

City of Raleigh
Downtown WiFi
Request for Proposals



March 6th, 2009

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**CITY OF RALEIGH
REQUEST FOR PROPOSALS**

FOR: Downtown WiFi Implementation and Support Services

Scope and Specifications of the Proposal

SCOPE: The intent of this RFP is to secure a partner that will provide Cisco Unified Wireless system professional installation and design services for the City of Raleigh.

This procurement is being conducted in accordance with the provisions of North Carolina General Statute § 143-129.8.

PROPOSAL SUBMITTED BY:

(Company Name)

(Address)

(City/State/Zip Code)

(Typed Name of Person Submitting the Proposal)

(Phone #) (Fax #)

(Date of Proposal Submission)

IMPORTANT DATES:

RFP Issued March 6th, 2009

Mandatory Pre-proposal Conference: March 13th, 2009 1:00 PM
(222 W Hargett St, room 305)

Facilities Review Conference: March 18th, 2009 8:00 AM
(begin tour of facilities at 222 W Hargett St, room 601)

Last Date for Questions: March 25th, 2009

Last Addendum Issued: March 27th, 2009

Due Date: April 3rd, 2009 at 1:00 PM EST

SUBMITTAL REQUIREMENTS and CONTACT INFORMATION: One original and three copies for a total of four (4) complete hard copy sets and one (1) electronic copy on CD of the Proposal for Raleigh Downtown WiFi must be submitted on or before 1:00 PM EST, April 3rd. Send proposals to the following address:

City of Raleigh
Information Technology Department, (6th Floor)
Attention: Jonathan Minter
222 W. Hargett St.
Raleigh, NC 27601
Jonathan.Minter@ci.raleigh.nc.us
(919) 996-5462

Proposal is to be signed only by an authorized representative of the proposer who has authority to enter into a contract with the City on behalf of the proposer, such as a President, Vice President, or other corporate officer.

PROPOSER'S SIGNATURE

COMPANY NAME

1 PROPOSAL FORMAT

- .1.1 Proposal Clarification Questions: After reviewing all proposals received in response to this RFP, the City may develop a list of clarification questions to be addressed by the Proposer. The City or its agent will send these questions to the Proposer for clarification. The Proposer shall provide a response within three (3) working days following the inquiry.
- .1.2 Proposal Format: Proposals shall be submitted by tab number as instructed below. The Proposer agrees and will comply with all provisions and specifications as stated in this RFP unless otherwise stated in the Exceptions section of this RFP. Any additional cost or factors to meet a specification or requirement must be noted in the Exceptions section. Failure to respond to these requirements will result in the proposal being considered non-responsive.
 - .A Tab 1 – Minimum Criteria
 - .1 Authorized officer’s signature
 - .B Tab 2 – Required Documents
 - .1 Proof of required insurance
 - .2 Non-discrimination statement
 - .C Tab 3 – Executive Summary/Overview
 - .1 Written summary of understanding of the scope of work to be performed
 - .2 Technical summary of the system proposed, including details about any improvements over and above the base request that the proposer would suggest
 - .D Tab 4 – RFP Background and Process (Sections 1-2)
 - .E Tab 5 – Main Body of Response (Sections 3-8)
 - .F Tab 6 – Proposal Price (Section 9)
 - .G Tab 7 – Alternative Proposals (see Section 10)
 - .H Tab 8 – Section 11 - Proposal Benefits
 - .I Tab 9 – Section 12 - Exceptions and Clarifications
 - .J Tab 10 – Section 13 - Proposer and Subcontractor Qualifications, Support Capabilities, and References
 - .K Tab 11 – Section 14 - Appendices
 - .L Tab 12 – Collateral Information (any additional information the proposer feels is useful to include)

- .1.3 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified in the **Exceptions Section**, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions. No exceptions will be allowed to the terms and conditions labeled as "Mandatory Legal Terms and Conditions" within Appendix A.
- .1.4 Request for Proposals: It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposals.
- .1.5 Proposer Contact/Questions about the RFP:
 - .A Proposer communications shall be limited to contacts defined herein. Failure to comply with this provision may result in disqualification or evaluation penalty.
 - .B It shall be the Proposer's responsibility to learn all aspects of the RFP requirements. Should any details necessary for a clear and comprehensive understanding be omitted or any error appear in the RFP documents, or should the Proposer note facts or conditions that in any way conflict with the letter or spirit of the RFP documents, it shall be the responsibility of the Proposer to obtain clarifications before submitting a proposal.
- .1.6 Pre-Proposal Conference: There will be a mandatory pre-proposal conference on March 13th, 2009 to ensure that all proposals are formatted correctly and contain the appropriate information to be considered.
- .1.7 Facilities Review Conference: There will be a mandatory conference on March 18th, 2009 where proposers will have an opportunity to meet with facilities management staff to ask questions about structures that may have access points mounted on them and to visit each site.
- .1.8 Addenda: Addenda are any graphic or written instruments issued by the City prior to the date for receipt of proposals that modify or interpret the proposal document by additions, deletions, clarifications, or corrections. Addenda will be mailed to all who are known by the City to have received proposal documents. No addenda will be issued later than five (5) business days prior to the date for receipt of proposals, except an addendum postponing or withdrawing the request for proposals.
- .1.9 Information: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the City. No employee or representative of the City is authorized to interpret any portion of this

- RFP or give information as to the requirements of the RFP in addition to that contained in this written RFP document and any amendment thereto.
- .1.10 Descriptive Material: The City is not responsible for locating or securing any information that is not identified in the proposal and reasonably available to the City. To ensure that sufficient information is available, Proposer must furnish as a part of this proposal all descriptive material necessary for the City to (1) determine whether the product offered meets the requirements of the Contract Documents and (2) establish exactly what the Proposer proposes to furnish in terms of supplies, materials, and services.
- .1.11 Confidentiality of Information:
- .A All information submitted to the City by Proposer shall be subject to the requirements of North Carolina public records law (N.C.G.S. § 132 et. seq.) and the City shall have no liability to Proposer for any release of information that is required by law.
 - .B Any information submitted by Proposer qualifying as a trade secret under North Carolina law must be labeled in accordance with requirements of North Carolina law and must be enclosed separately from materials not qualifying for trade secrets protection. Information labeled as a trade secret that does not qualify as such under North Carolina law will be subject to public inspection and release in accordance with law.
- .1.12 Subcontractors: If your organization will use subcontractors, they must be identified under the References tab of your response.
- .1.13 Request for Additional Information: Prior to the final selection, Proposers may be required to submit additional information regarding the Proposer's qualifications and experience that the City may deem necessary to further evaluate the proposal's qualifications.
- .1.14 Proposal Award: The RFP consists of a base proposal configuration that will be accepted or rejected in its entirety and proposal options that the City may accept or reject individually without regard to the listing order of the option, but only as the City determines is in its best interest.
- .1.15 Right to Accept/Reject: The City reserves the right to reject any proposals that do not conform to the requirements of this RFP or all proposals. The City will select the winning proposal in accordance with requirements of North Carolina law.
- .1.16 Denial of Reimbursement: The City will not reimburse Proposers nor have any liability for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

- .1.17 **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal.
- .1.18 **Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (180) days from the proposal due date.
- .1.19 **Rights to Submitted Material**
 - .A All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received.
 - .B The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.
- .1.20 **Basis of Award:** Proposals will be evaluated based on but not limited to:
 - .A Cost – 25% the price included in the RFP response will be the price evaluated. There WILL NOT be an opportunity for a BEST AND FINAL. Proposer is encouraged to include their best prices in their initial response
 - .B Methodology – 25% Evaluation will include the proposer’s methodology for physical and network design and project management
 - .C Proposer – 25% Evaluation will include financial stability, City experience, references, and quality of response
 - .D Support – 25% Evaluation will include number of trained technicians, response time guarantee, dispatch distance, local installations, project team experience, and remote maintenance options
- .1.21 **Selection Committee:** Proposals may be evaluated by a Selection Committee.
- .1.22 **Submittal of Qualifications:** Proposers should submit experience and qualifications as described in the RFP. Additional information may be submitted as appropriate to further describe vendor and provide product capabilities.

- .1.23 Concurrence with City Contract Terms and Conditions: Vendors must include a statement in their proposal, signed by your Chief Executive Officer, that you concur with all of the City's terms and conditions which are contained in the RFP. If you have any exceptions, limitations, or revisions to any of the terms and conditions of your proposal, you must submit them in writing along with your proposal. The City's Terms and Conditions are included in Appendix A.

2 EXISTING ENVIRONMENT

This section will familiarize the proposer with the City of Raleigh's technical and organizational environment. The proposer's response should take this environment into consideration when proposing a solution.

.2.1 Core Network

- .A The City currently employs Cisco networking equipment as a standard
- .B The core network is located at the 222 W Hargett St Raleigh Municipal Building in the city's main data center and is comprised of dual 6504 chassis and dual 6509 chassis
- .C The City also maintains a secondary data center at 310 W Martin St, which is connected to the main data center by dual 10 Gbps underground fiber connections

.2.2 Raleigh Convention Center (RCC) network

- .A The RCC has two networks: public and administrative
 - .1 The administrative network is for employees of RCC who need to access City network resources. The administrative network utilizes a 6509 chassis at RCC, connected to the city network through dual 10 Gbps underground fiber connections to the 310 W Martin St data center.
 - .2 The public network is self-contained within the RCC facility. It utilizes a 6509 chassis for a network core.

.2.3 Wireless

- .A City Wireless - The City currently offers private wireless network access to employees using city-owned laptops in several downtown facilities, including the Raleigh Municipal Building, One Exchange Plaza, and 310 W. Martin St.
- .B Public Wireless

- .1 The City currently offers free public wireless in certain parts of the Raleigh Convention Center and for-pay public wireless in the Raleigh Convention Center for events. This wireless network utilizes the public network at the RCC facility.
- .2 The City is currently in the process of offering free public wireless alongside the private wireless it currently offers in City buildings
- .C Wireless standards
 - .1 The City uses the Cisco Wireless Control System and LWAPP antennas to manage the public wireless at the Raleigh Convention Center and is on the public network at RCC.
 - .2 The City is currently in the process of converting its existing in-building wireless antennas LWAPP antennas managed by a Cisco Wireless Control System
 - .3 The City currently uses 1131 and 1242 access points from Cisco
- .D Cellular data cards
 - .1 The city currently uses cellular data cards (from Sprint and AT&T) for the vast majority of its mobile workers, including all police officers, inspectors, and other administrative workers
- .2.4 ISP
 - .A The City currently maintains a 50 Mbps internet connection through TimeWarner Cable Business. This internet connection is served out of the Raleigh Municipal Building
 - .B The Raleigh Convention Center also maintains an ISP for its public network and public wireless. This is a 10 Mbps (with bursting capabilities) from Celito.
- .2.5 SONET ring
 - .A The City is currently in the design phase of a city-wide SONET ring that will provide city-owned and operated network connectivity to the vast majority of city properties
 - .B This network will contain 6 core nodes at buildings across the city, including two downtown (the Raleigh Municipal Building and the Raleigh Convention Center).
 - .C When the Clarence E. Lightner Public Safety Center is completed at 110 S McDowell St (current schedule is for

occupancy in Fall 2012), the core node at the Raleigh Municipal Building will be moved to the Public Safety Center

- .D The SONET network will be served on multiple physical media, including underground fiber, aerial fiber, and wireless point to point for fiber replacement where it is inefficient to run fiber
 - .E Existing fiber connections (at RCC and 310 W Martin St) will be converted to SONET connections
 - .F This network will not be available in time for use in this project
- .2.6 Vertical Assets – The City currently owns the following properties, which could be used to mount access points
- .A One Exchange Plaza – 219 Fayetteville St
 - .B Dillon Building – 310 W Martin St
 - .C Raleigh Municipal Building – 222 W Hargett St
 - .D Municipal Parking Deck – 201 W Morgan St
 - .E Raleigh Convention Center – 500 S Salisbury St
 - .F Progress Energy Center for the Performing Arts – 2 E South St
 - .G City Center Parking Deck – 426 S Blount St
 - .H Moore Square Transit – 214 S Blount St
 - .I Moore Square Parking Deck – 121 S Wilmington St
 - .J Blount St Parking Deck – 331 S Wilmington St
 - .K Raleigh Police Department Downtown District
 - .L Wilmington St Parking Deck – 233 S Wilmington St
 - .M Cabarrus St Parking Deck – 436 S Salisbury St
 - .N Police Horse Barn - 415 S Blount St
- .2.7 Governance - The governance for this project will contain the following components
- .A City Council
 - .1 The Raleigh City Council will approve the award of the RFP and the resulting contract.
 - .2 The City Council will also receive special briefings by the project team and City Administration on the purpose of the project and its progress

- .B Information Resource Management Committee (IRMC)
 - .1 The IRMC is the governance committee for the City of Raleigh IT Department
 - .2 It is comprised of department heads from across the City organization
 - .3 The IRMC will receive project briefings and progress reports
- .C Enterprise Project Management Office (EPMO)
 - .1 The EPMO governs all enterprise-wide information technology projects through the use of portfolio and project management
 - .2 The EPMO will receive weekly project status reports and will monitor the project for timeline, budget, and risks.
- .D Downtown Raleigh Alliance
 - .1 The Downtown Raleigh Alliance provides services for the downtown Raleigh business improvement district (BID)
 - .2 Further information can be found at <http://www.godowntownraleigh.com>
 - .3 The Downtown Raleigh Alliance will assist in marketing and branding the downtown WiFi system, coordinating with property owners, and as a liaison to the downtown community
 - .4 A member of the Downtown Raleigh Alliance will serve on the project team as a key stakeholder
- .E Raleigh Citizen Advisory Council (CAC)
 - .1 Citizen Advisory Councils are voluntary organizations that exist to give Raleigh citizens a forum to review issues of interest to their own community/neighborhood and express concerns to the City council
 - .2 The project team will provide opportunities for the Raleigh Citizen Advisory Council (the overall CAC) and the Central Citizen Advisory Council to review and comment on the project
- .F City Attorney's Office
 - .1 The City Attorney's Office will provide oversight to the RFP and contracting process to ensure that the procurement and implementation is done according to state and local laws
 - .2 The City Attorney's Office will also provide insight and approve any citizen-facing policies or terms that govern the use of the wireless network (such as an acceptable use

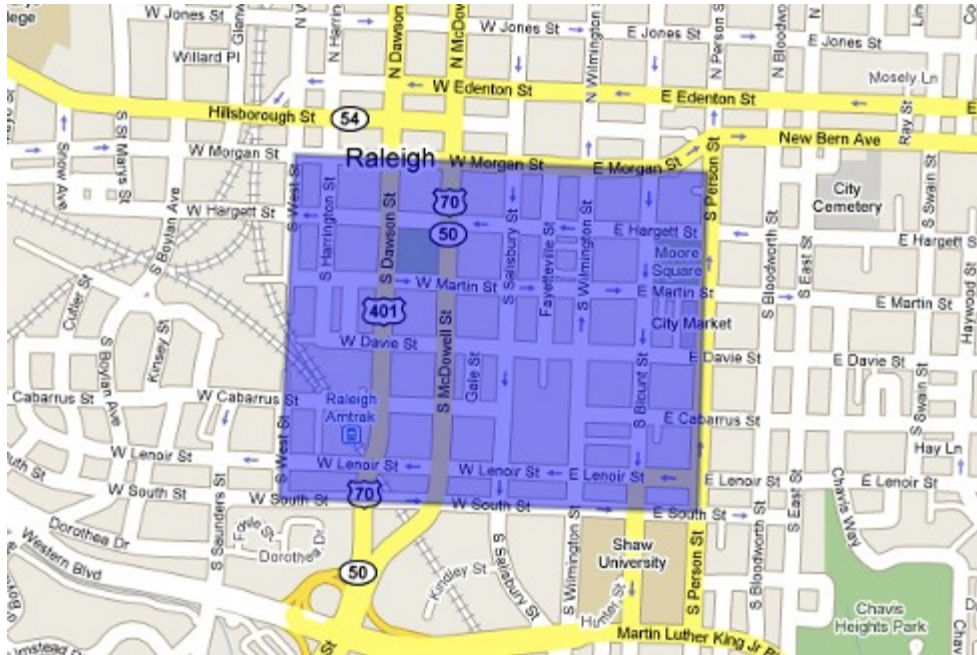
policy or a terms of use policy to which a user must agree before gaining access to the network)

.G Other City Departments

- .1 Facilities Management – The City’s Facilities Management department will provide oversight and approval to methods used to mount access points on city-owned facilities
- .2 Public Utilities – The City’s Public Utilities Department will be a key user of the system as they are implementing wireless automated meter reading systems
- .3 Raleigh Convention Center – The Raleigh Convention Center currently offers public wireless and will be key stakeholders in any expansion of that wireless access
- .4 Public Affairs – The City’s Public Affairs department will assist in branding and ongoing marketing

3 PROJECT SCOPE

- .3.1 The intention of the RFP is to secure a vendor for professional services including installation, training, and service of a Cisco Unified Wireless system for the City of Raleigh downtown.
- .3.2 Proposed coverage - The proposed wireless coverage is depicted in the map below. It is understood that coverage will not be ubiquitous and coverage is only intended for exterior spaces.



- .3.3 Project Schedule
 - .A RFP Issuance and Response – March to April
 - .B Contract Negotiations – April to May
 - .C Implementation (including pilot phase) – May to September
 - .D Full production – around September, 2009
- .3.4 System Uses – The City of Raleigh would like to use this wireless network for the following purposes
 - .A Immediate – Use cases that can be realized immediately with a base WiFi system. These use cases are the focus of this RFP.
 - .1 Free, public WiFi in the covered area for use by WiFi-enabled laptops, PDA's, smart phones, other handheld devices, or any device that can communicate using the 802.11 standards

- .2 Branding and marketing of downtown Raleigh as a destination
 - .3 Allow visitors to browse events and maps while visiting downtown, parks, museums, etc
 - .4 Amenity for the Raleigh Convention Center and all downtown businesses
 - .5 Wireless meter reading for Public Utilities
 - .6 Provide advertising on initial web page to downtown establishments
 - .B Extended – Use cases that need extra equipment, systems, or business processes to be realized. These use cases will be considered separately from the immediate use cases above. Proposers may wish to provide alternative proposals to fulfill these use cases.
 - .1 Video surveillance – for downtown parking garages or other establishments that would like to have video monitoring
 - .2 Emergency alerts – through the use of two-way audio (i.e. push-button emergency alerts or broadcast audio alerts)
 - .3 Digital signage – sophisticated digital signage for marketing, events, information sharing, emergency alerts throughout downtown. This could be used for advertising to fund operational costs
 - .4 Intelligent parking – WiFi based intelligent parking systems can assist in determining lot capacities and spot vacancies to make urban parking more efficient
 - .5 Point to point – the City may wish to use the wireless mesh infrastructure as a telco replacement for remote sites
 - .C The City of Raleigh may also expand the wireless network for use in public parks, to target certain areas of the city to provide wireless access, or to expand use for city services or public safety.
- .3.5 Proposer Responsibilities – The City of Raleigh expects the proposer to be responsible for the following aspects of the project
- .A Technical solution design and implementation (section 4) – access point standards, coverage design, backhaul methodology, internet access, management platform, etc
 - .B Physical solution design and implementation (section 5) – physical antenna placement, coordination with non-City of Raleigh property owners, power, weather protection, accidental damage protection, etc

- .C Project Management and Implementation Team (section 6) – project planning, scheduling, resource management, project communication, budget management, executive communication, coordination with other political entities, composition of implementation team
- .D System Monitoring and Maintenance (section 7) – ongoing monitoring and maintenance of the system to respond to system issues, failures, etc.

4 TECHNICAL SOLUTION DESIGN AND IMPLEMENTATION

- .4.1 For each component below, please describe your proposal, taking into account the suggested specifications for the component and any additions or modifications you would make to those specifications.
- .4.2 Pricing for each section should not be included below. Please place all pricing in the spreadsheet provided, named “Proposal Pricing.xlsx” in the “Technical Solution” worksheet.
 - .A **IMPORTANT NOTE ABOUT CISCO PRODUCTS:** For the purposes of this RFP, the City of Raleigh only needs a bill of materials based on the design from this RFP, but it will not be procuring the Cisco equipment through this bid.
 - .B Please work with our Cisco Account Representative, Elyce Williams, for details or clarification. Her contact information can be obtained from the City’s point of contact for this RFP.
- .4.3 Wireless Access and Coverage
 - .A Suggested Specifications
 - .1 The system shall provide exterior 802.11g and n coverage in the 2.4 Ghz and 5 Ghz spectrum to the blue shaded areas in the map found in section 3.02
 - .2 The system shall allow for use of licensed (primarily 4.9 Ghz for public safety) spectrum
 - .3 The system shall provide acceptable coverage to all areas, defined as a minimum signal level of 25-30 dBm above the noise floor in covered areas
 - .4 The system shall provide coverage from the ground, up to 30 feet in the air
 - .5 The system shall provide 1 Mbps raw bandwidth to the access point for all concurrent users

- .6 The system shall be designed to take into account areas in the downtown where high densities of wireless users may be present from time to time
- .7 The system shall use the LWAPP protocol for access points
- .8 The system shall not interfere with existing wireless networks that are operated by third parties.
- .9 The system shall make appropriate use of dynamic frequency selection to ensure compliance with FCC regulations, or shall compensate by not using frequencies that require dynamic frequency selection
- .10 The system should allow for multiple SSID's with multiple network policies for flexibility
- .11 The system shall be configured to support video surveillance applications (although this is a future use, it is the most likely application the City will implement on the network)
- .12 The system shall allow for Quality of Service (QoS) traffic prioritization for specific applications (e.g. video surveillance, public safety, meter reading, voice over WiFi, etc)
- .13 The system shall allow for secure wireless access through the use of standard wireless security mechanisms (WPA, AES, WEP, etc) for specific applications or SSID's
- .B Describe the access point solution you propose and the methodology you propose to survey the area to ensure adequate coverage and density below

.4.4 Backhaul

- .A Suggested Specifications
 - .1 The backhaul solution shall provide backhaul for the public wireless network and will not interfere with the operations of the city's administrative network
 - .2 The backhaul solution shall have enough capacity to handle the design proposed in section 4.03, and be easily expanded for future growth
 - .3 The backhaul solution shall be designed to eliminate single paths and single points of failure
 - .4 The solution shall utilize separate channels for backhaul traffic and client traffic
- .B Describe the backhaul solution you propose, given the City's current infrastructure (listed in Section 2) below

.4.5 Internet access

.A Suggested Specifications

- .1 The system shall provide adequate internet access to all users of the system, defined as 384 Kbps per concurrent user for the designed concurrent user capacity
- .2 The system shall allow for content filtering (as determined by City administration)
- .3 The system shall provide bandwidth limiting devices to ensure that users cannot monopolize the internet connection or execute Denial of Service attacks on the wireless network
- .4 The system shall have the capability to require users of certain SSID's to agree to an acceptable use policy or a terms of use policy before gaining access

.B Describe the methodology you propose for internet access below

.4.6 Management

.A Suggested Specifications

- .1 The system shall provide the following features:
 - .i Equipment monitoring
 - .ii Usage statistics (real time and historic)
 - .iii Performance statistics throughout the network (real time and historic)
 - .iv Remote management of access points
 - .v Efficient provisioning of new access points
- .2 The management system shall be accessible using a standard web browser on a Windows PC
- .3 The management system shall not be "inline", where the failure of the management system renders the wireless system unusable

.B Describe the management platform and capabilities you propose for this solution below

.4.7 Documentation

.A Suggested Specifications

- .1 Proposer shall deliver documentation of the wireless network to the City ***before the system can be placed into production***
 - .2 Proposer shall provide the City with the results of their wireless RF survey, showing placement of AP's and coverage levels
 - .3 Proposer shall provide the City with as-built network documentation, specifying all access points, SSID's, VLAN's, IP Addresses, physical addresses and locations of access points (with model numbers and serial numbers for all equipment), SNMP community strings, antenna configurations, power settings, usernames and passwords for management
 - .4 Proposer shall provide one copy (electronic or hardcopy) of all documentation supplied by the manufacturer for any products used
 - .5 Proposer shall provide documentation on any server or application configurations made for the management platform (in section 4.06)
 - .6 Proposer shall label all equipment and cables to be able to cross-reference physical equipment to supplied documentation
 - .7 Proposer shall provide original file formats (Visio, Word, Excel, etc) to be able to make modifications in the future
 - .8 Proposer shall allow City of Raleigh staff to ask questions and request clarification on the documentation before it is deemed complete
- .B Describe the documentation you propose to deliver along with the proposed solution below
- .4.8 Other
- .A Provide any other aspects of the proposer's technology solution design and implementation that are not covered above.

5 PHYSICAL SOLUTION DESIGN AND IMPLEMENTATION

- .5.1 For each component below, please provide your proposal, taking into account the suggested specifications for the component and any additions or modifications you would make to those specifications
- .5.2 Pricing for each component should not be included below. Please place all pricing in the spreadsheet provided, named "Proposal Pricing.xlsx" in the "Physical Solution" worksheet

.5.3 Access point mounting and power

.A Suggested Specifications

- .1 Access points shall be mounted on physical assets using the least intrusive method possible
- .2 Access points shall be aesthetically pleasing
- .3 Access points shall be energy efficient
- .4 Access points shall be protected from power surges and lightning strikes
- .5 Access points shall be mounted in such a way to prevent accidental damage
- .6 Access points shall be mounted on city-owned property
- .7 Access point mountings shall conform with all local codes and ordinances
- .8 The proposer shall receive written approval from the City of Raleigh or the property owner before mounting equipment

.B Describe the methodology you propose for physically mounting access points on required locations and providing power to access points below

.5.4 Weather Protection

.A Suggested Specifications

- .1 Access points shall be weather sealed, to protect against moisture
- .2 Access points shall be rated to operate in temperatures that are 10 degrees Fahrenheit above and below record temperatures for Raleigh, NC. The record high for Raleigh, NC is 105 degrees Fahrenheit and the record low is -6 degrees Fahrenheit
- .3 Antennas shall be mounted to sustain expected wind conditions for Raleigh, NC

.B Describe the methodology you propose for protecting access points from weather damage below

.5.5 Other

.A Provide any other aspects of the proposer's physical solution design and implementation that are not covered above.

6 PROJECT MANAGEMENT AND IMPLEMENTATION TEAM

- .6.1 For each component below, please provide your proposal, taking into account the suggestions for the component and any additions or modifications you would make
- .6.2 Pricing for each component should not be included below. Please place all pricing in the spreadsheet provided, named "Proposal Pricing.xlsx" in the "Proj Mgmt & Impl Team" worksheet. Pricing for professional services should be a fixed rate based on the scope of the proposal. Proposals that only include hourly rates and estimates for the number of hours required will not be accepted.
- .6.3 Project Manager
 - .A Suggestions
 - .1 The proposer shall assign a single project manager to the project
 - .2 The project manager assigned shall be a certified Project Management Professional (PMP) from the Project Management Institute (PMI)
 - .3 The project manager shall have experience in the field of outdoor wireless deployments
 - .4 The project manager shall have excellent verbal and written communication skills
 - .5 The City shall have the right to request a new project manager if the current project manager is not performing the duties listed in the response to the City's satisfaction
 - .6 If the proposer must change the project manager during the course of the project, the City shall have the opportunity to review and approve the suggested replacement.
 - .B Describe your proposed Project Manager, along with a resume and expected level of effort for the duration of the project below
- .6.4 Project Planning
 - .A Suggested Activities
 - .1 The project manager shall provide a project plan at the beginning of the project, according to Project Management Institute PMI best practices, including but not limited to
 - .vi An executive summary that outlines the approach the project will take to accomplish project goals

- .vii Project Goals, detailing the benefits the City of Raleigh will gain after the project has been completed
- .viii Project scope, listing both what is in scope and out of scope for the project
- .ix Project deliverables, listing all concrete deliverables the project will produce during all phases
- .x Resource requirements from both the proposer and the City of Raleigh, detailing level of effort and skills needed
- .xi A weekly project schedule, detailing all activities from the start of the project through closure
- .xii A risk management plan, outlining the risks the project is likely to face and mitigation strategies for those risks
- .xiii A communication plan, outlining all communication the project will use to maintain adequate coordination with all parties (including the proposer, the City of Raleigh, and any third parties as necessary)
- .xiv A project budget, outlining all costs the project will incur

.B Describe your project planning methodology and include an estimated project schedule for this initiative below.

.6.5 Project Status Updates

.A Suggestions

- .1 The project manager shall hold weekly status meetings with key stakeholders to review progress of the prior week, plan the next week's activities, and discuss any risks the project is encountering
- .2 The project manager shall provide a written, weekly status update to all stakeholders, documenting progress on the project schedule, the project budget, and risks
- .3 The project manager shall hold monthly briefings with executive sponsors and key stakeholders and participate in the governance process, as described in section 2.07
- .4 The project manager shall maintain contact with the City's designated point of contact and escalate any unexpected issues or delays immediately upon discovery

.B Describe your project status update methodology below

.6.6 Implementation Team

.A Suggestions

- .1 All members of the implementation team shall maintain a current certification from the equipment manufacturer. Documentation of certifications shall be provided to the City's designated point of contact prior to installation
- .2 All members of the implementation team shall report to the proposer's Project Manager for the duration and scope of the project
- .3 All travel costs for implementation team members should be included in the fixed price proposal for professional services
- .4 The implementation team shall have experience in outdoor wireless projects utilizing the Cisco equipment proposed in section 4.
- .5 The implementation team shall have training from Cisco on best practices in deploying the equipment proposed in section 4.
- .6 The implementation team shall include backups for all members to ensure that any vacations or unexpected leaves of absence does not leave the implementation team with holes in expertise
- .7 The implementation team shall maintain channels of communication with all equipment manufacturers to resolve any technical issues that arise during the implementation quickly and permanently

- .B Describe your proposed implementation team, with resumes and expected level of effort for all team members below

.6.7 Knowledge Transfer

.A Suggestions

- .1 The implementation team shall allow City of Raleigh staff, at the City's request, to shadow their work to gain knowledge of how the solution was implemented
- .2 At each milestone in the project plan, and just before the solution is placed into production, the implementation team shall hold a knowledge transfer/training session with the City of Raleigh to provide any documentation that has been completed, review the technical work that has been accomplished, and give City staff an opportunity to inspect the technical configurations and ask questions
- .3 During any "go-live" period (the point in time when the system will be released for citizen use, whether the pilot phase, or the full system go-live), the implementation team

shall be present on-site, for 2 days prior and 3 days after the cut-over to help resolve issues and support end users

- .4 The implementation team shall leave behind documentation for the City of Raleigh to perform the most common maintenance and configuration tasks in the system (such as deploying a new access point, creating a new SSID, changing the properties of an existing SSID, changing the splash screen users see when the log onto the wireless network, diagnosing and troubleshooting common issues, etc)

- .B Describe your proposed approach to knowledge transfer to the City of Raleigh team below

.6.8 Other

- .A Provide any other aspects of the proposer's project management and implementation team that are not covered above.

7 SYSTEM MAINTENANCE

- .7.1 For each component below, please provide your proposal, taking into account the suggestions for the component and any additions or modifications you would make.

- .A It is anticipated that the City will be the primary support for this solution for the long-term
- .B Any support options that include proactive monitoring and maintenance, help desk support, or onsite break/fix support should be included in an Alternative Proposal (see section 10)

- .7.2 Pricing for each component should not be included below. Please place all pricing in the spreadsheet provided, named "Proposal Pricing.xlsx" in the "System Maintenance" worksheet.

.7.3 Manufacturer's Warranty and Maintenance

- .A Suggestions
 - .1 Manufacturer's maintenance shall be proposed for 1 year, with suggested coverage on each piece of equipment. At the time of purchase, the City may choose to purchase multiple years of maintenance up front
 - .2 Considerations shall be made to maintain spare inventory and reduce SLA requirements to reduce costs
 - .3 Proposer shall also include the manufacturer's warranty

- .B Describe the manufacturer's warranty and maintenance options for the proposed solution below

.7.4 Other

- .A Provide any other recurring maintenance costs necessary to keep the solution in working order not covered above.

8 GENERAL REQUIREMENTS

- .8.1 The following general requirements shall govern the work the proposer will perform for the City of Raleigh.

- .A Cable ties and Velcro straps shall be installed snugly without deforming cable insulation. No sharp burrs should remain where excess length of the cable tie has been cut.
- .B The proposer shall make system properly operational and physically secure by mounting equipment and related accessories into furniture, consoles, buildings, and racks as required. Manufacturer's guidelines for installation shall be followed. Discrepancies in installation procedure or inability to complete a given task due to a shortage of materials or malfunctioning equipment shall be reported to the City immediately upon discovery.
- .C Systems described in this document, once configured by the proposer or customer, shall be delivered to the customer installation location. The equipment shall be delivered to its proper location and installed by the proposer without any additional cost or expense to the City of Raleigh.
- .D The proposer shall unpack equipment from shipping material and organize equipment into the kits in which it will be used. This includes checking to ensure that all equipment is complete and fully functional. Empty boxes and packaging shall be neatly organized per the City's instructions and be removed if requested.
- .E Existing floors, walls, ceilings, or any structural piece will not be drilled or cut without prior written approval of the City. The proposer will be held responsible for and make payment on any damage caused from the delivery and/or installation of its work.
- .F The proposer shall keep the premises clean from debris and rubbish. After each workday, the proposer is required to remove any rubbish or waste from the working area. If the City is required to clean up, the cost will be charged back to the proposer.

- .G Punch List – Work or materials found to be incomplete, of unsatisfactory quality, failing to meet the specifications in the RFP package, and/or unacceptable to the City shall be documented by the City and provided to the proposer to rectify.
- .H Phases
 - .1 The City may wish to break up the project into phases to demonstrate a proof of concept or a pilot phase (a small subset of the scope) first, and then moving on to the full implementation
 - .xv The winning proposer and the City will determine the subset of the full scope and the timeline for the proof of concept during contract negotiations.
 - .2 If the winning proposer does not perform according to the requirements in this RFP and their response, the City reserves the right to terminate the contract at that point for non-performance and to negotiate a contract with another proposer to complete the project
 - .3 The City of Raleigh desires that this system be operational in the Fall of 2009, to be live in conjunction with Raleigh Wide Open, the grand opening of the City Plaza, and other events.
 - .xvi The final contract will include a due date for the implementation of the system.
 - .xvii The City will negotiate liquidated damages with the winning proposer to be included in the final contract for the condition in which the contractor does not meet their schedule.
 - .xviii The winning proposer's project schedule (see section 6.04) shall identify all dependencies on City resources or tasks, and the City shall be obligated to perform those tasks by a reasonable due date specified and agreed upon by the project team
- .I Acceptance – Acceptance of the project (or a specified phase of the project) shall occur after all of the following conditions have been met to the City's satisfaction:
 - .1 All components have been installed.
 - .2 The system has had 30 consecutive days with 99.9% percent or better availability.
 - .3 All of the work has been completed in accordance with the agreement and RFP specifications (including testing procedures as outlined in the accepted response).

- .4 The system operates in conformance with manufacturer's published specifications.
- .5 All of the documentation requirements have been met.
- .6 All outstanding punch list items have been completed.
- .7 The proposer has supplied all test results needed to verify compliance with the specifications found in this RFP package.
- .8 The City or City's designated representative has inspected the installation and provided written approval.
- .J Term of Contract – The term of the contract with the winning proposer will be for three years, with three one-year options to renew.
- .K Maintenance costs shall not increase more than 3%, year over year, during the term of the contract

9 PROPOSAL PRICING

- .9.1 All pricing shall be placed in the provided spreadsheet (“Proposal Pricing.xlsx”) in the format provided. Please do not alter the format of the spreadsheet.
- .9.2 The proposer should include a printed copy of the completed spreadsheet in Tab 6 of the RFP response, as well as digital copy, in Excel format, with the electronic copy of the proposal.

10 ALTERNATIVE PROPOSALS

- .10.1 The proposer is free to propose alternative use cases other than those given in section 3.03 A that may increase the ROI of the wireless system or provide other public benefits.
- .10.2 The base system proposal is City-operated and supported. The proposer may also wish to provide alternative proposals for different models of support. For example, an alternative scenario might be where the proposer provides first and second tier support for end users/citizens, proactive 24x7x365 monitoring services, coordination with TAC, onsite break/fix support, preventative maintenance, etc. Proposals should include the following information:
 - .A Hourly rates for time and materials technical work
 - .B Support tiers and structure
 - .C Description of your standard maintenance plan
- .10.3 A description of each alternative proposal should be included in Tab 7 of the RFP response.
- .10.4 Pricing for each alternative proposal should be placed in the provided spreadsheet (“Proposal Pricing.xlsx”) in the format provided, with a printed copy of each worksheet in Tab 7 of the RFP response. There are four worksheets provided for Alternative Proposals.

11 PROPOSAL BENEFITS

- .11.1 Please list the top ten competitive advantages to your proposal.
 - .A
 - .B
 - .C
 - .D
 - .E

- .F
- .G
- .H
- .I
- .J

12 EXCEPTIONS AND CLARIFICATIONS

.12.1 Include all exceptions to the document below.

13 PROPOSER AND SUBCONTRACTOR QUALIFICATIONS, SUPPORT CAPABILITIES, AND REFERENCES

.13.1 Information about the Proposer

- .A Company name
- .B Legal name (if different)
- .C Years in business
- .D Number of years selling systems similar to this proposal
- .E Contact person (and authorized representative to conduct agreement negotiations with the City, if different from contact person)
- .F Full mailing address
- .G Telephone number
- .H Fax number
- .I E-mail address
- .J Name and phone number of bonding company
- .K Number of full-time employees
- .L Number of engineering employees company wide
- .M Number of engineering employees in the Triangle
- .N Dunn and Bradstreet Number

.13.2 Qualification and Requirements

- .A If more than one (1) Proposer or company is involved in the installation, training, and/or support after installation, there must

be a Prime Contractor. This Prime Contractor assumes responsibility for all other entities involved.

.1 List Prime Contractor here:

.B The response must include a statement from all involved Proposers agreeing that the configuration will work as specified and that all Proposers will work under the Prime Contractor to resolve any configuration or interoperability problems during the installation process at no additional cost to the City. Write statement below.

.13.3 Experience and Existing Customers – How many similar systems has the Proposer sold/installed?

.A In the area: _____

.B Statewide: _____

.C Nationwide: _____

.13.4 All prospective Proposers must provide a minimum of three references using the reference format provided below. The references must be similar in scope and size to the City’s project and must demonstrate following:

.A Proposer must provide two installation and maintenance references within the State of North Carolina.

.B Proposer must provide three installation and maintenance references where they have sold and installed hardware architecture that is identical or nearly identical to that being proposed.

.C References must demonstrate that the Proposer has extensive knowledge of all equipment proposed and has at least one (1) year of experience with the same system(s) in the same environment.

.D **References will be contacted – please verify information before submitting.** Utilize the format below for all references. All references will be called. Please inform your contacts that a 10-15 minute call may be anticipated.

Reference Format:

.1 Organization Name

.2 Address

.3 Type of Business

- .4 Contact Person
- .5 Telephone Number
- .6 Fax Number
- .7 Dates of Installation
- .8 Description of System
- .9 Number of access points

.13.5 The Proposer agrees to provide financial information to the City upon request, which shall include, but not be limited to, audited financial statements.

14 APPENDIX A: CITY OF RALEIGH TERMS AND CONDITIONS

- .14.1 Contract: The contract between the City and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Contractor in response to the RFP and (3) Contract for Services attached as Appendix B. In the event of a conflict in language between these three documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- .14.2 Other Agreement Terms:
- .A Licenses and Permits: The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this Contract. The Contractor indemnifies, saves, and holds harmless the City and any agents, commissioners, officers, employees, or volunteer workers thereof from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of, allegedly arising from, or related to the execution or performance of the services of the successful Proposer provided for herein.
 - .B Inability to Perform: Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the City. The Contractor shall immediately notify the City in writing whenever it is unable to provide the agreed upon quality and quantity of services or reasonably believes it is going to be unable to provide this level of service. Upon such notification, the City shall determine whether such inability requires a modification or cancellation of this Contract.
 - .C In the event the City terminates the agreement for cause in whole or in part as provided above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services. The Contractor shall continue the performance of the agreement to the extent not terminated under the provisions for this section.
- .14.3 Payment Terms: Payment terms will be event based and negotiated with the successful vendor prior to agreement signing. The City will issue no payment until they have verified the invoice and shall have no less than forty-five (45) days from invoice date to pay amounts due.

- .14.4 Software Licensing Agreements: Within the RFP response, the proposer agrees to provide copies of software licensing agreements for all proposed software applications and operating systems.
- .14.5 NOTICE TO VENDORS: The City objects to and shall not be required to evaluate or consider any additional terms and conditions submitted with a Vendor response. This applies to any language appearing in or attached to the document as part of the Vendor's response. By execution and delivery of this Request for Proposal and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
- .A The below terms and conditions apply to all purchases made by the City of Raleigh and must be considered as part of the bid proposal.
- .1 Important: All invoices and packages must bear the appropriate Purchase Order Number on the outside of the package or shipping container(s).
 - .2 Mail or deliver all invoices to the "City of Raleigh, Accounting Division, P. O. Box 590, Raleigh, North Carolina, 27602-0590."
 - .3 Invoices for partial deliveries must be indicated as such.
 - .4 The vendor must provide separate invoices for each Purchase Order number.
 - .5 North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes: These taxes must be invoiced to the City for payment.
 - .6 The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
 - .7 Cash discounts will be deducted as provided for on the front of the Purchase Order, or in accordance with the terms of the official quotation or bid.
 - .8 The City of Raleigh will not be responsible for any goods delivered without a purchase order having been issued.
 - .9 Any rejected materials will be returned to the vendor at the vendor's risk and expense.
 - .10 In the event of a vendor's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The vendor agrees that the City may return part of all of any shipment and may charge the vendor with all reasonable

losses or expenses sustained as a result of such failure to deliver or perform.

- .11 In case of default of the Contractor, the City may procure the articles or services from other sources and charge the contractor damages for any excess costs or other damages caused by the default.
 - .12 It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the vendor shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
 - .13 All prices must be F.O.B. and delivered to the destinations indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. shipping point, the vendor is to prepay the shipping charges and add them to the invoice.
 - .14 The risk of loss and damage to the goods which are the subject of this order shall be the vendor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
 - .15 The vendor acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the vendors of such products. The vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
 - .16 The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice, or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.
- .B **Mandatory Legal Terms and Conditions:** The following terms and conditions are mandatory provisions that the City will require in the final contract between the City and the selected vendor. No exceptions will be allowed to this section and any attempt to indicate exceptions to this section will not be considered as a component of the proposal and may subject the proposal to disqualification under the terms of this RFP.

- .1 Governing law for all disputes involving the contract shall be the laws of the State of North Carolina, without regard for choice of law provisions. Venue for all legal actions shall be in the Superior Court of Wake County, North Carolina, or the United States District Court for the Eastern District of North Carolina. The City does not agree to arbitration of contract disputes under any circumstances.
- .2 City ordinance requires the insertion of the following language into all contracts executed by the City: "In consideration of the signing of this contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract, no matter how remote. The parties further agree in all respects to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. This agreement shall be binding on the successors and assigns of the parties with reference to the subject matter of this contract."
- .3 The maximum value of the contract should be clearly stated in the body of the contract. Any increase in the total amounts due from the City in excess of this maximum value will require a formal amendment to the contract.
- .4 The City does not allow contract provisions regarding late fees and will not indemnify the selected vendor under any circumstances.
- .5 The Contractor must provide evidence of insurance to the City showing the City as an additional insured under Contractor's policies, which shall include copies of the policy endorsements adding the City as an additional insured under contractor's (and their subcontractor's) policies.
- .6 Any materials provided to the City under the contract shall be subject to North Carolina public records laws and no action by the City to comply with public records law will be deemed a breach of the contract.

15 APPENDIX B: CONTRACT FOR SERVICES

11/08

NORTH CAROLINA

WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this day of , 200 , by and between , hereinafter referred to as the “Contractor”, and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the City desires to procure a contractor to perform services; and

WHEREAS, the City has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. Scope of Services

The Contractor shall perform for the City the following described services:

2. Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contractor shall begin work _____, and work shall be completed _____.

In the event the services under the Contract are not completed by this date, the Contractor shall be assessed liquidated damages of _____ for each day's delay beyond the completion date. If liquidated damages are not applicable to this agreement, insert '(0) zero' in the space above.

3. Compensation; Time of Payment

For services to be performed hereunder, the City shall pay the Contractor \$ _____. Requests for payment(s) and payment(s) shall be made as follows:

4. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

5. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh

The Contractor

Attn:

Telephone:

P.O. Box 590

Raleigh, NC 27602

6. Non-discrimination

In consideration of the signing of this contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract, no matter how remote. The parties further agree in all respects to conform with the provisions and intent to City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this contract.

7. Minority or Women Owned Businesses

The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh has adopted a goal of 15% for participation by minorities or women-owned businesses in order to reach the above stated goal.

The percentage of MWBE business participation engaged in this contract based on total contract amount is proposed to be _____%. Any variation from this amount is to be immediately conveyed to the City by written notice, Attention: Luther Williams, Business Assistance Coordinator, PO BOX 590 Raleigh, NC 27602, with a copy to the City of Raleigh contact listed in the 'Notices' section of this Contract.

8. Assignment

This Contract may not be assigned without the express written consent of the City.

9. Applicable Law

All matters relating to this contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

10. Insurance

If Contractor is performing any services for the City of Raleigh, Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Contract:

Workers' Compensation Insurance - Limits of no less than \$1,000,000 each accident, each employee and policy limit. Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the City of Raleigh.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability. 'City of Raleigh is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a City of Raleigh site. 'City of Raleigh is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

All insurance companies must be licensed in North Carolina and be acceptable to the City of Raleigh's Risk Manager. Contractor shall be required to provide the City no less than thirty (30) days notice of cancellation, or any material change, to any insurance coverage required by this Contract.

11. Indemnity

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

12. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this agreement shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this

project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

13. Force Majeure

Except at otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

14. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising.

15. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any

breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

16. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. **Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

B. **Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. **Employee Education and Training**

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

17. **Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. **Incorporation of Documents/Complete Agreement**

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

19. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), under seal, and the City has executed with the signature of its City Manager, attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

THE CONTRACTOR:

THE CITY OF RALEIGH

(Name)

By:

By:

City Manager

Printed Name/Title

(If corporate)

ATTEST:

ATTEST:

By:_____

By:_____

(Deputy) Clerk-Treasurer

Printed Name/Title

(Affix Seal)

(Affix Seal) _

THIS INSTRUMENT
APPROVED AS TO FORM:

City Attorney