoming obsolete.

5.6 Coverage

Each proposal is required to contain coverage as follows:

- 5.6.1** Coverage area includes 112 square miles of city-wide coverage within the current city limits and inclusive of the Running Horse Project. Partial coverage proposals will be considered.
- 5.6.2** Provisions must exist for the inclusion of any future annexations.
- 5.6.3** City maps can be obtained from the City of Fresno's Information Services Department (559) 621-7100.
- 5.6.4** Provisions for covering the City's Parks and Recreational areas should be included and free access should be offered, but not limited to, these areas.
- 5.6.5** The City of Fresno may ask for the ability to provision its own usage for the network.

5.7 Network Management, Maintenance and Support

- 5.7.1** The Proposer will be responsible for network management including customer provisioning, customer applications, network maintenance.
- 5.7.2** The Proposer/Service Provider will be responsible for maintenance, service, support and upgrades of the network.
- 5.7.3** The proposal will be required to contain provisions for responding to calls regarding network outages. Minimum and maximum response times should be noted.
- 5.7.4** The proposal will be required to contain provisions for monitoring the network and ensuring a "best-effort" service.

5.8 Customer Service

- 5.8.1** Service providers are expected to provide customer service and technical support to subscribers.
- 5.8.2** Support provisions are required for issues/services and can be attained via phone, web and e-mail. These services include (but are not limited to) the following:
 - 5.8.2.1** Order status.
 - 5.8.2.2** Sales inquiries.
 - 5.8.2.3** Service cancellation.
 - 5.8.2.4** Service setup.
 - 5.8.2.5** Connectivity problems.
 - 5.8.2.6** Service interruption/degradation.
 - 5.8.2.7** Credits and refunds processing.
 - 5.8.2.8** Account and billing inquiries.
 - 5.8.2.9** Disconnect and relocation requests.
- 5.8.3** Customer support hours are expected to be 24 hours per day, seven days per week, 365 days per year.
- 5.8.4** A secured managed database should be employed for call resolution history. It should provide fault tolerance and be backed up regularly for disaster recovery purposes.
- 5.8.5** A Website with Frequently Asked Questions should be available along with Web based customer inquiries and other service information.

- 5.8.6 Service Level Agreements should be included for call and issue resolution.
- 5.8.7 There should be a separate line for backhaul and connectivity support for the City of Fresno.
- 5.8.8 Statistics on network usage is to be available to the City of Fresno so that we can report on WiFi usage. The City of Fresno is not interested in user identity information such as username, password, name of subscribers, however, it may be interested in information such as zip code, Council District, demographic information and/or street information.

5.9 City of Fresno Asset Usage

- 5.9.1 The City of Fresno will make available existing assets for the implementation of wireless networking equipment.
- 5.9.2 The City of Fresno owns the light poles and traffic signals within the city limits. Most street lights that are owned by the City of Fresno are gang switched. A detailed listing will be provided upon request.
- 5.9.3 Installations of equipment on City assets must be according to current City codes and applicable federal and state laws.
- 5.9.4 Although a detailed installation/mounting plan for equipment is not needed with the submission of the proposal, the City of Fresno will require such a plan for installation on assets prior to installation (the timeframe of such a plan is negotiable). A general proposed plan will be required to be included with the proposal.
- 5.9.5 The City of Fresno will work with the vendor in order to help expedite the permitting process.
- 5.9.6 The Proposer will need to submit details regarding the proposed wireless access points that are to be installed on the light poles and will be required to submit documentation and/or plans as to how these will affect wind load requirements. An explanation is also desired on acceptable wind loads. Prior installations may be cited. This item will be part of the evaluation criteria used for awarding the bid.
- 5.9.7 The City of Fresno will make available existing assets for the implementation of wireless networking equipment.
- 5.9.8 The City of Fresno owns the light poles and traffic signals within the city limits. Most street lights that are owned by the City of Fresno are gang switched.
- 5.9.9 Although a detailed installation/mounting plan for equipment is not needed with the submission of the proposal, the City of Fresno will require such a plan for installation on assets prior to installation (the timeframe of such a plan is negotiable). A general proposed plan will be required to be included with the proposal.

5.10 Company/Proposer Information

- 5.10.1 Proposals are required to contain information regarding the company including industry presence, number of installations, specialties, services and general background. Financial stability information is desired.
- 5.10.2 It is desired (but not required) that the proposal include five (5) references. Three references shall be required. At least one reference should be a similar size and scope of this proposal.

SECTION 6
EVALUATION OF PROPOSALS

Evaluation of Proposals

6.1 All Proposals will be evaluated based on the following:

- 6.1.1 Completion and response to all of the provisions in all sections of this RFP.
- 6.1.2 Company profile and background including, but not limited to, financial stability, industry reputation and leadership, experience with public sector projects (similar scope) and resource/investment commitment.
- 6.1.3 Strategic alignment to City goals including, but not limited to, the commitment to close the digital divide, connection offerings for low-income users, overall value to the community, economic development impact as well as the commitment for infrastructure build out.
- 6.1.4 Network design including, but not limited to, sustainability, network capacity, design, speed to implement, support for open access, reliability, durability, roaming capabilities, device support, security, commitment to performance service standards, strategy to use emerging technologies as well as scalability and adaptability.
- 6.1.5 Customer support and operations including, but not limited to, deployment competencies, breadth and availability of subscriber services, customer support, operations support mechanisms, maintenance, repair, upgrade refresh as well as service levels and performance.
- 6.1.6 Technical equipment used in design (mesh, backhaul, authentication, etc.) including, but not limited to, stability, industry presence, technology, upgradeability, features, functions and technical company's financial stability.
- 6.1.7 Cost of proposal.
- 6.1.8 Ability to meet stated service requirements.
- 6.1.9 Past Performance and Experience.
- 6.1.10 Conformance to the terms and conditions to the RFP.

6.2 Evaluation Process.

- 6.2.1 Selection Committee will evaluate all proposals based upon the criteria in 6.1.
- 6.2.2 A short-list may be developed in case of multiple proposals. The number of proposals that will be included in the short list will depend upon the number of "quality" proposals best meet the goals and objectives of the City of Fresno
- 6.2.3 Once the short-list has been identified, the team may contact the Proposer in order to clarify information within the proposal.
- 6.2.4 Proposers included in the short-list may be invited to present their proposed solution to the City of Fresno and selected staff/management.
- 6.2.5 Site visit to the Proposer's headquarters, NOC or the next nearest NOC to the City of Fresno of which the system will be connected.
- 6.2.6 Site visit to support center and/or conference call with the support center's staff.
- 6.2.7 The City of Fresno will solicit information from references that are provided in the proposal.