

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 cankney@dunedinfl.net or download the RFP from www.demanstar.com

Sealed RFPs:

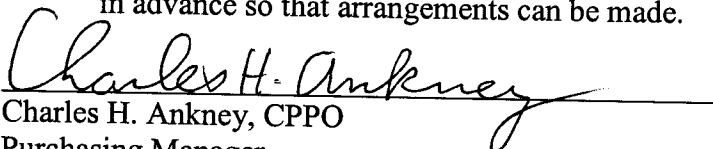
Responses to this request for proposal (please submit one original and five (5) copies) should be submitted in a sealed envelope, clearly identified as:

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, CPPO
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 no 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.