

GOLDEN URBAN RENEWAL AUTHORITY (GURA)

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS**

**WIRELESS INTERNET INFRASTRUCTURE
RFP 05-001**

**PROPOSALS ACCEPTED UNTIL
2:00 p.m. FRIDAY , July 8, 2005**

AT

**GOLDEN URBAN RENEWAL AUTHORITY
922 Washington Avenue, Suite 100
GOLDEN, CO 80401**

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**GOLDEN URBAN RENEWAL AUTHORITY
WIRELESS NETWORK INFRASTRUCTURE
RFP 05-001**

SECTION A – INVITATION TO BID

WHEREAS, pursuant to the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S. (the Law), the Golden Urban Renewal Authority (GURA) is carrying out the Golden Urban Renewal Plan - a.k.a. Golden downtown Redevelopment Plan (the Plan), which was approved by the City Council of the City of Golden on December 28, 1989; and

WHEREAS, the general assembly has found and declared that urban renewal areas constitute an economic and social liability and that the prevention and elimination of blight in urban renewal areas is a valid public purpose for which public money may be expended; and

WHEREAS, the Law authorizes GURA to (1) execute such contracts and other instruments, (2) establish and maintain special funds, and (3) develop such programs and activities for the prevention and elimination of blighted areas as GURA deems necessary or convenient to the exercise of its powers under the Law; and

WHEREAS, GURA has determined that the installation of a wireless infrastructure network is the type of activity that will prevent blight by insuring that the citizens and businesses within the GURA district will have affordable and necessary telecommunications technology;

THEREFORE, GURA is seeking proposals from qualified wireless network infrastructure companies, manufacturers, service providers, operating system management companies, WISPs, and total solution providers that desire to design, install, maintain, and support a turn-key, wireless network infrastructure that will connect to the Internet and serve the 133 acre GURA district in downtown Golden. This wireless network may later be expanded to cover the entire city limits of Golden.

The purpose of the wireless network is to prevent blight and foster economic development in the GURA District. It would also place the District, its businesses, and its residents at the forefront of applications of area-wide mobile and broadband communications. All proposals submitted will be evaluated with these goals in mind.

The network will be owned, operated, and maintained by the successful bidder or its affiliates. GURA will contribute funds towards the acquisition and installation of the network. The wireless network infrastructure will initially provide Internet access to all businesses, residents, and visitors in the GURA District. It is desired that the proposed wireless solution include secure connections possibly charged at higher rates for some users. The wireless network could later support city-controlled services such as police and fire, as well as general consumer and business use city-wide. The fee for services remains to be decided, but could range from 100% subsidized to full price, depending on the final proposal.

Sealed RFPs:

Responses to this request for proposal should be submitted in a sealed envelope, clearly identified as:

**RFP 05-001
“Proposal For Wireless Network Infrastructure”**

Please submit ten (10) copies each by email and hard copy. Responses should be e/mailed to:

**Golden Urban Renewal Authority
922 Washington Avenue, Suite 100
Golden, CO 80401
mark@gura.com**

The RFPs are due no later than 2:00 p.m., Friday July 8, 2005. Proposals received after that date and time may not be accepted. Any individual requiring special assistance must notify the GURA office in writing 48 hours in advance of the deadline so that arrangements can be made.

Copies of the GURA Redevelopment Plan and this RFP05-001 are available from the above address, or by visiting www.gura.com/rfp05-001.

For questions about the project or proposal process, please contact Mark Heller in writing at the address above. Only written questions about the project will be answered. Questions may be submitted by email (mark@gura.com). All questions with answers will be posted to the RFP weblink as well as delivered to the questioner.

SECTION B – SPECIFIC REQUIREMENTS

1. PURPOSE

GURA is seeking proposals from qualified wireless network infrastructure companies, manufacturers, service providers, operating system management companies, WISPs, and total solution providers that desire to design, install, maintain, and support a turn-key, wireless network infrastructure that will connect to the Internet and serve the 133 acre GURA district in downtown Golden. This wireless network may later be expanded to cover the entire city limits of Golden.

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A wireless network infrastructure will be installed to cover the entire GURA District

A map of the GURA District Boundaries is included in this RFP.

It is GURA's desire to obtain a robust, wireless network infrastructure that can scale to greater size, and migrate to emerging technologies, such as WiMAX, with a minimum amount of inefficiencies on public funding or resources.

Excellent wireless connectivity should be available to at least one interior front or rear wall of all separately addressed (postal address) units, as well as all permanent and temporary structures within the GURA boundaries.

Expansion/Growth

The successful bidder's proposal should be designed to allow expansion to cover the entire city limits of Golden, CO.

Timeline

Successful bidder will begin installation by July 31, 2005, or as quickly as possible after being selected. Successful bidder will complete installation within 45 days from start date.

Turn-Key Solution

The successful bidder will furnish, install, insure, and maintain the equipment required to operate the wireless infrastructure network. If multiple vendors are used by the successful bidder, GURA requires that the entire project come under the umbrella of that bidder for project management, maintenance & support, and conflict resolution.

2. INSTRUCTION TO VENDORS

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

CONTACT INFORMATION

Mark Heller, Executive Director
922 Washington Avenue, Suite 100
Golden, CO 80401
Telephone: (303) 279-4162
Fax: (303) 279-4690
Email: mark@gura.com

3. ITEMS REQUIRING A DETAILED RESPONSE

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

- a. Strategy
 - Discuss how to meet the demands of the RFP.
 - Discuss pricing and service options, ranging from free to full charge and secured versus unsecured access options.
 - Discuss ability to expand and adapt to other technologies such as WiMAX, VOIP, Video, and connectivity to the network by police and fire vehicles.
 - Discuss backhaul options.
 - Discuss innovative uses and services.
- b. Hardware Requirements
 - List the major pieces of hardware that will be supplied by manufacturer and model #.
 - Provide an overview of where the equipment will be located.
 - Describe the functions of the hardware identified above and how it will or will not migrate to WiMAX.
- c. Software Requirements
 - List and describe the functions of any software required.
- d. System Operation
 - Describe how the network would be connected to the Internet.
 - Provide an overview of how the end user will access and use the network. The overview should be from the perspective of a citizen/business.
 - Describe any responsibilities that GURA or City Staff will have to keep the network operational.
 - Describe the "capacity" of the system.
 - Discuss a timeline to get the system "up and running" after the award of the contract.
 - Discuss likelihood of and measures to prevent or reduce interference to or from other wireless networks such as those operated by the City and Colorado School of Mines.

- e. Contract
 - Submit an example of your standard contract (if applicable) for this type of service. This must include a term detailing the length of service.
 - This section should also include some discussion of a “level of service” guarantee.
- f. Qualifications and Experience
 - Discuss your firm’s qualifications to provide this service. This should include the qualifications of the major individual(s) in your firm that will have an impact on this project.
 - Discuss your firm’s experience in providing this type of service.
 - Discuss up to three similar projects completed during the past two (2) years. Each reference shall include the name, title, email and phone number of key customer contact personnel involved with the project.
- g. Implementation Strategy
- h. Costs

4. EVALUATION OF PROPOSALS

- a. Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents. Award of the contract will be to the vendor who has submitted the most responsive and responsible proposal as determined by GURA. GURA’s decision will be final.
- b. Negotiations may be conducted with the vendor whose proposal has been judged most responsive. The lowest cost proposal will not necessarily be selected. Cost is only one factor to be considered.
- c. GURA reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.
- d. Proposals will be evaluated on the basis of the following criteria:
 - 1. Qualifications and Experience.
 - 2. Reliability, track record, and capacity of proposed hardware.
 - 3. Adherence to RFP Specifications.
 - 4. Additional benefits as suggested by the proposer such as a possible revenue stream for GURA should GURA decide to pursue that option.
 - 5. Three references for comparable installations.
- e. The vendor’s proposal shall be submitted as required by this RFP. The proposal must be complete in every detail. The vendor shall sign its proposal. A partnership vendor must give the names and addresses of all partners and the proposal must be signed by at least one partner. A corporation must name the state in which its articles are held. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and his address must be given. Such officer or agent must present legal evidence that he has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation is in

good standing. In the event that any corporation, organized and doing business under the laws of any foreign state is selected, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Colorado.

- f. The judgment of GURA shall be final in determining the capability, experience, and ability of the vendor to successfully and properly prosecute the proposed work to completion within the proposed time. GURA reserves the right to reject any response and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of GURA.

- g. Each vendor shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made through GURA's Executive Director, Mark Heller. GURA shall not be responsible for oral interpretations given by any of its employees, representatives, or agents. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, GURA will attempt to notify all prospective vendors who have requested a copy of the RFP. However, it shall be the responsibility of each vendor, prior to submitting a response, to contact GURA's office (303-279-4162 or mark@gura.com) to determine if addenda were issued and to make such addenda a part of the response.

SECTION C – PROPOSAL RESPONSE FORMAT

The vendor's response should be by hard copy and CD and in the same tabbed sequence as the criteria listed below:

1. TITLE PAGE – CONTACT INFORMATION

Show the RFP subject, name of firm, email address, mailing address, telephone number, name of contact person and date. State that the person submitting the response has been authorized to bind the proposer.

2. PROPOSAL

This section identifies and describes the information as outlined under Section B.3 above.

3. ADDITIONAL INFORMATION

The vendor may submit any additional pertinent information in this section.

SECTION D – GENERAL CONDITIONS

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

1. VENDOR'S ABILITY

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

2. PROHIBITED INTERESTS

No GURA Commissioner or GURA Employee or agent shall be admitted any share or to any benefit that may arise from this contract. No official, employee, architect, attorney, consultant, engineer, or inspector authorized for GURA to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

3. VENDOR'S OBLIGATION OF EXAMINATION

Upon request, information pertaining to existing conditions in the possession of GURA will be shown to the vendors. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

4. LAWS TO BE OBSERVED

Submitting a response to this RFP shall constitute an agreement by the vendor that it is familiar with, and shall at all times observe and comply with Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. The vendor shall indemnify and save harmless GURA and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by himself, his employees, subcontractors, or agents.

5. PERMITS, LICENSES AND TAXES

The vendor shall procure, at its expense, all necessary permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incident to the lawful prosecution of the work.

6. PATENTED DEVICES, MATERIALS, AND PROCESSES

If any design, device, materials, or process covered by letters, patent, or copyright is used by the vendor, whether required or not, vendor shall provide for any such use by suitable legal agreement with the patentee or owner and a copy of this agreement shall be filed with GURA. The vendor shall indemnify and save GURA harmless from any claims for infringements by reason of the use of any such patent, design, device, material, process, trademark, or copyright. Furthermore, the vendor shall indemnify GURA for any cost, expense, or damages which it may be obligated to pay by reason of any such infringement,

at any time during the prosecution, or after the completion of the work, if no such agreement is made.

7. TIME OF COMPLETION

After selection by GURA, a Purchase Order, with the start date and completion date agreed upon by the vendor and GURA, will be executed and work shall continue as expeditiously as possible until final completion.

8. ASSIGNMENT OF CONTRACT

No assignment of the selection pursuant to this RFP shall be made without the prior written consent of GURA.

9. CANCELLATION AGREEMENT

GURA reserves the right to cancel any contract without cause by giving thirty (30) days prior notice to the vendor in writing of the intention to cancel. Failure of the vendor to comply with any of the provisions of this RFP shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of GURA. In addition to all other legal remedies available to GURA, GURA reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by GURA.

10. BUILDING DEPARTMENT MUNICIPAL CODE

Each vendor shall become familiar with and follow Golden's Ordinance Code. The current code includes the 1997 Uniform Building Code, Volumes 1, 2, and 3 (ICBO), 1994 Uniform Plumbing Code (IAPMO), 1994 Uniform Mechanical Code (ICBO), 1996 National Electrical Code (NFPA), 1994 Uniform Swimming Pool, Spa and Hot Tub Code (IAMPO), 1977 Colorado Model Energy Code, as adopted by the City of Golden Municipal Code, 1995 edition, as revised City Council Ordinances.

11. INSURANCE REQUIREMENTS

- a. General:
Before starting and until completion of the work as determined by GURA, the vendor shall procure and maintain insurance of the types and the limits specified in subparagraphs (1) through (6) below. The vendor shall require each subcontractor to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in subparagraphs (1) through (6) below. It shall be the responsibility of the vendor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.
- b. Coverage and Limits:
The vendor and subcontractors shall provide the following insurance with insurers acceptable to GURA. These insurance requirements shall not limit the liability of the vendor. GURA does not represent these types or amounts of insurance to be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Except for workers' compensation, the vendor's and subcontractors' insurance

policies shall be endorsed to name Golden Urban Renewal Authority as an additional insured to the extent of GURA's interests arising from this RFP.

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

The vendor's and subcontractors' deductibles/self-insured retention shall be disclosed and may be disapproved by GURA. They shall be adjusted at the option of GURA. The vendor is responsible for the amount of any deductible or self-insured retention.

1. Minimum Limits for Liability Coverage:

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

2. Business Auto Liability:

Business auto liability coverage in the amount of \$1,000,000 is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

3. Workers Compensation Coverage:

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

4. Builder's Risk:

Builders Risk Insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Cargo Insurance described hereafter, if such coverage is not separately provided. The Builders Risk Insurance is to be endorsed to cover the interests of all parties, including GURA and all vendors and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

5. Installation Floater Insurance:

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

6. Motor Truck Cargo Insurance:

If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be

provided for materials or equipment transported in the vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

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

c. Hold Harmless:

The vendor shall hold the GURA harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting therefrom, arising out of performance of the contract, including the acts of the subcontractors, unless such claims are a result of GURA's own negligence. The vendor agrees to pay on behalf of GURA, and to pay the cost of GURA's legal defense, as may be selected by GURA, for all claims described herein. Such payment on behalf of GURA shall be in addition to any and all other legal remedies available to GURA and shall not be considered to be GURA's exclusive remedy.

d. Certificates of Insurance:

Required insurance shall be documented in Certificates of Insurance which provide that GURA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change (increase in rate, elimination of key coverage, etc.). New Certificates of Insurance are to be provided to GURA at least 15 days prior to coverage renewals. If requested by GURA, the vendor or subcontractors shall furnish complete copies of the vendor's or subcontractors' insurance policies, forms and endorsements. For Commercial and General Liability coverage the vendor shall, at the option of GURA, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

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

e. Insurance of the Primary Vendor:

Insurance required of the vendor or subcontractors or any other insurance of the vendor or subcontractors shall be considered primary. Insurance of GURA shall be considered excess, as may be applicable to claims which arise out of this RFP.

f. Loss Control/Safety:

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

responsibility for any damages from the vendor to GURA.

12. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to GURA's Executive Director who shall investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with GURA's remedies, it may then make a written appeal to GURA's Board of Commissioners who will investigate and respond in writing within 60 days. This policy does not preclude consideration of legal questions in connection with any decisions made by GURA.

13. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within ten (10) days of the opening date, whichever is earlier, unless authorized by the GURA.