

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2007-016-SB

Citywide Wireless Broadband Network



Proposal Due Date:

July 10, 2007: NLT 4:00 p.m. (local time)

The time and date proposals are due shall be strictly observed

Pre-proposal Conference

Thursday, May 31, 2007
10:00 AM – 12:00 PM (local time)

City/County Government Building
1 Civic Plaza
Albuquerque, NM 87102

Committee Meeting Room
9th Floor, Room 9081

City of Albuquerque Department of Finance & Administrative Services
Purchasing Division
May 11, 2007

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DEFINITION OF TERMS

Basic Internet Access Service means a free or provider-funded broadband Internet access service delivered using the Network at no cost to the subscriber.

Broadband means an Internet service with a data-transmission rate in both directions (upstream and downstream) of at least 1 Mbps.

Capture Portal means the web page that unauthenticated users will be redirected to when their mobile device first attaches to the Network.

City means the City of Albuquerque

Compensation shall comprise both cash and non-cash (in-kind) compensation, the forms of which may include, but not be limited to, revenue sharing, profit participation, and equity, and free and discounted services provided to the City or to the public. For evaluating in-kind compensation, free or discounted service will be compared to the most favorable commercial rates offered by the Network Operator for the same service.

Core ISP Services means value-added features that are bundled with Internet access by a Service Provider, such as e-mail accounts, newsgroup access and virus and/or spam protection.

CPE means Customer Premise Equipment.

Fixed Broadband means a service that provides Internet access for a stationary subscriber at a single location (the location where service is provisioned).

Interior Room means a room within a building that does not have at least one wall directly adjacent to and facing a public street.

Joint Venture Partner means any organization proposing to provide products or services in response to the RFP through a partnership with a prime bidder (Offeror).

Layer-Three Transit means the ability of Logical Addressing, Routing, Datagram, Encapsulation, Fragmentation and Reassembly, Error Handling and Diagnostics over the network.

Municipal Limits. The jurisdictional boundaries of the City of Albuquerque. These are available in ESRI shape file format at www.cabq.gov/gisshapes/jurisdiction.zip.

Network means a wireless broadband Internet access system that is deployed throughout the City. The Network includes interconnectivity to and use of any media (i.e. wire, fiber, etc.) for Internet connectivity.

Network Operator means the winning Offeror to this RFP who is responsible for the design, deployment, operation, maintenance, and upgrade of the Network.

NOC means Network Operations Center.

Nomadic Broadband means a service that provides Internet access for a stationary subscriber at a variety of locations throughout the City.

Offeror means any entity providing a proposal in response to this RFP.

Open Access means the offering of open, non-discriminatory access to the wireless broadband Internet transport to non-affiliated and affiliated service providers at equitable rates and terms.

Perimeter Room means a room within a building that has at least one wall directly adjacent to and facing a public street.

POP means an Internet Point of Presence.

Portable Broadband means a service that provides Internet access for an in-motion subscriber at a variety of specific locations throughout the City.

Premium Services means any broadband Internet access provided over the Network for which a fee is charged by a Service Provider.

Public Rights-of-Ways means the surface of and the space above and below any street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, or right-of-way or easement primarily dedicated to travel, excluding railroad rights-of-way, parks and airport property, now or hereafter existing within the City which may be properly used for the purpose of installing, maintaining, and operating a Wi-Fi system.

Service Provider means any organization, whether affiliated with the Network Operator or not, which is licensed or certified to market, sell, and support Premium Services over the Network.

Specifications means items defined in Section 3 of this RFP.

Citywide Wireless means the City of Albuquerque initiative to connect citizens of Albuquerque to social, educational, informational, and economic opportunities through affordable broadband access, computer hardware, training, and on-line content.

Tier 1 Support means the process of responding to, diagnosing, and attempting to resolve issues reported by users of the Network.

Tier 2 Support means the process of responding to issues escalated by Tier 1 Support representatives who are unable to resolve issues reported by users of the Network.

Tier 3 Support means the process of responding to issues escalated by Tier 2 Support representatives who are unable to resolve issues escalated from Tier 1 Support representatives.

VPN means Virtual Private Network.

VLAN means Virtual Local Area Network.

Wi-Fi (Wireless Fidelity) means Wireless technologies adhering to the IEEE 802.11b and 802.11g technical standards.

WiMAX (Wireless Interoperability for Microwave Access) means Citywide wireless technologies adhering to the IEEE 802.16 technical standards.

INTRODUCTION

Following a review of responses to the City of Albuquerque's ("City") Citywide Wireless Request for Information ("RFI"), the City has further defined its desired business model and further detailed its Specifications. The City is issuing this request for proposals ("RFP") to vendors and service providers ("Offerors") for the deployment of a universal, affordable wireless broadband network ("Network") throughout the municipal limits of the City.

Universal, affordable wireless broadband Internet access is essential to connect all residents of Albuquerque to the social, educational, and informational and economic opportunities they deserve. The City requires a robust, carrier-class, multi-service, multi-frequency network with enhanced routing, data caching and the capability to connect cameras, sensors, radars, etc. as peripheral devices. In addition to numerous direct benefits for residents, universal, affordable wireless broadband is critical to connect the City of Albuquerque to the increasingly regional, national and global economy of the 21st century.

The U.S. has fallen to a world ranking of sixteenth in broadband penetration, and highly skilled jobs have been exported to countries that have exploited advances in technology and telecommunications. Meanwhile, at home, telecommunications companies, cable providers and media conglomerates continue to consolidate. These trends, if unmitigated, will inevitably lead to higher prices, less competition, higher unemployment, loss of competitiveness and less consumer choice for our residents.

As the United States lags behind other nations in equipping its residents to compete in the global economy, Albuquerque is stepping forward to bring universal, affordable wireless broadband internet access to all its residents and businesses to boost our economic, social and educational opportunities.

The City has identified the following specific goals for Citywide Wireless:

- Ensure universal, affordable wireless broadband access for all the citizens of Albuquerque, especially low-income and disadvantaged residents;
- Ensure outdoor and in-building access to the greatest extent possible for all municipal employees, residences, businesses and visitors to the City;
- Improve the efficiency of government service delivery, especially services related to public safety;
- Promote job creation, business growth and economic development;
- Streamline the interaction between government and constituents;
- Enhance education and improve the interaction among teachers, students and parents;
- Stimulate private investment, competition and consumer choice for broadband services;
- Assure continuity in the event of any vendor default or breach of contract and protect the Network from obsolescence over time;
- Complement the City's strategy to connect all the citizens of Albuquerque to the modern economy.

In addition to the goals defined above, the City anticipates that this initiative will provide the following community benefits:

- Enhance healthcare through telemedicine and remote patient care;
- Improve the experience for visitors to the City;

- Reduce government telecommunications costs;
- Promote the City's image;
- Enhance backup and contingency measures for disaster response and recovery;
- Promote innovative solutions for consumers;
- Improve public safety through better communication and interoperability.

Short-List and Presentations

- The evaluation committee may short-list the proposals submitted and ask for oral, in-person presentations from the short-listed Offerors.
- Demo of equipment may be required in presentation to show the proposed network solution.

Financial Stability

- Offerors must show financial stability and capability. Proposals may be rejected if financial stability and capability are not proven.

Draft Agreement

- The Draft Agreement may not be appropriate for all proposals received in response to this RFP. The City reserves the right to revise the terms hereof as needed.

PART 1

INSTRUCTION TO OFFERORS

1.1. RFP Number and Title: RFP2007-016-SB, "Citywide Wireless Broadband Network".

1.2. Proposal Due Date

July 10, 2007

NLT 4:00 p.m. (local time)

1.2.1. Sealed proposals must be submitted to the Office of the City Clerk by the time and date stated.

1.2.1.1. The time and date proposals are due shall be strictly observed.

1.2.2. Mandatory Pre-Proposal Conference

1.2.2.1. A mandatory pre-proposal conference will be held on

Thursday, May 31, 2007
10:00 AM – 12:00 PM

City/County Government Building
Committee Meeting Room, 9th Floor, Room 9081
1 Civic Plaza
Albuquerque, NM 87102

1.2.2.2. This is a mandatory pre-proposal conference. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

1.2.2.3. The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and a copy of such questions submitted to the purchasing representative on the day of the conference.

1.3. Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4. Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Chapter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 12-1-98K, NMSA 1978.

1.5. Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1.City Public Purchases Ordinance

1.5.2.City Purchasing Rules & Regulations: These Rules and Regulations (hereinafter “Regulations”) are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3.Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror’s certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4.Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5.Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror’s ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6.Ethics:

1.5.6.1. Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2. Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to the RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror’s business.

1.5.7.Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Offeror or in the management of its business if awarded the contract resulting from this RFP.

1.5.8.Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9. Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6. City Contact: The sole point of contact for this Request for Proposals in the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP;

Suzanne Boehland, Senior Buyer
Department of Finance & Administrative Services, Purchasing Division.
PO Box 1293
Albuquerque, NM 87103

Phone: (505) 768-3397
Fax: (505) 768-3355
Email: sboehand@cabq.gov

1.7. Contract Management: The contract resulting from this RFP will be managed by the Department of Finance and Administrative Services, Information Systems Division.

1.8. Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request For Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9. Submission of Offers: The Offeror's sealed proposal must in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1. Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposal Number
- RFP Title

1.9.2. Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City/County Government Center, 11th Floor, One Civic Plaza NW, Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3. Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City Clerk shall not be

responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

NOTE: The City picks up mail at the post office once every morning at 7:00 a.m. (local time). Note: All sealed proposals must be received by the Office of the City Clerk no later than 4:00 p.m., local time as recorded in the City Clerk's Office.

1.9.4.No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5.Submit hard and soft copies of the proposal as follows:

1.9.5.1. Hard Copy – 1 original and 7 copies of your Technical Proposal. Submit 1 original and 1 copy of your Investment & Cost Proposal.

1.9.5.2. Soft Copy

1.9.5.2.1. Submit 1 Original Technical and Investment & Cost Proposal on a CD in Microsoft Word or Adobe format.

1.9.5.2.2. Submit an Original Technical proposal with each hardcopy on a CD in Microsoft Word or Adobe format.

1.9.5.3. Responses to the Scope of Services matrix must be in the Excel spreadsheet provided in Appendix A of this RFP. A copy of this entry form is available from the City website, www.cabq.gov/purchase.

1.9.6.Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.10. Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11. Acknowledgment of Amendments to the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12. Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services may be amended, based upon the cost breakdown required in the Investment & Cost Proposal.

1.13. Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14. Evaluation Period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15. Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed available, including City contractors and consultants.

1.16. Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17. Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18. Award of Contract

1.18.1. When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2. Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3. Contract Term: The Offeror shall indicate an initial term, which shall be of no less than five years and no more than ten years. The Offeror shall further indicate whether it proposes any option periods and, if so, the number and length of option periods, provided that no more than two option periods shall be proposed and the combined proposed initial term and extended term(s) shall not exceed 18 years in total. The City shall have the authority to approve or disapprove any proposed option periods at its sole, absolute discretion.

1.18.4. Type of Contract: Wireless Service

1.18.5. Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms and conditions of said contract.

1.19. Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20. Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21. City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22. Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq. NMSA 1978).

1.23. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24. Request For Proposals (RFP) Protest Process:

1.24.1. When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2. Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3. Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4. How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic, or electronic protests will not be accepted.

1.24.5. Required Information: The protest shall contain at a minimum the following:

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6. Address Letters and Envelopes as Follows:

City of Albuquerque
Purchasing Division
PO Box 1293
Albuquerque, New Mexico 87103

RFP Number
PROTEST

1.24.7. Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8. Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25. Bonds and Insurance

1.25.1. General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2. Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3. Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Policy Aggregate
\$ 1,000,000	Products Liability/Completed Operations
\$ 1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

1.25.3.1.1. Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2. Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hire automobiles, vehicles and other equipment both on and off work.

1.25.3.3. Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.4. Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.25.5. Proposal Bond. Each offer MUST be accompanied by a bond in the amount of five percent (5%) of the proposed performance bond. The Proposal Bond is submitted as a guaranty that the Offeror, if awarded the contract, will promptly execute such contract in accordance with this Request for Proposals and will furnish good and sufficient bond for the faithful performance of the contract. The Offeror must be named as principal of the bond.

1.25.6. Performance Bond. The awarded Contractor of the Citywide Wireless Broadband Network agreement shall obtain and maintain a performance bond to ensure that faithful performance of its responsibilities under the contract. In the case that the contract requires the grantee to initially build, or to upgrade a system, the amount of the construction bond shall be in an amount sufficient to ensure that the required construction is satisfactorily completed.

1.25.6.1. The amount of the bond shall be reduced upon successful completion of portions of the required construction. The amount of the performance bond shall be set in a contract in light of the nature of the work to be performed pursuant to or under the contract, but initially shall be 10% of the estimated cost of constructing or (in the case of existing systems) upgrading the Citywide Wireless Broadband Network. Performance bonds will be set out in the contract, and will be project specific in an amount equal to the cost of construction stamped as approved by a professional engineer and approved by the City.

1.25.6.2. The bond is not in lieu of any additional bonds that may be required in connection with any permitting process. The bond shall be in a form reasonably acceptable to the City Attorney, and with a surety reasonably acceptable to the City. Bonds must be obtained prior to the effective date of any contract, transfer or contract award, unless a contract specifically provides otherwise.

1.25.6.3. The Contractor must be named as principal on the bond.

1.25.6.4. All bonds must be written by a surety authorized to conduct business in the State of New Mexico and be listed as approved in the current Federal Register listing. The bonds shall be written on the forms provided in this RFP. No third party bonds will be accepted. Cashier's checks, certified checks, personal checks, letters of credit, cash or other substitutes will not be accepted in lieu of these bonds.

1.25.6.5. Language and format of the Performance Bond can be found in Part 6.

1.26. New Mexico Department of Labor Wage Rate Decision

- 1.26.1.** If, given the nature of the proposal submitted, this project would be considered a public works project under New Mexico law, the Offeror agrees to comply with all applicable statutory requirements, including, but not limited to, wage rates, additional insurance and bonds.
- 1.26.2.** If such wage rates, additional insurance and bonds are required for the final agreement, then the Offeror which is recommended for award must submit all documentation for the wage rates, insurances and bonds to the City before an award will be made.

PART 2

PROPOSAL FORMAT

2.1. Technical Proposal Format, Section One

2.1.1. Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2. Experience

2.1.2.1. Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit résumés for the individuals who will be performing the services for the City.

2.1.2.2. Past Experience. Describe projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 – 5) years. State relevant experience with other municipalities or government entities.

2.1.3. Proposed Approach to Tasks: Discuss fully your proposed approach to each of the elements described in Part 3, Scope of Services and in Appendix A. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)].

2.1.4. Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.1.5. Scope of Services Matrix: Complete the Scope of Services Matrix spreadsheet as provided in Appendix A of this RFP and submit with proposal.

2.2. Investment & Cost Proposal, Section Two:

2.2.1. Total Investment & Cost: Submit one original and one copy of your Investment & Cost Proposal, in a separate binder, or folder distinctly marked with the following information.

2.2.2. The Investment & Cost proposal should follow the format in Appendix B.

2.2.3. All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included – for example, insurance or taxes – and that liability for items not included remains with the Offeror.

2.3. Financial Information Statement

2.3.1. Minimum Financial Requirements (Part 6 of this RFP).

- 2.3.1.1.** Offeror must have a business entity net worth of at least Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) and provide at least three (3) satisfactory credit and banking references.
- 2.3.1.2.** Offerors must have sufficient identified credit and/or funds available to complete the installation of the Network.
- 2.3.1.3.** Offeror must demonstrate gross revenues of not less than One Million and 00/100 Dollars (\$1,000,000.00) per year as specified in Section 2.1.2.2. The gross revenue of Offeror, including all joint venture partners and other business combinations as appropriate, may be included within Offeror's calculation of the gross revenues to meet this requirement.
- 2.3.1.4.** Provide a statement advising whether Offeror or any of its principals, officers, directors, subsidiaries, or related entities have been parties to any bankruptcy proceedings in the past seven (7) years.

PART 3

SCOPE OF SERVICES

The Scope of Services represents the City's preferences, but there are no minimum requirements. All submitted offers will be evaluated upon how close they meet the City's preferences.

The Scope of Services defined in this section is considered a general list and may not represent a complete list of all hardware, software or services necessary to complete the project.

3.1. BUSINESS MODEL

- 3.1.1.** The City preference is a privately owned 802.xx x and 4.9 GHz system that is designed, deployed, operated, maintained and upgraded at no cost to the City. Offerors may propose the 4.9 GHz system ownership be a joint venture between themselves and the City; design deployment, operation, maintenance, and upgrades would remain the responsibility of the Offeror. The final option is the Offeror may propose the 4.9 GHz system be municipally owned and operated; design, deployment, maintenance, and upgrades would remain the responsibility of the Offeror. In connection with this specification, the Offeror shall identify any assumed cost of ownership, branding, marketing and other roles of the City.
- 3.1.2.** The Network shall support a free level of service (Basic Internet Access Service). Offerors shall include the characteristics (e.g. bandwidth, geographic coverage, features) being proposed for this Basic Internet Access Service.
- 3.1.3.** The Network shall support various Premium Services as defined in Section 3.10. Fees may be charged for these Premium Services to residents and commercial customers.
- 3.1.4.** The Network shall support Open Access for Premium Services. Open Access fees for these Premium Services shall be priced to encourage retail fees that are lower than existing fees for service alternatives.
- 3.1.5.** The Network Operator shall promote the open and interconnected nature of the public Internet by operating the Network in a neutral manner that ensures consumers are entitled to:
 - 3.1.5.1.** Run applications and use services of the consumer's choice.
 - 3.1.5.2.** Access the lawful Internet content of the consumer's choice.
 - 3.1.5.3.** Connect the consumer's choice of legal devices that do not harm the Network.
 - 3.1.5.4.** Benefit from competition among network providers, application and service providers, and content providers.
- 3.1.6.** The Network Operator will not compensate the City for the use of City assets but will, at no cost, design, install, implement, operate, and maintain 802.1x x Virtual Local Area Networks (VLANs) for government and educational use and a 4.9 GHz (licensed by the City) system for government purposes to include but not be limited to Public Safety. The 4.9 GHz system will be designed, installed, implemented and maintained by the Offeror; other requirements of paragraph 3.1.a. will be considered. The City shall not incur any recurring costs/fees for these services. The City shall grant to the successful Offeror non-exclusive permission to use municipal assets and not expect revenue from fees paid to the Offeror by service providers, residential or commercial users.

3.2. Project Management

3.2.1.The contracting firm will be responsible for applying its project management methodologies in the areas of: project planning, project team, project monitoring, production control, configuration management, quality assurance, test plan, conversion plan, training plan, implementation methodology, organizational behavior/cultural change management, post-implementation support, and documentation (work plan, quality assurance, configuration management, requirements, general and detailed system design, test plan training plan, and change management).

3.3. Project Planning & Implementation

3.3.1.The Offeror must propose a comprehensive project plan showing time and resources required to accomplish tasks. The plan should include three major phases: planning, implementation, and post-implementation. The contractor must employ professional project management software such as Microsoft Project. All time expended by project participants must be tracked.

3.3.2.The Offeror shall provide timely project implementation reports as per City standards.

3.3.3.The Offeror shall provide timely project status reporting.

3.3.4.The Offeror shall provide a Project Manager who, along with the City's Project Manager, will be responsible for coordinating the project plan development and implementation, project status reporting, coordinating any sub-contractor work coordinating system changes and modifications requested to the project plan, and coordinating all technical, educational, documentation, and support services.

3.4. Implementation & Support. The contractor, with appropriate involvement from the City must perform all tasks required to implement the proposed system, including all configuration and construction of interfaces where required.

3.5. Testing. The implementation must include adequate provisions for testing, including development of all test plans and parallel testing, if appropriate, to assure that the system delivers the expected results.

3.6. Acceptance. Satisfactory completion of a mutually agreed-upon acceptance test for each stage of the implementation is required. This acceptance test will include a confirmation of each functional requirement identified in this RFP, in addition to standard acceptance procedures that the City may require.

3.7. COVERAGE

3.7.1.Wireless Internet access shall be provided, maintained and upgraded throughout the entire jurisdiction of the City of Albuquerque, as defined by the Municipal Limits. The City and the Offeror will agree on solutions that provide access and Network upgrades to all inhabited parts of the City, the densely populated and commercially attractive areas will be integrated with the low income, less densely populated areas for purposes of build-out and maintenance. No entire neighborhoods can be left unserved.

3.7.2.Coverage maps displaying the area currently covered by wireless internet access will be provided to the City on a periodic basis and as requested.

3.7.3. Outdoor coverage shall be provided for Basic and Premium Services for a minimum of 95% of all areas of the City within five (5) years of the date of the signed agreement between the Offeror and the City. An area is considered covered under this requirement if a laptop, handheld or other personal computing device – equipped with a minimum of an 802.11b/g (Wi-Fi) interface – can access the Network at the provisioned service level with no additional hardware required beyond the device's standard wireless interface. The 4.9 GHz service is required to be in 100% of all areas of the City within five (5) years.

3.7.4. Indoor, Perimeter Room coverage for the ground and second floors of a building shall be provided for Basic and Premium services for a minimum of 90% of all residents and commercial buildings throughout the City. The building is assumed covered under this Specification if a device located in each Perimeter Room on the ground and second floor of the building can access the Network at the provisioned service level. This coverage requirement may be met by using a Wi-Fi interface built into a user's device, a signal amplifier, a high-gain antenna and/or a dedicated Wi-Fi bridge or other type of CPE.

3.7.5. Indoor, Perimeter Room coverage shall be provided for Basic and Premium Services above the second floor for 90% of all residential and commercial buildings throughout the City. A building is assumed covered under this Specification if all Perimeter Rooms on all floors of the building can access the Network at the provisioned service level. Offerors shall address the following as it relates to this Specification:

3.7.5.1. Does the solution proposed to meet this Perimeter Room coverage Specification use Wi-Fi or another wireless technology?

3.7.5.2. If so, will the solution meet this Perimeter Room access Specification using an indoor or outdoor mounted antenna?

3.7.5.3. If not, along with the City, what commitment, including financial participation, is the Offeror willing to make to engage in outreach to and cooperate with building owners, landlords, the City, or other parties to meet this Specification using in-building distribution networks?

3.7.6. Indoor, Interior Room coverage shall be provided for Basic and Premium Services for 90% of all residents and commercial buildings throughout the City. A building is assumed covered under this Specification if all rooms on all floors of the building can access the Network at the provisioned service level. Offerors shall address the following as it relates to the proposed solution:

3.7.6.1. Does the solution propose to meet this Interior Room coverage Specification using Wi-Fi or another wireless technology?

3.7.6.2. If so, will the solution meet this Interior Room coverage Specification using an indoor or outdoor mounted antenna?

3.7.6.3. If not, along with the City, what commitment, including financial participation, is the Offeror willing to make to engage in outreach to and cooperate with building owners, landlords, the City, or other parties to meet this Specification using in-building distribution networks?

3.8. MULTI-USE

3.8.1.The Network shall support concurrent usage by residents, businesses, institutions, government agencies and anyone else in the City. Examples of usage scenarios may include:

- 3.8.1.1.** Residents and visitors may use the Network for such uses as E-mail, web browsing, instant messaging, video, entertainment and voice services.
- 3.8.1.2.** Businesses may use the Network for such uses as remote office connectivity, supply chain integration, customer relationship management and inventory control.
- 3.8.1.3.** Institutions such as universities and nonprofits may use the Network for such uses as increased interaction between the institution and students and constituents.
- 3.8.1.4.** Government agencies may use the Network for such uses as automatic vehicle location, access by field staff, remote meter reading, public safety and remote camera/video surveillance.

3.8.2.The Network shall support the logical segmentation of different “domains” of users (e.g. secure access by City agency personnel, secure and/or open access for public users, residential users, business users). This shall include the ability to define and manage different profiles (e.g. VLANs) for authentication, encryption and other service characteristics based on the requirements of each user-domain.

3.8.3.The Network shall support the ability to prioritize traffic for municipal use in cases of emergency or as required by the City. Offerors shall define the methods that will be used to prioritize municipal traffic in cases of natural or other emergency.

3.8.4.City Application and Session Persistence. The Offeror will propose a City-owned persistence system to enable City mobile clients accessing City applications (e.g. public safety systems) the ability to seamlessly travel between different network topologies including both the proposed networks and existing City RF data networks and private City 802.11 networks. The solution must enable full encryption as devices roam between networks.

3.9. OPEN ACCESS

3.9.1.The Network Operator shall provide Open Access to its wireless broadband Internet access transport services to any and all unaffiliated Service Providers that desire to contract at the Offeror’s standard rate.

3.9.2.When any unauthenticated user is redirected to a Capture Portal on the Network, the user shall have an option to choose between multiple Service Providers and service plans. The Network Operator may receive priority placement for any Premium Services it may offer on the Capture Portal; however, all Service Providers shall also be clearly and reasonably presented.

3.9.3.The Network shall support unilateral roaming relationships whereby subscribers to other fee-based Wi-Fi services may gain access to Premium Services provided over the Network.

3.9.4.The Network shall support unilateral, outbound roaming relationships whereby subscribers to Premium Services over the Network may gain access to other fee-based Wi-Fi services.

3.9.5.The Network Operator, and any Service Provider affiliated with the Network Operator, may also provide retail-branded Premium Services over the Network.

3.10. SERVICES AND PROVISIONING

- 3.10.1.** The Network shall provide a Fixed Broadband Premium Service. This service must support 802.11 b/g and 4.9 GHz (government only) devices at a best-effort minimum 1 Mbps symmetric data transmission rate, a dynamic IP (Internet Protocol) address and other Core ISP Services.
- 3.10.2.** The Network shall provide a Nomadic Broadband Premium Service. This service must support 802.11 b/g and 4.9 GHz (Government only) devices at a best-effort minimum 1 Mbps symmetric data transmission rate, a dynamic IP address and other Core ISP Services.
- 3.10.3.** The Network shall provide a Portable Broadband Premium Service. This service must support 802.11 b/g and 4.9 GHz devices at a best-effort minimum 1 Mbps symmetric data transmission rate, a dynamic IP address and other Core ISP Services. Session-level connectivity must be maintained for in-motion subscribers at a minimum speed of 30 MPH (miles per hour).
- 3.10.4.** The Network shall provide a Fixed Broadband Premium Service at a guaranteed minimum 3 Mbps symmetric data transmission rate (e.g. a wireless T-1 alternative).
- 3.10.5.** The Network Operator shall allow Service Providers to provision Premium Services on a monthly, weekly, and daily basis.
- 3.10.6.** Payment methods for all Premium Services must include check, cash, credit and debit cards. Other methods must be proposed for users who do not have the ability to pay with credit or debit cards (e.g. pre-paid vouchers, top-off cards).
- 3.10.7.** Proposals shall include the expected costs of any required CPE for each coverage Specification stated in Section 3.2 and which will be responsible for CPE costs during the provisioning process.

3.11. SERVICE PRICING

- 3.11.1.** Offerors shall estimate the rates for any Premium Services to be marketed to Service Providers by the Network Operator. These rates shall be defined for all services in Section 3.5, Services & Provisioning. All rates, terms and conditions for Service Providers not affiliated with the Network Operator shall be as favorable as those provided to the Network Operator and any affiliated Service Providers.
- 3.11.2.** Offerors shall estimate the rates for any Premium Services to be marketed to the public by the Network Operator.

3.12. NETWORK INFRASTRUCTURE

- 3.12.1.** The Network shall include a wireless Access Tier that supports connectivity from 802.11b/g and 4.9 GHz (government only) devices through the City.
- 3.12.2.** The Network shall include a fixed wireless point-to-multipoint solution as a Backhaul Tier for aggregating Wi-Fi traffic from the Access Tier.
- 3.12.3.** The Network shall include a fixed wireless point-to-point solution, using licensed or leased spectrum, as a Distribution Tier for aggregating traffic from the Backhaul Tier back to an Internet POP.

- 3.12.4.** All Network traffic shall be aggregated back to a high-speed Internet backbone service at a POP, which shall support layer-three network transit for Service Providers. Provisions shall be made for redundancy of the POP facility.
- 3.12.5.** The Network shall support fault tolerance mechanisms to mitigate or eliminate single points of failure and ensure high reliability. The Network shall support reliability levels of 99.9% for the Access Tier and 99.999% for the Backhaul Tier, Distribution Tier and POP. Offerors shall identify the MTBF (Mean Time Between Failures) for any proposed network equipment and explain the processes that will be used to guarantee these service levels.
- 3.12.6.** The Network shall be easily scaled and upgraded in a modular fashion to support additional subscribers, new applications and new requirements in order to meet evolving user demands. Offerors shall estimate the percentage of the initial Network capital cost that will be invested in upgrades during the contract term elaborate on what steps will be taken to determine when Network upgrades are required and how they will be rolled out. Offerors shall describe how the City can evaluate the Network Operator's performance relevant to this sub-section.
- 3.12.7.** All outdoor network equipment shall comply with IP56/NEMA4 dust and water ingress ratings, must withstand ambient temperature ranges of -40 C to +50 C and must adhere to all other applicable local ordinances.
- 3.12.8.** The Offeror shall define its solution to provide, integrate with, coexist with, or complement 4.9 GHz wireless public safety technology for the City's critical information and public safety agencies. The Network shall not prohibit or negatively impact any initiative by the City during the contract term related to the deployment of wireless government/public safety technology.
- 3.12.9.** The Network shall support backup power for all network equipment sufficient to ensure continuous operation during a loss of electrical power. Offerors shall state the amount of time the solution will operate without electrical power and elaborate on any initial or future commitments that will be made to increase backup power support.
- 3.12.10.** The Offeror and City agree to meet at regular intervals to share and coordinate information relative to the construction, operation and repair of the facilities of the City or of the Offeror located in Rights-of-way.
- 3.12.11.** The Offeror shall adhere to all codes related to installations and operations and shall coordinate to ensure proper connections for electricity, mounting of hardware or other structural changes in or on City facilities.
- 3.12.12.** Before the Offeror may conduct new construction or major relocation work in any Rights-of-way the Offeror shall first notify the City not less than five working days prior to commencement of the work and shall comply with any special conditions relating to location, scheduling, coordination and public safety. The Offeror shall file maps and drawings with the City showing the location of any proposed construction or extension of its facilities and services in any Rights-of-way of the City. Such proposed construction work to be done by the Offeror shall be performed and coordinated in a safe manner subject to the approval of the City and in accordance with applicable federal and state laws and city ordinances, regulations and permit requirements now or hereafter existing including the Barricade and Street Excavation Ordinance, as that ordinance may be amended from time to time.

3.12.13. Construction forecast. On or before the first day of June each year, the City and the Offeror agree to meet and exchange three year construction forecasts, together with such additional information as the City and the Offeror deem appropriate relating to projects planned within the City. The City and the Offeror shall hold such additional meetings as they deem necessary to exchange additional information with a view toward coordinating their respective activities in these areas where such coordination will prove mutually beneficial to the public by minimizing disruption and costs to the public. The Offeror will comply with all building and zoning codes and assure that aesthetic and other relevant planning principles have been given due consideration. It is recognized that, notwithstanding the foregoing, the City retains absolute discretion over the timing and all other aspects of the City's proposed projects. The parties will make reasonable efforts to allow each party's work to be incorporated in the other's respective projects. The Offeror will not cut or otherwise disturb any new or rehabilitated roadway within two years of its placement, except or unless:

3.12.13.1. The Offeror repaves such roadway to specifications as may be required by the City; or

3.12.13.2. In emergency conditions.

3.12.14. Interference; permits. All facilities constructed by the Offeror within Rights-of-way of the City shall be located so as to cause minimum interference with public use of streets, alleys and other public ways and shall be maintained in good repair and condition. Facilities located on, over and under, along and across all Rights-of-way shall be constructed, installed, maintained, cleared of vegetation, renovated of general applications as may be adopted by the City to control and monitor such activities. The Offeror will acquire and pay for permits in accordance with such rules and regulations as the City deems appropriate, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance.

3.13. CUSTOMER SERVICE

Offeror shall set and publish standards for quality of customer service in the response to the RFP.

3.13.1. At a minimum, Tier 1 Support for Basic Internet Access Service shall be provided by the Network Operator for issues related to:

3.13.1.1. Connectivity problems

3.13.1.2. Service interruption / degradation

3.13.2. Tier 1 Support for all Premium Services shall be provided by all Service Providers (including the Network Operator if they are also directly providing Premium Services). Tier 1 Support shall provide subscribers with phone, web, e-mail and instant messaging support options for at least the following issues:

3.13.2.1. Sales inquires

3.13.2.2. Order status

3.13.2.3. Service cancellation

3.13.2.4. Service setup

3.13.2.5. Connectivity problems

3.13.2.6. Service interruption / degradation

3.13.2.7. Credits and refunds processing

3.13.2.8. Account and billing inquiries

3.13.2.9. Disconnect and relocation requests.

3.13.3. Tier 2 Support shall be provided by the Network Operator for all Service Providers. Tier 2 Support must provide Service Providers with phone and e-mail support options for at least the following issues:

- 3.13.3.1.** Escalation of issue not resolved by Service Provider's Tier 1 representatives.
- 3.13.3.2.** Proactive and reactive network status information
- 3.13.3.3.** Three-party calling with Tier 2 Support agents, Tier 1 Support agents and subscribers.
- 3.13.3.4.** Settlement and billing inquiries between Service Provider and the Network Operator.

3.13.4. Tier 3 Support shall be provided by the Network Operator for all Service Providers. This shall include at least the following:

- 3.13.4.1.** 7x24x365 management of personnel at the NOC.
- 3.13.4.2.** 7x24x365 pager and phone support for Service Providers.
- 3.13.4.3.** Call escalation of critical issues not resolved by Tier 2 Support representatives
- 3.13.4.4.** Proactive publishing of network status information, alerts, etc. by the Network Operator.

3.14. SECURITY

The Network shall support multi-layered security protocols and methods to include, at a minimum, the following:

- 3.14.1.** Physical security for all critical network equipment components via secured facilities.
- 3.14.2.** Mechanisms to prevent or mitigate the risk of hackers, spammers, denial of service and other forms of malicious attacks on or through the Network. These mechanisms should balance the need to prevent these attacks, while at the same time not punishing or burdening unnecessarily all users of the Network.
- 3.14.3.** No client software that is specific to the Network Operator or Service Provider(s) shall be required on PCs, laptops, or other mobile devices in order to use the Network.
- 3.14.4.** Support for Media Access Control ("MAC") address filtering.
- 3.14.5.** Support for Wired Equivalent Privacy ("WEP") encryption, including both 64 and 128 bit keys.
- 3.14.6.** Support for Temporal Key Integrity Protocol ("TKIP") encryption.
- 3.14.7.** Support for Advanced Encryption Standard ("AES") encryption.
- 3.14.8.** Support for Wi-Fi Protected Access ("WPA")
- 3.14.9.** Support for 802.1x authentication using Extensible Authentication Protocol ("EAP"), Light Extensible Authentication Protocol ("LEAP") and Remote Authentication Dial-In User Service ("RADIUS").
- 3.14.10.** Support for the suppression of Extended Service Set Identifier ("ESSID") broadcasts.
- 3.14.11.** Support for multiple ESSIDs and the ability to map ESSIDs individually to Virtual LANs ("VLANs").

3.14.12. Support for filtering of traffic based on Internet Protocol (“IP”) addresses, subnets and Transmission Control Protocol (“TCP”) ports.

3.14.13. Support for VPN tunneling using Internet Protocol Security (“IPSec”). This VPN support must support true end-to-end encryption, regardless of at what point in the Network users elect to terminate their session.

3.14.14. Support for encryption of all control and network management traffic.

3.15. PRIVACY

3.15.1. Offerors shall provide a copy of any and all privacy policies that will apply to users of any Basic and Premium Service provided by the Network Operator and any affiliated Service Providers.

3.15.2. Offerors shall certify that each privacy policy complies with all applicable federal and state laws.

3.15.3. For each privacy policy, Offerors shall identify how it shall be communicated to users on the Network and how users’ acceptance of the policy shall be obtained.

3.15.4. Offerors shall explain any privacy policy that will be required for unaffiliated Service Providers.

3.15.5. To help the City better understand Offerors’ privacy policies, Offerors shall explain how policies address the following questions:

3.15.5.1. What personal information is collected about users?

3.15.5.2. How is this information used?

3.15.5.3. How long is this information stored?

3.15.5.4. With whom is this information shared?

3.15.5.5. Is this information commercialized in any way?

3.15.5.6. Is this information correlated to a specific user, device or location?

3.15.5.7. Are mechanisms available to allow users to opt in or opt out of any websites that collect, shares, or profiles information on the searches performed, websites visited, e-mails sent, or any other use of the Network?

3.15.5.8. Are mechanisms available to allow users to opt in or opt out of any service that tracks information about the user’s physical location?

3.15.5.9. Are users enumerated or assigned any unique number that can be used to track them from session to session?

3.15.5.10. Are policies in place to respond to legal demands for users’ personal information in accordance with applicable laws?

3.15.5.11. Are users allowed access to all information collected about them?

3.15.5.12. Are users provided with a mechanism to review this information and to correct inaccuracies or delete information?

3.16. COMMUNITY PROGRAMS

3.16.1. The City seeks to complement universal, affordable wireless broadband access with social programs to promote digital inclusion, including affordable end-user hardware, training and support, and the development of community relevant content for low-income and disadvantaged residents.

3.16.1.1. Offerors shall elaborate on how their solution supports these goals.

3.16.1.2. Offerors shall identify any assumed roles of the City in its approach.

3.16.1.3. Offerors shall elaborate on how their solution supports these programs, any commitments for their firm's involvement and any assumptions for the role the City will have in these programs.

3.17. Responsibility For Obtaining Required Authorizations

3.17.1. The successful Offeror will be responsible for obtaining any required agreements, authorizations, or approvals that may be necessary to secure the use of City facilities (e.g. City-owned signal lights, street poles or City-owned buildings) or third party facilities (e.g. utility poles not owned by the City) for the provision of services over the Network. With respect to City facilities, the City will facilitate the obtaining of any necessary authorizations, approvals, or agreements as it deems appropriate and as permitted by law. The successful Offeror will also be responsible for obtaining from the City or third parties as appropriate any necessary agreements for the provision of utility services (e.g. electricity) that are required for the operation of the Network.

PART 4

EVALUATION OF OFFERS

4.1. Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2. Evaluation Process. The evaluation of the proposals involves two phases.

4.2.1. Evaluation Phase One: The Ad Hoc Committee will narrow the proposals to a “short list” of up to three (3) Offerors.

4.2.2. Evaluation Phase Two: The “short list” of Offerors will provide an oral presentation comprised of in-person interviews, product demonstrations, and scripted demonstrations. The Ad Hoc Committee will re-evaluate the “short list” Offerors proposals, taking into consideration the initial technical proposal, the investment & cost proposal, and the information from the presentations, demonstrations, and interviews.

4.3. Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of 0 – 1000 with weight relationship as stated below.

4.3.1. Evaluation Factors:

100 – The Offeror’s general approach and plans to meet the requirements of the RFP.

300 – The Offeror’s detailed plans to meet the objectives of each task, activity, and each requirement listed in Appendix A.

100 – Experience and qualifications of the Offeror and personnel as shown on staff résumés to perform tasks described in Part 3, Scope of Services.

100 – The Offerors financial stability and capability to fulfill the contract based upon the documents submitted per Section 2.3 and Part 6.

100 – The Offeror’s past performance on projects of similar scope and size.

200 – The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 – Investment & Cost Proposal – The investments and costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur independently of the technical evaluation.

4.3.2. Investment & Cost Factors: The investment and cost factors supplied by the Offeror will be evaluated by the Ad Hoc Committee. Please use the format described in Appendix B. Proposed investment and costs factors will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the services. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.3.3. Investment & Cost Evaluation. The Investment & Cost evaluation will be performed by the Ad Hoc Committee or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Investment and cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

4.3.4. Local & Resident Preference. A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

NOTE: Since the nature of the project resulting from this RFP will not be known until after a proposal has been selected by the ad hoc committee, the form of Agreement may change. These terms and conditions will still apply as will the standard City General Conditions for all public works construction. The General Conditions are contained in COA Standard Specifications available at www.cabq.gov/planning/publications.

**PART 5
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Finance & Administrative Services, RFP2007-016-SB, titled "Citywide Wireless Broadband Network", dated May 11, 2007 which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP2007-016-SB, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide a Citywide wireless broadband facilities (the "Facilities") in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within _____ years of the date of execution of this Agreement. This Agreement may be extended for up to _____ additional one-year periods upon written agreement of the parties.

3. Non-monetary Consideration.

A. *Consideration.* As consideration for the rights granted to the Contractor under this Agreement, the Contractor shall provide the following non-monetary consideration: TBD

B.. *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement

will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Bonds and Insurance. The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. Rights Granted by the Contractor.

A. In consideration of the rights and privileges granted by the City, the City shall have and the Contractor shall grant to it the right and privilege at the City's expense to suspend and maintain wires and necessary control boxes on Contractor's facilities, if space therein is available, which the City may require for fire, police, emergency, or other municipal purposes. All such wires shall be placed so as not to interfere with the service of the Contractor and shall not pose a danger to the Contractor's facilities, customers, or customer's property. However, nothing herein shall limit the Contractor's right to reserve space which in its sole discretion it retains for purposes of assuring the safety of or servicing of its facilities.

B. As further consideration of the rights and privileges granted by City, and upon reasonable request by the City and to the extent the Contractor can reasonably do so, pursuant to its leases and agreements with other contractors, the Contractor will grant joint use of the property which it now, or in the future, has an interest in, to the City for purposes, including but not limited to parks, drainage facilities, bikeways, traffic conduits, mass transit corridors, sanitary sewer lines, pedestrian area parking, open spaces, and electric, cable, natural gas, and water service distribution, provided that the Contractor shall not be required to make such an offer in any circumstance where such offer would unreasonably interfere with the Contractor's use of the property. If the City's joint use is accepted by the Contractor, then any improvements deemed appropriate by the City shall be made by the City at its sole expense.

9. Public Works Construction.

A. *Construction forecast.* On or before the first day of June each year of this Agreement, the City and Contractor will meet and exchange three year construction forecasts, together with such additional information as the City and Contractor deem appropriate relating to projects planned within the City. The City and Contractor shall hold such additional meetings as they deem necessary to exchange additional information with a view toward coordinating their respective activities in these areas where such coordination will prove mutually beneficial to the public by minimizing disruption costs to the public. Contractor will comply with all building and zoning codes and assure that aesthetic and other relevant planning principles have been given due consideration. It is recognized that, notwithstanding the foregoing, the City retains absolute discretion over the timing and all other aspects of the City's proposed projects. The parties will make reasonable efforts to allow each party's work to be incorporated in the other's respective projects.

B. *General.* In all public works construction undertaken by the Contractor pursuant to this Agreement, the Contractor shall comply with all standard City requirements.

C. *Safety standards.* The facilities of the Contractor shall at all times be constructed, operated, and maintained so as to protect and safeguard the health and safety of the public, and to this end Contractor shall observe all rules pertaining thereto prescribed by any local, state, or federal regulatory authority.

D. *Supplying maps.* Contractor shall maintain on file all available maps, operational data, and reports pertaining to its operations in the City. The City may inspect the maps, data, and reports at any time during business hours. Upon request of the City, the Contractor shall furnish to the City, as soon as practicable without charge, current maps, either in a "hard copy" printed form or in the City's AGIS format or compatible data base, showing the location and dimension of any facilities, but not other proprietary information, used in operating the Contractor's facilities within the City of Albuquerque.

E. *Permit, inspection, and review/location charges.* The Contractor shall furnish all permit and inspection charges related to the Contractor's construction, as in accordance with City requirements.

F. *Wage Rates.* All public works construction under this Agreement is subject to current New Mexico minimum wage rates. The Contractor or the City will request a wage decision from the New Mexico Construction Industries Division prior to commencement of construction and the Contractor shall be responsible for ensuring that the appropriate wage rates are paid.

10. Construction in the Public Right-of-Way.

A. *Public Rights-of-Way.* For purposes of this Agreement, Public Rights-of-Way shall mean present and future surface, air space above the surface (but not including air space used by wireless carriers for the transmission of telecommunications services), and area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement, or similar public property in which the City holds any property interest or exercises any rights of management or control.

B. *Construction plans and drawings.*

(1) Before the Contractor may conduct underground work involving excavation, new construction, or major relocation work in any Public Rights-of-Way:

(a) The Contractor shall first notify the City through the acquisition of an Excavation and/or Barricade Permit and shall comply with any special conditions relating to location, scheduling, coordination, and public safety; and

(b) The Contractor shall file maps and/or drawings with the City showing the location of any construction or extension of its facilities and services in any Public Rights-of-Way of the City. For multi-conduit duct banks, maps and drawings shall show overall size, material, and configuration of the duct bank showing the horizontal and vertical locations within the Rights-of-Way, size and type of equipment and materials and location of other utilities. Upon request from the City, the Contractor shall provide City with updates of the maps and drawings showing the location of any new construction, extension, or relocation of its facilities or line spot such facilities. All materials provided pursuant to this section shall be kept confidential to the fullest extent possible under the law.

(2) Proposed construction work to be done by the Contractor shall be performed in a safe manner and in accordance with applicable federal and state laws and City requirements now or hereinafter existing, including the Street Excavation and Barricading Ordinance, as that ordinance may be amended from time to time (which ordinance requires a Sidewalk, Drive-pad, Curb, and Gutter Bond, a bond securing payment of permit fees, and evidence of at least \$1,000,000 in the requisite insurance coverage(s) or provision for self-insurance acceptable to the City.)

(3) Prior to initiating any construction or extension of the facilities and contemporaneous with the filing of maps and drawings, Contractor shall pay a review/location fee. Such preconstruction review/location fee shall be \$1.50 per linear foot as diagramed and mapped; however, in no event shall such fee exceed \$30,000 on an annual basis. The review/location fee shall be imposed for all subsequent additions or extensions of the Contractor's facilities as may be proposed from time to time and shall be due each 15th day of January, the due date for updated maps.

C. *Installations, excavations, and restorations.*

(1) (a) Pursuant to the authority granted under this Agreement, the Contractor shall have the right to excavate in, occupy, and use any and all Public Rights-of-Way for the purpose of installing, erecting, constructing, repairing, maintaining, removing, relocating, and operating its facilities after obtaining any and all appropriate permits from the City, and in compliance therewith; provided, however, that:

(i) The Contractor shall not place any of its facilities on, over, under, or within any City park, duly designated as such by the City, but nothing herein contained shall preclude the City from granting a revocable permit therefor;

(ii) The Contractor shall not place any of its facilities on, over, or within the median portion of any boulevard or parkway, except for perpendicular crossings, without first having obtained the written permission of the City;

(iii) Where appropriate and as may be required by the City through any permitting process, installation, excavations, and restorations affecting street and/or lane closures shall be approved by the City and in accordance with current City policies and ordinances;

(iv) The City reserves the right to direct the coordination and scheduling of any Contractor projects where such project may be reasonably coordinated with the placement of other Contractor facilities. Otherwise, and subject to City permitting processes and approvals, it is recognized that, notwithstanding the foregoing, the Contractor retains discretion over the timing of the Contractor's proposed projects; and

(v) The Contractor shall, to the extent feasible, employ "trenchless" technology in the placement of its facilities.

(b) Except in an emergency, not less than two working days prior to the commencement of any work by the Contractor which involves excavation in any Public Rights-of-Way, the Contractor shall notify the Director of the City's Department of Municipal Development (the "Director") through the barricade and excavation permit process, including payment of any and all fees. Contractor

shall comply with the Street Excavation and Barricading Ordinance as it now or may exist in the future. In an emergency, the Director shall be notified the next working day.

(2) Whenever work is performed in any Public Rights-of-Way, the Contractor shall take all reasonable precautions to minimize interruption to traffic flow, damage to property, or creation of a hazardous condition. A plan for traffic control shall be provided to the Director for his approval prior to issuance of a permit.

(3) After any excavation shall be made and after work is completed, the Contractor, at Contractor expense, shall as soon as practicable but not longer than one day, weather permitting, remove all surplus material in compliance with specifications, requirements, and regulations of the City in effect at the time of such restoration and restore the portion of the Public Rights-of-Way in a manner consistent with the normal specifications and requirements of the City. If the Contractor fails to restore promptly the affected portion of the Public Rights-of-Way, including reseeding, following written notice to Contractor, and reasonable opportunity to cure, the City may make the restoration in a manner satisfactory to City, and all costs incurred for such restoration, whether done with City work forces and equipment or otherwise shall be paid by the Contractor, or recovered from any posted bonds, including the cost of any inspectors the City may assign to the project.

(4) The Contractor shall be responsible for the maintenance of its own equipment, facilities, and appurtenances placed upon, over, or under the Public Rights-of-Way, including the removal of all graffiti therefrom. If after twenty-four (24) hours notice from the City such graffiti has not been removed, it will be removed by the City at Contractor's sole cost.

(5) The Contractor shall ensure its public facilities in Public Rights-of-Way are located and constructed in a manner such that access is not impaired in compliance with the Americans with Disabilities Act (ADA). Any intersection upgrades shall include upgrading all four (4) corners with ADA accessibility compliant ramps. Following notice by the City of an ADA construction problem, the Contractor shall have 30 days or other reasonable time to remedy the problem. In the event that the City and the Contractor cannot agree that a problem exists, any dispute shall be submitted to non-binding mediation, with the assistance and through the City's Alternative Dispute Resolution (ADR) Coordinator.

D. *Location and relocation of facilities.*

(1) All facilities of the Contractor shall be placed so that they do not interfere with the use of Public Rights-of-Way by the City and shall only be placed after approval of the location by the Director and in accordance with all ordinances and regulations adopted by the City governing the location of facilities. The City reserves the right to construct, install, maintain, and operate any public improvement, work, or facility, do any work that the City may find desirable on, over, or under any Public Rights-of-Way, and vacate, alter, or close any Public Rights-of-Way subject to Contractor's rights set out at § 13-4-10-6.F.(3). All such work shall be done, if possible, in such a manner as not to obstruct, injure, or prevent use and operation of the Contractor's facilities. Pursuant to its authority granted hereunder, Contractor agrees to obtain the City's express written approval before placing any poles in Public Rights-of-Way that do not currently exist in Public Rights-of-Way.

(2) (a) After notice to the Contractor, where relocation cannot reasonably be avoided and where the City and the Contractor agree that no alternative exists, the City may require the removal or relocation of facilities used by the Contractor in any Public Rights-of-Way as may reasonably be required by the, or caused or occasioned by, any City project, including but not limited to the installation of water, sanitary sewer, storm drainage, or traffic signal facilities, road reconstruction, or other Public Right-of-Way construction. The Contractor shall remove and relocate such facilities within 60 days following notice to do so from the City. Projects requiring, in the opinion of the Contractor and the City, in excess of 60 days to complete shall be completed in a time frame determined on a project specific basis. Prior to any such relocation, the City agrees to provide for a suitable location for such relocated facilities sufficient to maintain service. The cost of any removal or relocation of its facilities shall

be paid by the Contractor. Notwithstanding the foregoing, the Contractor shall not be required by the City to relocate its facilities to accommodate competitor or other operator in the City. The costs of any relocations occasioned by another franchisee of the City in no event shall be the responsibility of the City. If there is a delay in a City project due to Contractor's relocation, then Contractor shall pay all expenses incurred by the City as a result of the delay. Notwithstanding the foregoing, Contractor shall not be required by the City to relocate its facilities to accommodate another franchisee or Contractor in the City. The costs of any relocations occasioned by another franchisee of the City in no event shall be the responsibility of the City.

(b) The Contractor shall reconstruct, replace, or restore any street, alley, or public way or place in a timely fashion and any water, sewer, sanitary sewer, storm drainage, traffic signalization facilities, or other facility of the City disturbed by the Contractor, without cost to the City, to a condition acceptable to the City consistent with City standards and specifications for public works construction. Any facility so disturbed by the Contractor shall be reconstructed, replaced, or restored only under the supervision of City personnel.

(c) Subject to the provisions of this section and upon notice to the City, the Contractor may remove or relocate facilities maintained by the Contractor on its own initiative.

(3) Where the City, acting through itself, an agent, contractor, or permit holder, proposes to improve a street, which requires the relocation of an existing aerial facility within the Public Rights-of-Way under its jurisdiction or control, the Contractor shall replace such overhead distribution facilities as are then within the affected right-of-way with underground facilities. All such relocations shall be at Contractor expense. The conversion from overhead to underground shall be conditioned upon the City requiring the undergrounding in the area in which both the existing and new facilities are and will be located. Such replacement of overhead with underground distribution facilities shall be paid for by the Contractor.

E. *Public works and improvements.*

(1) The City reserves the right to construct, install, maintain, and operate any public improvement, work, or facility and do any work that the City may find desirable on, over, or under any Public Rights-of-Way. All such work shall be done, if possible, in such manner as not to obstruct, injure, or prevent free use and operation of the Contractor's facilities.

(2) Whenever the City shall excavate or perform any work in any present and/or future Public Rights-of-Way of the City, or shall contract, for such excavation or work, where such excavation or work may disturb but not require removal or relocation of Contractor's facilities, the City shall notify the Contractor sufficiently in advance of such contemplated excavation or work to enable the Contractor to take such measures as may be deemed necessary to protect and support such facilities from damage and possible inconvenience or injury to the public or the City's Public Rights-of-Way. If the Contractor cannot take such measures, the Contractor shall be required to relocate its facilities in accordance with this Agreement. In such case, the Contractor upon request shall furnish field markings to the City or contractor, as the case may be, showing the location of all its facilities in the area involved in such proposed excavation or other work.

(3) Whenever the City shall vacate any Public Rights-of-Way for the convenience or benefit of any person or governmental agency or instrumentality, the Contractor's rights shall be preserved as to any of its facilities then existing in such Public Rights-of-Way.

F. *Moving of buildings.* Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the aerial cables or wires or other apparatus of the Contractor to permit the passage of any building, machinery, or other object, the Contractor shall perform such rearrangement upon the receipt of written notice from the person or persons desiring to move said building, machinery, or other objects. The written notice shall detail the route and timing of movement of the building, machinery, or other object. The costs incurred by the Contractor in making such rearrangements of its

aerial plant will be borne, excepting the City, by the person or persons seeking such rearrangement, unless the aerial plant is placed or maintained in violation of the applicable rules of any local, state, or federal regulatory agency and thereby interferes with the movement.

11. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

12. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

13. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

14. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

16. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

18. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

19. Assignability.

A. No rights granted under this Agreement shall be sold, resold, assigned, transferred, leased, or conveyed by the Contractor without the prior written consent of the City. The

Contractor shall provide written notice to the City at least 30 days prior to such proposed sale, transfer, or conveyance and shall submit all information reasonably requested by the City relating to the financial, technical, and operational qualifications of the transferee. If such transfer is approved, the transferee must affirmatively, and in writing, assume all obligations, rights, and liabilities of the Contractor as specified in this Agreement.

B. Any change of control of a Contractor shall constitute a transfer under this section. A mortgage or other pledge of assets to a bank or lending institution in a bona fide lending transaction shall not be considered an assignment.

20. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

21. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply..

22. Arbitration. If either party disputes the enforcement of any provision of this Agreement and the dispute is not resolved through mediation, either party may choose to request that the dispute be submitted to arbitration under the New Mexico Uniform Arbitration Act, Section 44-7-1 to 44-7-22 NMSA 1978, or to institute litigation to resolve the issues.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

25. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

26. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

27. **Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved by:

Bruce J. Perlman, Ph.D.
Chief Administrative Officer

Date: _____

Tanda Meadors, Director
Department of Finance & Administrative Services

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

Fed. Tax ID No. _____

State Tax ID No. _____

Exhibit A
City of Albuquerque Request for Proposals

Exhibit B
Offeror's Proposal

Part 6
Forms

**INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

1. **ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form with its offer. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. The form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.
2. **LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
3. **PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. Do not use a post office box or other postal address.
4. **ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, not the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
5. **DEFINITIONS.** The following definitions apply to this preference:
 - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
 - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
 - A principal Offeror is a single Offeror, a business which is the prime contractor or one of the prime contractors and not a subcontractor, or a partner or joint venturer submitting an offer in conjunction with other businesses.
6. **ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP2007-016-SB

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: SELECT ONE

- Corporation – Indicate state of corporation → _____
- Partnership – Indicate “general” or “limited” → _____
- Sole Proprietorship (Single Owner with employees) → _____
- Individual (Single Owner/No employees) → _____
- Other – Indicate status → _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico → _____

ARTICLE I. CERTIFICATIONS

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature or Authorized Individual: _____ ←

Printed Name: _____

Title: _____

Date: _____

YOUR MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Proposal dated _____, 20__, for _____, which Proposal is by reference made a part hereof and is hereinafter referred to as the Proposal.

NOW, THEREFORE, the condition of this obligation is such that, if the City shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the City in accordance with the terms of such Proposal, and give such bond or bonds as may be specified in the Request for Proposals with good and sufficient surety for the faithful performance of such contract or in the event of this failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

ATTEST:

Principal: _____

By: _____

Title: _____

ATTEST:

Surety: _____

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called the Contractor, and _____, a corporation duly organized and existing under and by virtue of laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the mount of _____ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFP2007-016-SB, entitled "Citywide Wireless Broadband Network", and shall by written agreement enter unto a contract with the City described as follows: _____, which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alternation or extension of time made by the City.

The Surety hereby waives notice of any alternation or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a proposal or proposals for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contractor may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

Signed and Sealed this ____ day of _____, 2007.

Attest:

Contractor: _____

By: _____

Title: _____

Attest:

Surety: _____

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

Financial Information Statement

- 1. General Information.** The Offeror hereby certifies that all statements and all answers to questions herein are true and correct to the best of its knowledge and belief. Statements must be complete, accurate and in the form requested. City reserves the right to confirm and request clarification of all information provided. Incomplete disclosures may deem the Offer to be non-responsive by the City, and the Proposal may be rejected and returned.

Additional sheets may be attached if required. If additional sheets are required, annotate all responses in coordination with the outline established herein, clearly showing the paragraph and subparagraph to which the attachment pertains.

- a.** Name, address and telephone number of Offeror exactly as it should appear in the proposed Citywide Wireless Broadband Network agreement.

Offeror Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Telephone No.: () _____ **Fax No.:** () _____
Email Address: _____

- 2. Financial Information.** Provide financial statements of the Offeror, as follows:

- a.** If a publicly traded corporation (attach information to this Form):
- 1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K for the Offeror's last three (3) fiscal years.
 - 2) The most recent Form 10Q since the last Form 10K was submitted.
 - 3) Any form 8Ks in the Offeror's last fiscal year.
- b.** All other organizations not required to submit SEC document (attach information to this Form):
- 1) Provide complete income tax returns or financial statements, for the three (3) most current years, including notes thereto, certified by corporate official as to accuracy, or income tax return of owners for qualifying years.
 - 2) List creditors (business and personal) detailing names, addresses, phone numbers, account numbers, current balances and contact persons.
 - 3) Disclosure of long-term receivables and payables, including current status. Provide details and documents including contact person(s).
 - 4) List bank accounts, detailing bank name, address, account numbers, current balance by account, contact person(s), and phone numbers.
 - 5) Real estate declared as assets (provide legal description).

- 3. Financing.** All Offerors must specify how they are going to finance the venture, including debt financing, equity financing, or other forms of financing. Depending on the type of financing, the Offeror will need to provide the following:
- a. Bank Financing** – a letter of commitment from a bank for the amount of anticipated financing required to complete the initial capital investment for the development of the Citywide Wireless Broadband Network to which this proposal applies (attach to this Form).
 - b. Internal Resources of the Offeror** – Recent balance sheet of the Offeror demonstrating sufficient liquid assets in excess of current liabilities. Indicate assets that are intended to be used for the initial capital investment for the development of the Citywide Wireless Broadband Network to which this proposal applies (attach to this Form).
 - c. Personal Resources** – Details of personal assets available and supporting documentation of those resources. For example, if real property is to be sold to finance development and operations under this proposal, then provide evidence of the current value of the asset(s) to be sold, and details of any liens and/or mortgages currently held on the property (attach to this Form).
 - d. Cash infusion or Loan from Shareholder or Corporate Parent** (attach to this Form).
 - 1) Written statement from the shareholder or corporate parent of the amount to be funded and terms of that funding.
 - 2) Supporting documentation (i.e. balance sheet) of resources of the shareholder or corporate parent.
- 4. Annual Gross Sales.** Provide certified annual statements of gross revenues for the last five (5) consecutive years for each project referenced for Section 2.1.2.2.
- 5. Bankruptcy.** Provide a statement advising whether Offeror or any of its principals, officers, directors have been parties to any bankruptcy proceedings in the past seven (7) years.
- 6. Surety Information**
- a.** Has the Offeror had a bond or surety cancelled or forfeited?
 - Yes. If yes, state name of bonding company, date, amount of bond and reason for cancellation or forfeiture (attach to this Form).
 - No.
 - b.** Provide information, including name of surety/bonding company that indicates the Offeror's ability to qualify for, obtain, and submit the Performance Bond, if the Offeror is awarded this Citywide Wireless Broadband Network agreement.
 - c.** List the insurance companies the Offeror will use to meet the insurance requirements of the proposed Citywide Wireless Broadband Network agreement. Provide certificates of insurance or insurance binders.

7. Confidentiality of Records. Offeror should indicate by page number the identification of any portions of its Proposal, which it deems confidential, or which contains proprietary information or trade secrets, copyrights, patents or patents pending. Offeror should provide justification of why materials, upon request, should not be disclosed by City under the Inspection of Public Records Act § 14-2-1 NMSA 1978. City may otherwise use or disclose the data submitted by Offeror. The Offeror's opinion of proprietary information is not necessarily binding upon City (attach to this Form).

CERTIFICATION. I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within ten (10) calendar days of notice, the necessary documents to substantiate the information provided on this form.

Name: _____ **Title:** _____

(Corporate Seal)

Dated: _____, 2007

Appendix A

Scope of Services Matrix

Responses to the Scope of Services matrix must be in the Excel spreadsheet provided in Appendix A of this RFP. A copy of this entry form is available from the City website, www.cabq.gov/purchase.

Appendix B

Investment & Cost Proposal

This table provides an example of how to develop the total value of the proposed solution and economic impact analysis. Responses to this RFP should include a similar investment and cost schedule. Offerors must use this format but may edit as necessary to match the submitted proposal.

Appendix B

RFP2007-016-SB

Investment & Cost Proposal

This table provides an example of how to develop the total value of the proposed solution and economic impact analysis. Responses to this RFP should include a similar investment and cost schedule. Offerors must use this format but may edit as necessary to match the submitted proposal.

Investment: One-time and recurring costs that are incurred by the Contractor

Cost: Costs that incurred by the City, either through direct payment, construction costs, or reimbursables.

All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

INVESTMENT & COST FACTORS

Investment Item	First 5-Years of Contract	Second 5-Years of Contract	Total Estimated 10-Year Investment (Capital & Operating)
<u>One-Time Capital Investment</u>			
Citywide Wireless Network Infrastructure Build Out			
Network Design	\$	\$	\$
Equipment (Hardware/Software)	\$	\$	\$
Deployment/Installation	\$	\$	\$
Permits, Rights of Way Fees (as applies)	\$	\$	\$
Hardware/Software Upgrades	\$	\$	\$
Total One-Time Capital Investment	\$	\$	\$
<u>Recurring Operating Investment</u>			
Ongoing maintenance and support of the Citywide Wireless Network	\$	\$	\$
Other recurring operating investment (please describe by line item)	\$	\$	\$
Total Recurring Operating Investment	\$	\$	\$
Total One-Time and Recurring 10-year Operating Investment	\$	\$	\$

City-Owned Persistence System (Costs to the City)

Hardware/Software	\$	\$	\$
Implementation Services	\$	\$	\$
Recurring Costs (i.e. Maintenance and Support)	\$	\$	\$
Total Costs for City-Owned Persistence System	\$	\$	\$

Optional 4.9 GHz Hybrid Model (Costs to the City)

Citywide Wireless Network Infrastructure Build Out for 4.9 GHz

Network Design	\$	\$	\$
Equipment (Hardware/Software)	\$	\$	\$
Deployment/Installation	\$	\$	\$
Permits, Rights of Way Fees (as applies)	\$	\$	\$
Hardware/Software Upgrades	\$	\$	\$
Total Costs for Optional 4.9 GHz Hybrid Model	\$	\$	\$