



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

101 E. Wilson Street, 9th Floor
P.O. Box 7869
Madison, WI 53702-7869

**REQUEST FOR PROPOSAL (RFP)
For CITYWIDE WIFI ACCESS
And
DESIGN, INSTALL, OPERATE, MANAGE, MAINTAIN AND MARKET A
COMMON WIRELESS ACCESS SYSTEM (CWAS) for DANE COUNTY
REGIONAL AIRPORT**

RFP #041210-det

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO:

WISCONSIN DEPARTMENT OF ADMINISTRATION
ATTN: ELIZABETH SNIDER
101 EAST WILSON STREET, 9TH FLOOR
POST OFFICE BOX 7869
MADISON, WISCONSIN 53702-7869
608.264.7895 (office)

PROPOSALS RECEIVED AFTER 2:00 PM CENTRAL TIME ON JANUARY 10, 2005 WILL NOT BE EVALUATED.

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Introduction

Travelers and businesses increasingly have come to expect and depend upon reliable and sustained wireless connectivity that is relatively free of interference. Wireless applications in the public environment are on the rise. The State of Wisconsin, the City of Madison, Dane County and the Dane County Regional Airport recognize that public wireless systems will evolve more in the future and have joined together in a substantial effort to provide wireless access to complement existing cellular services in areas of limited physical scope.

Purpose of the Request for Proposals (RFP)

The purpose of this RFP is to solicit for citywide Wi-Fi access as well as design, install, operate, manage, maintain and market a common wireless access system (CWAS) for the Dane County Regional Airport. In addition to establishing a wireless network the State requires responding vendors to explicitly address the ability to provide high levels of availability, flexibility and customer responsiveness. The successful vendor must be able to adjust to an ever-changing business environment. It is important that we have the flexibility to take full advantage of new technologies as they evolve without financial or technical penalties.

As an integral part of this proposal, each of the entities above will execute documents covering their unique sites with the successful vendor.

Questions about the RFP

Written questions about the RFP will be accepted until 3:00 PM Central Time on Tuesday, December 14, 2004. Please email questions to: Elizabeth.Snider@doa.state.wi.us or fax to Elizabeth Snider at (608) 264-9500 by 3:00 PM Central Time, Tuesday, December 14, 2004.

Pre-Proposal Vendor Conference

A pre-proposal vendor conference will be held on Wednesday, December 15, 2004 at 10:00 AM Central Time. The conference will be held in the Robert B. Skuldt Conference Room of the Dane County Regional Airport Terminal Building, 4000 International Lane, Madison, Wisconsin.

The purpose is to discuss the requirements and objectives of this RFP. Airport representatives, State, County and City staff will be available to answer questions.

During the conference, State, County, City and Airport representatives will attempt to answer all questions submitted prior to and during the conference. A summary of the questions and answers, as well as a list of all attendees, will be made available in the form of an amendment to this RFP and forwarded to all individuals or companies that received a copy of the RFP.

Potential proposers may wish to conduct a physical tour of the Airport. Tours of the Airport facility will be conducted immediately following the vendor conference. That will be the only time available for touring the Airport facility.

Timeline

Estimated Timetable of Events

Milestone	Date
Issue RFP	December 10, 2004
Submission of written questions by Proposers Due	December 14, 2004
Pre-proposal conference	December 15, 2004
State Response to Proposers' Questions – RFP Addenda	December 17, 2004
Proposals due	January 10, 2005
Vendor interviews complete	January 20, 2005
Notice of Intent	January 24, 2005

Timing and sequence of events resulting from this RFP shall ultimately be determined by the State in collaboration with the affected stakeholders.

1. VISION

The City of Madison, the County of Dane, and the State of Wisconsin are interested in procuring a seamless wireless network that would be available to residents, businesses, and travelers to the Madison area and later to other parts of Dane County and Wisconsin. The goal of this project is a single constant Internet experience throughout the city, and eventually the rest of Dane County and other communities in the State of Wisconsin that will facilitate the use of a wireless network and minimize redundancy, expense, and inconsistency of coverage.

1.1 Coverage

The network should completely cover at a minimum a 1.5 mile radius from the State Capitol, with an emphasis on the Capitol Square, State and Local Government Offices, and State Street. Coverage will include the interior of buildings. A link to the Airport must be included, with provisions for adding a hot spot at the Monona Terrace and the Alliant Energy Center either initially, or within a year to allow for unique concerns at each facility to be worked out. Within the duration of the contract, these facilities will be included in the network. In addition, we require a plan for completely covering the city of Madison within the timeframe of the contract so that the city can plan to migrate municipal applications to the network. We encourage proposals to include a geographic coverage area greater than the minimum described in the RFP.

1.2 Nature of Service- Government, Business, Home, Visitor

The network must be able to accommodate the different needs of the potential users within the coverage area.

1.2.1 Government

Wireless capability must be available in all government buildings within the initial coverage area and must be planned for the entire city of Madison. Use of the network for mobile emergency response and public health purposes must be a priority and be provided at minimal or no cost. Public spaces, such as city parks and the Capitol grounds within the coverage area must be accessible.

Governments, such as Dane County or the City of Madison, must have the option of paying for the usage of discreet coverage areas, making that area free to the end user. An example would be an economically disadvantaged neighborhood, allowing the municipality to help bridge the digital divide.

1.2.1.1 Airport

Attachment A contains the specific requirements for the Airport. For the response to be accepted, all of the requirements for the Airport must be met.

1.2.2 Business

Bandwidth and service levels must be sufficient to encourage business within the coverage area to use the network for daily work purposes.

- a) Develop and propose bulk usage rates for businesses that would extensively use the network (this provision includes the airport).

1.2.3 Home

The network must be accessible to home users within the coverage area.

- a) Provide a rate structure for home users at different bulk increments including monthly and annual discount rates.

1.2.4 Visitor

A major objective of the network should be the convenience of the visitor to Madison. The business traveler, for example, should be able to rely on one network to the greatest extent possible while

visiting Dane County. In addition, the resources that the visitor may need while in this community should also be presented and made available to them on the network.

- a) Present the network from the perspective of the visitor to Dane County, including heavily used travel destinations.

1.2.5 Splash Page/Walled Garden

The customer should be able to access the system from a Splash page that has features on it that are available for free to all citizens within the coverage area (walled garden). At a minimum those free Internet sites should include all local and state government web sites and critical visitor information.

- a) Please propose, in detail, what elements on the site will be made available to public free of charge and how the site will be designed including advertising revenue. Consideration should be given to partnering with the Greater Madison Visitor and Convention Bureau and the Greater Madison Chamber of Commerce.
- b) Describe the billing process for those areas of the network that are/would be fee for service.

2. SCOPE OF WORK

2.1 Strategic Partnership

This project is to establish a long and enduring relationship with one or more telecommunications provider(s) that is/are willing to become a stakeholder in Wisconsin and assist in improving the State's communications infrastructure. We believe there is a strong need for one or more companies to enter into a public-private partnership with governmental entities in the State of Wisconsin. We seek to establish a win-win partnership where the citizens of the State are offered better services and the provider(s) experience a prosperous business environment that fosters continued technological telecommunications advancements.

2.2 Duration of Partnership

Specifically, the State of Wisconsin seeks to enter into agreement for a term of 3 years with two one year renewal options, under which one or more prospective strategic partners will provide services as set forth in a contract agreement.

2.3 Assets

The State, County and City will allow access to their infrastructure for the installation of equipment and towers to maximize the coverage of the network.

- a) The proposal should detail what infrastructure would be used and in what manner. The vendor will be responsible for the upkeep and maintenance of their equipment on municipal property.
- b) The proposal should detail what City infrastructure the Proposing vendor would like to use and in what way; and also supply diagrams and specifications of any devices to be placed on City infrastructure.
- c) Describe the maintenance required on devices attached to City infrastructure and how that maintenance will be performed.

Vendor will be responsible for removing their devices from City light poles when City chooses to replace the pole and also replacing the devices on the new light poles.

2.4 Needs

Listed below are the various needs we have identified for the State, County and City. Services should be designed to serve indoor and outdoor clients.

2.4.1 General System Needs

- a) Wireless Internet access services
- b) Dynamic and static IP addressing
- c) Classes of service suitable for business, residential, public safety and special projects
- d) Availability of always on, always connected, VLANs (or acceptable alternatives) that can be dedicated to specific applications (i.e., one VLAN per major application)
- e) Availability of prioritized quality of service by VLAN (or acceptable alternatives) for types of traffic flows (i.e., voice, data, video)
- f) Support IP mobility for vehicles moving at traffic speeds as they pass through the coverage areas, or cells, so that connections are maintained. The system shall be capable of delivering wireless voice, data, and video communications services to patrons and visitors as they occupy or roam through defined authorized access areas state, city and county facilities.
- g) A local peering connection for local survivability of communications and to minimize data transit time. The local point-of-presence should have the intelligence to route local data locally. In the event the Internet backbone fails, we should still be able to communicate locally.
- h) Provide data backbone capabilities between designated locations.
- i) Quality of Service suitable for voice, data, and video applications – explain system latency, jitter, bandwidth and other QoS parameters provided to support multiple users and applications.

2.4.2 Subscriber Access Devices and Equipment Options

- a) Inside wireless access device with choice of inside and outside antennas
- b) Equipment for portable applications is desired

2.4.3 Billing and Charge Back

- a) Billing procedures and capabilities, including separate invoicing for the State, County and City.
- b) Proposed rate structure for private end users. Including daily, monthly and annual rates. Including corporate bulk usage rates.
- c) Revenue sharing plan for the State, County and City including Dane County Regional Airport, Monona Terrace and Alliant Energy Center.

2.4.4 Coverage and Towers

- a) Phase 1a should be near 100% coverage for the Dane County Regional Airport.
- b) Phase 1b should be near 100% coverage of a mile and a half radius around the State Capitol building and the Alliant Energy Center.
- c) Second phase is to provide service to all of the Madison Area.
- d) The proposed system spectrum, capacity, penetration, and interference issues need to be managed - explain the proposed solution details.

2.4.5 Operation, Maintenance, and System Evolution

- a) Provide system performance measurement, monitoring, repair, and maintenance on a 24/7 basis, or as negotiated
- b) Maintain good performance levels, or as negotiated
- c) Provide network survivability if a tower, or site, is lost
- d) Provide equipment that can be remotely updated, configured, and maintained with a minimum of service disruption
- e) Plan for upgrading infrastructure, capacities, and services as technologies advance so that they do not become obsolete, or are no longer competitive, while minimizing and controlling costs
- f) Marketing Plan describing the promotion of available services and future expansion.

3 PROPOSAL PROCESS

3.1 Statement of Need

The State invites interested telecommunications providers (“Vendors”) to submit proposals describing how they can meet the State’s goals for ensuring that the community benefits from new and advanced information technologies, how a creative partnership can be used in that effort, and how they can meet the goals articulated in the previous section.

3.2 Process

3.2.1 Proposal Format

Vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted with one original and two copies. All proposals submitted will become the property of the State and will not be returned.

Proposals must remain open and valid for six months from the opening date, unless the time for awarding the contract is extended by mutual consent of State and the vendor.

3.2.2 Oral Presentation

The Vendors may be required to give an oral presentation of its proposal to the State/City/County evaluation committee. This will provide an opportunity for the Vendor to clarify or elaborate on the proposal. The Team will schedule the time and location of such presentations. Presentations are at the option of the Team and may not be conducted. Therefore, proposals should be complete.

3.3 Proposal Content

3.3.1 Cover Page

This must include the RFP number, title and the complete vendor name and mailing address

3.3.2 Letter of Transmittal

Proposals must include the name and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a statement describing any potential conflict of interest. Any exceptions to the State contract’s general terms and conditions should be discussed in the statement.

The vendor must provide a brief description of the organization including history; number of years the organization has been in business; type of services provided; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; Federal employer ID number. The vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company’s principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

A vendor representative authorized to make contractual obligations must sign the cover letter.

3.3.3 Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of the document readily. Identify each section of the response as outlined in the proposal package.

NOTE: YOUR RESPONSE SHOULD CLEARLY ADDRESS HOW YOU PROPOSE TO MEET OR EXCEED THE FOLLOWING 3.3.4 - 3.3.10

3.3.4 Description of the Vendor's Firm / Company

The description should include the following elements:

- a) Type of entity
- b) Where headquartered
- c) History
- d) Principals
- e) Financial strength (include a complete copy of Proposer's audited financial statements prepared in accordance with Generally Accepted Accounting Practices, for the two (2) most recent fiscal years, showing complete operations and a statement of any significant financial events occurring subsequent to the closing date of the most recent financial statement. The financial statements shall be audited statements certified by an independent Certified Public Accountant (CPA). If audited financial statements are not available, reviews or compilations by an independent CPA shall be submitted.
- f) Technical qualifications and expertise to meet the State's telecommunications needs (include copies of relevant federal and state licenses and certificates)
- g) Personnel who would be assigned to work on the Project with resumes and relevant work experience
- h) Related experience
- i) Team Relationships - If Vendor is a team of more than one entity, provide a detailed description of the relationship between and responsibilities of the entities.

3.3.5 Proposal Components – General

- a) The terms upon which the Vendor desires to use the State, County, City's existing infrastructure
- b) The nature and structure of the "partnership" being proposed
- c) The financial and other benefits to the State, County, City including reduced costs, new revenue opportunities, economic development, and enhanced service capabilities
- d) A description of the ways in which the Vendor would assist the State, County, City to accomplish its telecommunications goals and vision
- e) A discussion of the proposal's compliance with all relevant legal requirements
- f) Proposal to offer data, voice, and Internet services to the State and other public entities

3.3.6 General System Needs

- a) Wireless Internet access services
- b) Dynamic and static IP addressing
- c) Classes of service suitable for business, residential, public safety and special projects
- d) Availability of always on, always connected, VLANs (or acceptable alternatives) that can be dedicated to specific applications (i.e., one VLAN per major application)
- e) Availability of prioritized quality of service by VLAN (or acceptable alternatives) for types of traffic flows (i.e., voice, data, video)
- f) Support IP mobility for vehicles moving at traffic speeds as they pass through the coverage areas, or cells, so that connections are maintained
- g) A local peering connection for local survivability of communications and to minimize data transit time. The local point-of-presence should have the intelligence to route local data locally. In the event the Internet backbone fails, we should still be able to communicate locally.
- h) Provide data backbone capabilities between designated locations

- i) Quality of Service suitable for voice, data, and video applications--explain system latency, jitter, bandwidth and other QoS parameters provided to support multiple users and applications
- j) Support user access to all available licensed and unlicensed wireless services operating in duly authorized and allocated frequency bands in a neutral, non-discriminatory manner
- k) Include all hardware and software needed to operate in accordance with contract requirements, such as the uplink or downlink RF, power systems, power backup, antennas, base stations, towers, multiplexers, personal computers, cable/fiber and associated systems

3.3.7 Subscriber Access Devices and Equipment Options

- a) Inside wireless access device with choice of inside and outside antennas
- b) Equipment for portable applications is desired

3.3.8 Billing and Charge Back

- a) Billing procedures and capabilities, including separate invoicing for the State, County and City.
- b) Proposed rate structure for private end users. Including daily, monthly and annual rates. Including corporate bulk usage rates.
- c) Revenue sharing plan for State, County and City including Dane County Regional Airport, Monona Terrace and Alliant Energy Center.

3.3.9 Coverage and Towers

- a) Phase 1a should be near 100% coverage for the Dane County Regional Airport.
- b) Phase 1b should be near 100% coverage of a mile and a half radius around the State Capitol building and the Alliant Energy Center.
- c) Second phase is to provide service to all of the Madison Area
- d) The proposed system spectrum, capacity, penetration, and interference issues need to be managed - explain the proposed solution details

3.3.10 Operation, Maintenance, and System Evolution

- a) Provide system performance measurement, monitoring, repair, and maintenance on a 24/7 basis, or as negotiated
- b) Maintain good performance levels, or as negotiated
- c) Provide network survivability if a tower, or site, is lost
- d) Provide equipment that can be remotely updated, configured, and maintained with a minimum of service disruption
- e) Plan for upgrading infrastructure, capacities, and services as technologies advance so that they do not become obsolete, or are no longer competitive, while minimizing and controlling costs
- f) Marketing Plan describing the promotion of available services and future expansion.

3.3.11 Contract Terms

- a) Negotiated service periods, with renewals
- b) Meet service availability and installation timelines
- c) Provide service at designated locations that are within the coverage areas previously described under "Coverage and Towers"
- d) Provide affordable solutions for residents and businesses that are competitively priced with DSL and Cable

4 EVALUATION CRITERIA

The State may choose to enter into negotiations with more than one Vendor in any specific area or to issue a follow up RFP to a short list of Vendors.

4.1 Award Criteria

The State will evaluate proposals in accordance with the following criteria.

- a) Able to facilitate to the State the goals stated in section 2 of this RFP
- b) Able to deliver the Walled Garden stated in section 1 of this RFP
- c) Ability to meet the State's current and future telecommunications needs
- d) Prior experience in providing telecommunications services
- e) Technical and management experience of personnel
- f) Range, quality, and timeliness of telecommunications services offered
- g) Cost of service to the State and reasonableness of price proposed for services
- h) Responsiveness to the RFP
- i) Special qualifications
- j) Suitability of services for the State's purposes
- k) Customer service practices
- l) Previous projects, descriptions, and references
- m) Operations and maintenance of facilities
- n) Long-term viability of the "partnering" arrangement and its value to the State
- o) Level of service to be provided to the community
- p) Compensation to be provided to the State in exchange for the use of State assets, including increased revenue to the State, services, cash, or other valuable consideration

4.2 Contract Award and Development

The competitive negotiation method of selection, as described by the State of Wisconsin Procurement Code will be used to determine the most qualified Vendor among those submitting proposals. Proposals will be evaluated in accordance with the proposal evaluation criteria in this RFP. The State is eager to move forward quickly and will, therefore, complete the proposal-evaluation and contract award-and-development processes as rapidly as possible.

At the time the Agreement is executed, the successful vendor is required to submit performance guarantee in the amount of \$10,000 in the form of a Certified Check, Cashier's Check, or Money Order made payable without condition to the Wisconsin Department of Administration.

4.3 Multiple Awards

The State is willing to negotiate with more than one Vendor to satisfy the various aspects of the State's request. Vendors may submit joint proposals. The State may, during the course of evaluating the proposals, suggest that one or more Vendors cooperate and form alliances to satisfy the State's requests.

4.4 Proposal Content part of Contract

The content of the RFP and the successful Vendor(s)' proposal will become an integral part of the contract, but may be modified by provisions of the contract. Vendors must be amenable to inclusion in a contract of any information provided either in response to this RFP or received subsequently during the selection process. The information received will be considered contractual in nature and will be used in evaluation of proposals and in subsequent contractual action.

4.5 Performance Guarantee

At the time the Agreement is executed, the successful vendor is required to submit performance guarantee in the amount of \$10,000 in the form of a Certified Check, Cashier's Check, or Money Order made payable without condition to the Wisconsin Department of Administration.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria.

A.	<u>Technical Design and Implementation</u> The clarity, quality and completeness of Proposer's proposal with respect to the Technical Design and Implementation requirements stipulated in Section 2.	30%
B.	<u>Management and Operations Plan</u> The quality, clarity and completeness of Proposer's proposal with respect to the Management and Operations Plan as cited in Section 2.	25%
C.	<u>Experience and Qualifications of Key Personnel</u> Quality and quantity of experience of the Proposer and its key personnel as required by Section 2.	15%
D.	<u>Financial Offer and Financial Ability to Perform</u> The percentage of Gross Receipts proposed to be paid to the Airport, the reasonableness of the Pro Forma with full supporting details, and reasonableness of the proposed pricing to wireless providers as required in Section 2.	15%
E.	<u>Timelines</u> Particular initiatives that will provide the most efficient installation and implementation in the environments identified in this RFP.	15%
		TOTAL: 100%

AMENDMENTS TO THE RFP

Any pertinent information relative to this RFP developed on or after December 10, 2004 and that is subsequent to issuance and prior to the established date for the receipt of the Proposals will be issued to all prospective Proposers on record in the form of a written amendment. Failure to acknowledge receipt of an amendment may result in the rejection of the Proposal.

CONSTRAINTS

The State will require the successful vendor to complete the Airport CWAS installation and implementation and the citywide Wi-Fi access within 90 consecutive calendar days from executing an Agreement. The 90-day consecutive calendar days will begin within three (3) business days of the fully executed agreement. Failure to meet the completion date provides a basis for invoking the Performance Guarantee.

A share of the Proposer's Gross Receipts will be paid to the State, Airport City, County in exchange for the privileges granted under Agreement.

The State shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required data, or to reject a proposal, which is in any way incomplete or irregular.

The State shall reject all proposals from vendors where there is evidence of collusion among the vendors.

In the event there are inconsistencies between the general conditions and other terms or conditions contained herein, the former will take precedence.

The State's terms and conditions of contract, including the Hardware Rider, apply to the Airport and other "non-state" agencies.

The State shall have the right to waive any informality or irregularity in any proposal received and to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising is determined by the State to be in its own best interest.

No oral conversations or agreements with any official, agent, or employee of the State, City, County or Airport shall affect or modify any terms of this RFP. Any alleged oral agreement or arrangement made by a potential vendor with any department, agency, official or employee of the State, City, County or Airport shall be superseded by the Contract that results from this RFP process. Oral communications to a potential vendor shall not be binding on the State, nor shall any written materials provided by any person other than the State's official contact in this process.

In the event of a contract award, all sales, supporting material and other documentation submitted to this process becomes property of the State. If this process does not result in an award, all sales, supporting material and other document will be destroyed, unless the vendor requests they be returned.

Any work product, whether acceptable or unacceptable, developed under a contract with the State is to be the sole property of the State unless stated otherwise.

The State will monitor all terms and conditions carefully and throughout the relationship with the selected vendor may make amendments to the contract, in concert with the vendor, for reasons including but not limited to improving communications, ensuring opportunities to address pricing based on market conditions and calibrating service performance.

The successful vendor shall comply with all employment laws and regulations regarding safety. The successful vendor shall ensure all staff is properly trained in safe work practices and procedures.

The State requires the successful vendor's agreement that the contract resulting from this RFP can become available to other municipalities in the State of Wisconsin that want to sign on to the project in the future. This will be through a piggyback arrangement subject to approval by the State Department of Administration.

Submission of a Proposal shall constitute a valid offer that may be accepted for a period of one hundred eighty (180) days following the date specified for submission of Proposals.

SUBMISSION OF PROPOSALS

A. Proposal

An original hardcopy (marked as such and including signature pages) plus eight (8) CD-ROMs or 3.5" diskettes of the Proposal must be submitted in a manner that conforms to detail specified in this RFP. Please clearly mark and submit the portion related to fees on a separate sheet and on separate CD-ROM or 3.5" diskette. The original hardcopy proposal must contain appropriate signatures by an authorized official of the Proposer's company. Enclosed the Proposal in a sealed envelope or package, and mail or hand deliver to the name and address on the cover page of this RFP. All Proposals must be received no later than 2:00 pm on January 10, 2005 to be eligible for consideration. Proposals or modifications received subsequent to the noted date and time shall be considered "late Proposals" and will not be evaluated.

B. Proprietary Data

It is incumbent upon the Proposer to indicate clearly what portions of the Proposal, if any, contain proprietary information that the Proposer would not wish to disclose to persons outside the Airport. The Airport will consider all Proposals to be confidential in nature during the solicitation process, but those portions of the selected Proposer's Proposal which are not marked proprietary and that are incorporated into the Agreement, shall become public information when the Agreement is executed with the selected Proposer. Proposals shall not be returned to the Proposers.

C. Deviations from Requirements

All Proposers are advised that significant deviations from this RFP may result in reduced evaluation scores. "Significant deviations" are terms inconsistent with or substantially varied from the financial and operational terms set forth in this RFP. Further, the Airport reserves the right to reject any Proposal that does not provide the information requested in the RFP.

D. Proposal Format

1. Each proposal will be typewritten, using a 12-point font, on a standard 8 1/2" X 11" page format, in a three-ring binder and accompanied by a cover letter on the Proposer's letterhead. The pages must be numbered and a Table of Contents should be provided. The body of the Proposal shall be no more than 50 one-sided pages in length, double-spaced, and shall provide all information requested herein. Proposers must organize their Proposals so that they address each of the elements stated herein in the same order as listed.
2. The Proposal shall include the following mandatory exhibits for the Airport and all other locations as applicable, which shall not be included in the 50-page limit:
 - a) System Design;
 - b) Preliminary Description of Equipment;
 - c) Preliminary Equipment Space Site Plan;
 - d) Preliminary Head-end Space Site Plan;
 - e) Preliminary Wireless Access Point Locations;
 - f) Test Plan.
3. Additional optional data and exhibits may be included under separate cover if the Proposer deems them important to the presentation.
4. If the Proposal does not comply with these conditions, it may be considered non-responsive by the Evaluation Committee and may be rejected without further consideration. These constraints are intended to provide uniformity in Proposers response formats.

APPENDIX A

AIRPORT SECTION

DESIGN, INSTALL, OPERATE, MANAGE, MAINTAIN AND MARKET A COMMON WIRELESS ACCESS SYSTEM (CWAS) AT DANE COUNTY REGIONAL AIRPORT IN MADISON, WI

SECTION I - PURPOSE

- A. This section (Airport Section) requires a point-by-point response from interested and qualified vendors to design, install, operate, manage, maintain and market a Common Wireless Access System (CWAS) at the Dane County Regional Airport (the Airport). It is imperative that a point-by-point response be provided. Proposals that do not contain a point-by-point response to the Airport Section will be considered incomplete.
- B. The primary purpose of the CWAS is to offer providers of wireless communications services with a means of extending their services to customers located at the Airport. The Airport is served by multiple cellular and PCS carriers, and other public and private wireless services also exist or are coming soon. These services include wireless fidelity, or "Wi-Fi", and other unlicensed services. Travelers and businesses at the Airport increasingly depend upon, and have come to expect, reliable and sustained connections relatively free of interference. Rather than trying to find space for new sites and new equipment for each of these providers, the Airport believes that allowing providers nondiscriminatory access to shared infrastructure, in the form of a CWAS is a better way to advance the mutual interests of the public, the providers and the Airport.
- C. The CWAS must be capable of transmitting two broad classes of services, which for the purposes of this RFP are designated as "commercial services" and "private services", are defined as follows:
1. Commercial Services include, without limitation: (i.) licensed commercial Wireless Telecommunications Services as defined in 47 C.F.R. Part 1.F., delivered by means of cellular, PCS, paging and conventional and enhanced specialized mobile radio technology or other radio technology; (ii) licensed wideband local multipoint distribution service; and (iii) unlicensed wireless Internet access services using the IEEE 802.11 protocol, or comparable technology.
 2. Private services include, without limitation: land mobile radio services used by Airlines and other airport tenants, and potentially the Airport itself, for operations, security and public safety.
- D. The Airport is seeking a company to provide a CWAS that will enable multiple service providers to offer Commercial Services to the public at the Airport. The successful Proposer will be expected to actively seek commercial wireless providers interested in improving cellular phone and other wireless service coverage within the Airport terminal building. The Proposer will also be expected to market its services to Airport tenants and other users of Private Services. The Airport does not guarantee the existence of any market or customer base for any of the services a CWAS might provide. The Airport intends to grant the successful Proposer the non-exclusive right to install and maintain a CWAS at the Airport, but the Airport does not purport to grant or offer exclusive access to any market or class of customers. The successful vendor will work with Commercial Wireless Providers' equipment within specified Airport facilities.

- E. The specific goals for the CWAS are:
1. To allow members of the public to obtain reliable, seamless wireless communications coverage at the Airport, from the providers of their choice.
 2. To allow providers of Commercial Services nondiscriminatory access to a single facility capable of extending such services throughout the Airport.
 3. To offer members of the public high speed Wi-Fi Internet access.
 4. To offer airlines and other Airport tenants access to a comprehensive wireless communications infrastructure, for the transmission of Private Services.
 5. To minimize disruption to the infrastructure of the Airport and make the most efficient use of physical space at the Airports.
 6. To provide the Airport with fair compensation for the use of the Airport's property in connection with the delivery of communications services, and the other privileges granted by a CWAS Agreement.
 7. To accommodate the existing technological and capacity requirements for wireless communications services with the capability to add capacity and to support emerging technologies as the need arises.

SECTION II - COMPANY RESPONSIBILITIES

- A. The selected Proposer shall be responsible for the design, installation, operation, management, and maintenance of a CWAS at the Airport, and for marketing the services of the CWAS. The CWAS shall be designed to accommodate large numbers of simultaneous users over several radio bands, as described in Section III. During the term of the Agreement, the selected Proposer shall own and maintain the CWAS at its expense. At the conclusion of the Agreement, the Airport shall have the option to take ownership of the CWAS or to require its removal.
- B. CWAS design requirements must be based on the collected technical and coverage requirements of the Airport, the commercial telecommunications service providers, and the users of private wireless services who can reasonably be anticipated to utilize the system. The system should also be capable of supporting the needs of the Airport, airlines and other Airport tenants. The CWAS must comply with all applicable rules, regulations and license requirements of the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), the Occupational Safety and Health Administration (OSHA), and the Airport.
- C. The design, installation, operation, management, maintenance and marketing of the CWAS shall be financed by the selected Proposer at no cost to the Airport. Similarly, the Proposer will be solely responsible for all costs associated with upgrading the CWAS infrastructure to provide continuous access to existing and new wireless technologies as they emerge and become commercially viable.
- D. The Airport terminal building is equipped with an existing cabling infrastructure, and to the maximum extent possible, this existing backbone should be utilized for the proposed CWAS. The Proposer shall submit a detailed wiring plan for review and approval by the Airport prior to the installation of any additional cables or equipment. All cabling shall be installed using existing wire trays, and the installation of cables and other equipment required for the proposed CWAS shall be provided by the selected Proposer at no expense to the Airport. The interconnection of the landline network facilities shall be at a telecommunications demarcation point as determined

by the Airport. The demarcation point(s) may be relocated in the future as determined by the Airport.

- E. The selected Proposer will be required to ensure that the installation and operation of the proposed CWAS will not interfere with FAA operations and equipment or other existing licensed users, including the Airport's radio systems, or with any tenant's private wireless requirements. If any such interference occurs, the selected Proposer shall be responsible for taking any steps needed to eliminate or mitigate the interference. Significant interference may be cause for shutting down the CWAS and for terminating the Agreement.
- F. The selected Proposer will be required to cooperate and coordinate its installation, maintenance and operation of the CWAS with the Airport, the Airport's designated telecommunications management consultants and Dane County Information Management staff.
- G. The selected Proposer will be required to develop and implement a plan to migrate any existing or legacy wireless systems to the CWAS. Certain existing wireless systems conducted by Airport tenants may be interested in using the CWAS rather than separate systems or equipment. The selected Proposer will be expected to prepare a list of existing wireless systems in operation at the Airport within forty-five (45) days after the execution of the Agreement awarded as a result of this RFP.
- H. As one component of its marketing efforts, the selected Proposer shall diligently contact and offer nondiscriminatory access to the CWAS to all providers currently offering or providing wireless services within a five-mile radius of the terminal building of the Airport, and shall continue to pursue such opportunities diligently for the duration of the Agreement. The selected Proposer shall also provide non-discriminatory access to any other provider that requests it. The selected Proposer may engage in negotiations with individual providers, as necessary to meet the unique needs of such providers, provided that the fundamental terms of contracts with providers do not result in unreasonable discrimination among providers.
- I. The selected Proposer shall develop a legal or contractual mechanism by which the diverse and evolving needs of multiple telecommunications service providers can be addressed in a neutral, non-discriminatory manner. The Airport retains the right to approve the selected Proposer's proposed pricing for access to the CWAS. All agreements executed by the selected Proposer shall be assigned to the Airport at the expiration or termination of the Agreement. Each contract with a commercial wireless provider shall permit its assignment without approval of the commercial wireless provider.

SECTION III - SYSTEM REQUIREMENTS

- A. The CWAS shall be capable of delivering wireless voice, data, and video communications services to Airport passengers, tenants, employees, patrons, and visitors while on Airport property or within Airport facilities, as they occupy or roam through defined authorized access areas.
- B. The CWAS to be provided by the selected Proposer must use technology designed to accommodate the technological and capacity requirements of multiple wireless carriers in a non-discriminatory manner. Its design and installation must be performed in a manner that will make efficient use of space at the Airport. In addition, the Airport desires to minimize the amount of copper and fiber optic cabling placed at the Airport facilities.
- C. The system's infrastructure must accommodate all existing and/or reasonably foreseeable emerging commercial RF services, unlicensed RF services and technologies, to include, but not limited to, (a) cellular telephones; (b) Personal Communications Systems (PCS); (c) pagers; (d)

wireless Internet devices; (e) two-way radio; and (f) other wireless devices in demand by the traveling public and users at the Airport.

- D. The installation and operation of the CWAS must not interfere with FAA operations and equipment or other existing licensed users, including, without limitation, the Airport's UHF or other radio systems and any tenant's private wireless requirements.
- E. The proposed CWAS should be capable of accommodating both Commercial Services and Private Services, including existing wireless systems identified in the selected Proposer's migration plan.
- F. The proposed CWAS must be capable of permitting, to the maximum extent desirable, the co-location of multiple commercial wireless providers and access system equipment at identified locations within the Airport's facilities or on the Airport's property.

SECTION IV – AIRPORT PROPOSAL SUBMITTAL REQUIREMENTS

Each Proposal must include complete and detailed written responses to the following items in the order stated below. Each response will be evaluated in accordance with the criteria stated in the RFP.

A. TECHNICAL DESIGN AND IMPLEMENTATION

1. The selected Proposer shall be responsible for the design and implementation of the CWAS. The Proposer shall provide a recommended conceptual system design and implementation plan with its response to this RFP, including a description of the proposed system using illustrations, renderings and/or schematic plans for the location of all proposed CWAS equipment. The Proposal shall include descriptions, pictures and quantities of all equipment recommended for the proposed CWAS. The Airport anticipates that the successful Proposer will require (i) head-end space for locating its principal transmitting and receiving equipment; (ii) space in one or more equipment rooms for locating additional equipment and for interconnecting with wireline facilities to be installed by the Proposer within the Airport, and for interconnecting with existing land line connections to off-Airport locations; (iii) multiple locations for locating wireless Internet access equipment and microcell transceivers; and (iv) limited access to ducts and conduits for placement of internal wireline connections. Accordingly, Proposals shall include exhibits addressing the following topics: (i) system engineering design; (ii) description of equipment; (iii) equipment space site plan; (iv) head-end space site plan; and (v) wireless access point locations.
2. The Proposer shall address each of the following technical requirements in its proposal submission:
 - a. Describe how the CWAS will accommodate each provider of Commercial Services using the following criteria:
 - Frequency Range/Spectrum
 - Modulation
 - Multiple Access Method
 - b. Describe how the CWAS may accommodate Private Services.
 - c. To the extent not expressly addressed in paragraphs 2a and 2b above, describe how the CWAS will accommodate Legacy Systems.

- d. Describe the proposed CWAS infrastructure as it refers to supported coverage areas, frequencies, power supply, performance, capacity, hand off with micro/overlay networks and the commercial wireless provider interface.
- e. Describe how the proposed CWAS has been designed to integrate with the migration of emerging wireless technologies, spectrum, standards and protocols.
- f. Describe how the proposed CWAS design and implementation will accommodate, to the maximum extent possible, the co-location of multiple service providers and access system equipment at identified locations within the Airport's facilities or on Airport's property.
- g. Describe how the proposed CWAS will ensure that the installation of its RF system will not interfere with FAA operations and equipment or other existing licensed users, including the Airport's radio systems and the existing private wireless operations of tenants.
- h. Describe how the Proposer shall resolve any interference caused by the CWAS to any of the Airport's radio systems or to other existing wireless systems operating at the Airport. Detail if the suitable resolution may require the purchase and installation of filters and/or the relocation of cabling or other infrastructure.
- i. Describe the types of RF interference that might arise at the Airport as a result of the installation and operation of the CWAS and provide information pertinent to the methodology that would be employed to resolve any such interference in the following situations:
 - 1. Interference with the Airport's radio systems.
 - 2. Interference between commercial wireless providers using the CWAS;
 - 3. CWAS interference with existing Airport and tenant radio systems; and
 - 4. CWAS interference with off-Airport wireless facilities.
- j. Describe how the proposed CWAS will provide coverage and capacity to all public areas at the Airport, including without limitation, how the CWAS design will fill wireless service coverage area gaps that are identified within the Airport's facilities and into which service providers require or desire access for their current and anticipated subscribers.
- k. Describe the alarm, support services and response procedures provided in the proposed CWAS infrastructure.
- l. Describe how the proposed CWAS will benefit the Airport and any additional capabilities it may provide for security, safety, redundancy, etc.
- m. Describe how the proposed CWAS can provide greater capacity if and when required.
- n. Describe how the proposed CWAS will manage unlicensed spectrum for maximum throughput, minimum interference and open access for all applications. Further describe which 2.4 GHz Internet/LAN standard the proposed CWAS would use to provide maximum throughput with minimal interference.

- o. Describe the essential technical standards that will be required of all of the commercial wireless entrants to gain access to the proposed CWAS as they apply to the items below.
 - Radios
 - Isolators
 - Filters
 - Antennas
 - Combiners
 - Conductors
 - Connectors
 - Grounding
 - Shielding
 - Power Limits
 - p. Describe how the Proposer intends to conduct interference testing and monitoring.
3. Detail the proposed capital expenditures planned by the Proposer for the full buildout of its proposed CWAS. Projected dates for the CWAS build-out and all major capital expenditures must be included.

B. MANAGEMENT AND OPERATIONS

1. The Proposer must describe how it will manage all activities and operations pertaining to the proposed CWAS including, but not limited to, the design, installation, operation, management, maintenance and marketing of the system. The Proposer shall demonstrate that its plan will provide the necessary management expertise, sound business practices and competent, trained staff to support all classes of service inhabiting the system. The selected Proposer will be expected to develop an Operating and Procedures Manual prior to the start of CWAS operations and, to address relevant quality assurance, safety, security, system testing, and maintenance issues at initiation of the project as well as periodically during the term of the agreement. Proposals shall therefore include exhibits setting forth (i) the construction standards to be used in installing the CWAS; and (ii) a test plan for ensuring that the CWAS complies with the proposed system design.
2. The Proposal shall describe the location, functions, and operation of its local Project Management Office. The successful Proposer shall be required to establish such an office within reasonable proximity to the Airport to permit service issues to be responded to at the airport within one hour from the time the issue has been reported. A project manager shall be named in the Proposal whose resume shall be included in the Proposal. The local project manager shall be responsible for the implementation and management of all aspects of the day-to-day operation of the CWAS. The project manager will handle all wireless related requests, as well as routine and non-routine maintenance of the system. The proposal shall state how the project manager will identify system failures and how the prompt response and repair of such failures can be accomplished. This individual must have at least three (3) years of continuous experience in the wireless industry. This individual shall also be the single point of contact (POC) for the Airport and shall be responsible for the fulfillment of the requirements outlined herein. The project manager shall attend meetings with Airport personnel, including those addressing routine and emergency maintenance issues as required by the Airport.
3. The Proposer must provide an implementation plan to include a schedule detailing all major events and time of completion for each event. Completion of the CWAS will be defined as the date and time when all system components are fully installed and operational according to manufacturer specifications. Any critical assumptions regarding implementation must be described in the Proposal.

4. To the maximum extent possible, the implementation and operation of the CWAS will be undertaken so as to minimize disruption to the Airport's facilities and operations. Installation of the necessary infrastructure must be coordinated and approved by the Airport.
5. The Proposer must describe the account management and billing system that the Proposer is proposing to use in tracking, verifying, and invoicing for revenues due to the Proposer and the Airport.
6. The Proposer shall provide a Marketing Plan that it is proposing to use in developing revenue from potential users of the CWAS.
7. The Proposer shall describe the fee structure the Proposer propose(s) for the CWAS services the Proposer plans to offer, including commercial services and, if applicable, private services.
8. The Proposer shall describe the process by which it intends to conduct negotiations with potential users and afford such users nondiscriminatory access to the CWAS.
9. The Proposer must: (a) identify the person or persons who will be responsible for equipment maintenance; (b) provide an equipment maintenance schedule; (c) identify a response time to address equipment failure, service problems, etc. for all hours of each day; and (d) provide a maintenance and service log for each piece of equipment. If maintenance is to be subcontracted, the Proposer shall provide the name and location of the proposed subcontractor.
10. It shall be the sole responsibility of the Proposer to demonstrate in its proposal that it will provide adequate services, material equipment and labor to perform the services as described in the RFP. The Airport shall not be responsible for any omissions or errors made in the proposal. The Proposer shall be equally responsible for conducting all surveys and research required to gain a complete understanding of this RFP.

C. EXPERIENCE AND QUALIFICATIONS

1. The Proposer's proposal must demonstrate that the Proposer, its managers, and other designated key personnel assigned to this project are sufficiently experienced and fully qualified to manage all aspects of the CWAS project as described in Section IV. A-B, of this RFP.
2. The Proposer must describe its experience in the design, installation, operation, management, maintenance and marketing of a CWAS or comparable facility similar in size and complexity to that required by this RFP. This includes, as applicable, providing the length, status and scope of any existing or prior CWAS or similar installation it has designed, installed, operated, managed, maintained and marketed. The Proposer must also provide similar information for all locations in which its principals, owners or, its proposed management personnel have performed similar functions for a CWAS operation, or a comparable facility within the last five (5) years. Names and current telephone numbers of references relative to any current or prior CWAS operations must be provided. If any of the current or prior operational locations are or were at airports, this information must be specifically noted to include length of service and scope of operations. The aforementioned entities may be contacted by the Airport to obtain information regarding the Proposer's operation and performance, including, but not limited to, such subjects as effectiveness and quality of the operation, the record of complaints, financial status, timeliness of payments and overall satisfaction with performance.

3. The Proposer must provide in its proposal a list of all key personnel to be assigned to perform this Agreement, including their individual experience and qualifications. The Proposer must also identify the proposed time commitment of the key personnel assigned to this agreement.
4. In the event the Proposer anticipates the establishment of a new business entity, or a subsidiary or a spin-off of an existing entity to perform the services contemplated under this RFP, sufficient data must be provided to demonstrate the financial capability of the proposed entity including letters of credit in an adequate amount to finance the operations required under this RFP. The Airport reserves the right to request a guarantee from a parent company(ies) that proposes to establish a new business entity.
5. If the Proposer is a joint venture, the above information must be supplied for each venturer. If the Proposer contemplates offering certain elements of the CWAS pursuant to subcontracts, sufficient data with respect to each subcontractor must be provided to demonstrate that it has the requisite experience to perform the functions described herein, and provide assurances to the Airport of the financial capability of the proposed subcontractor to perform the specified function.
6. The Proposer must be qualified to do business in the State of Wisconsin at the time of execution of the Agreement.
7. The Proposal must state whether, a) the Proposer; b) any corporation or other entity which has either directly or indirectly a controlling interest in the Proposer; c) any subsidiary corporation or other entity in the Proposer has a controlling interest; or d) any other affiliate of the Proposer has, a) filed for bankruptcy or reorganization with the past seven (7) years, and if so, explain the circumstances and status of the proceeding; b) been suspended or barred from bidding on government (federal, state, local) or airport contracts, and if so, explain the current status of said suspension or debarment, or, c) had any contract(s) terminated either voluntarily or involuntarily within the past five (5) years, and if so, identify the contract(s). If the Proposer is a joint venture, then the above information must be provided for each participant in the joint venture.

D. FINANCIAL OFFER & FINANCIAL ABILITY TO PERFORM

1. Each Proposer must provide a detailed Pro Forma for each year of the proposed Agreement detailing expected revenues and expenses of the CWAS with supporting business assumptions. The Pro Forma will be in sufficient detail as to allow for the evaluation of the Proposer's proposed financial offer. Proposers are expected to provide a financial proposal that is consistent with its proposed fee structure, including the amount the Proposer intends to charge each wireless provider for access to the CWAS. The Airport's preferred revenue sharing approach calls for agreements with wireless providers to include provisions that will enable the Proposer to adequately and reliably report the fees to which the Airport is entitled.
2. Each Proposer must provide a financial offer to the Airport in the form of a percentage of Gross Receipts received by the Proposer in the operation of the CWAS applied against forecasted revenues in the Proposer's Pro Forma. The Proposer with the highest percentage of Gross Receipts will receive the highest score and the remaining Proposers' scores will be prorated based on their percentage proposed.
3. Proposers are expected to provide in their proposal a discussion of the form of agreement they believe to be the appropriate vehicle to govern the relationship between the selected Proposer and the wireless providers; and, to provide the terms that will govern the obligation to report the preferred usage information.

SECTION V – AVAILABILITY OF AIRPORT FACILITIES

The Airport anticipates that the successful Proposer will require access to and the use of physical space at the Airport for the location of its equipment. The Airport has identified potential head-end space and potential equipment space at the Airport. The location of these areas, and other pertinent information, will be provided at the pre-proposal conference.

Rights of the Airport:

1. The Airport reserves the right in its discretion to accept the Proposal or any modified proposal that, in the Airport's sole judgment, best meets the Airport's requirements. The Airport further reserves the right in its discretion to reject any or all Proposals, to waive irregularities and technicalities in the Proposals, to re-advertise, or to proceed to provide the service otherwise when it judges it to be in the best interest of the Airport.
2. The Airport reserves the right to amend any provision of the RFP, including without limitation, the Draft Agreement.
3. A Proposer may not be a prime contractor on more than one Proposal under this solicitation. A Proposer may be, 1) a subcontractor on more than one Proposal, or, 2) a prime contractor on one Proposal and a subcontractor on other Proposals. A Respondent may be an individual, partnership, corporation, joint venture or other type of business association. Joint venture partners of a joint venture Proposal are considered to be prime contractors regardless of the level of participation or ownership. Therefore, a joint venture partner cannot participate on any other Proposal except as a subcontractor.
4. Proposals may be rejected if the Proposer (or any participant in a partnership, joint venture or other business arrangement submitting the Proposal) is in default or in arrearage under any previous or existing agreement with the Airport; or, if there are any existing unresolved monetary claims by the Airport against the Proposer.
5. The Airport may conduct announced or unannounced site visits and/or contact customers or other references of any Proposer, or of any Proposer judged to be within a competitive range, to elicit further information relevant to the Proposals submitted. The Airport reserves the right to use the findings from visits or references in its evaluation of the Proposals in accordance with the evaluation criteria established in this RFP.
6. The Airport may hold discussions with any Proposer, or with any Proposer judged to be within a competitive range, concerning its Proposal. The Airport reserves the right to use the discussions in its evaluation of the Proposals in accordance with the evaluation criteria established in this RFP.
7. The Airport reserves the right to make an award without conducting site visits, holding discussions or contacting customers or other references.
8. The Airport may, in its sole discretion, require the submittal of Best and Final Offers by all Proposers, or those Proposers judged to be within a competitive range.

FEES PAID BY PROPOSER

Proposer, _____ (insert company name), proposes the following fee payments for each year during the term of the WiFi and Common Wireless Access System Agreement.

Proposer shall pay to a Minimum Annual Guarantee or a Percentage Fee based on Gross Receipts from its operations hereunder, whichever sum is greater.

Minimum Annual Guarantees:

	Annual	Monthly
January 1, 2005 – December 31, 2005	\$ _____	\$ _____
January 1, 2006 – December 31, 2006	\$ _____	\$ _____
January 1, 2007 – December 31, 2007	\$ _____	\$ _____
January 1, 2008 – December 31, 2008	\$ _____	\$ _____
January 1, 2009 – December 31, 2009	\$ _____	\$ _____

Percentage Fee Based on Gross Receipts:

_____ % of Company's total Gross Receipts

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

This document can be made available in accessible formats to qualified individuals with disabilities.

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____

FEIN _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City

State

Zip + 4

5. CEO / President Name

**State of Wisconsin
Standard Terms and Conditions
Revised 09/2004**

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to

the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**STATE OF WISCONSIN
HARDWARE RIDER**

- 1.0 ACCEPTANCE/STANDARD OF PERFORMANCE
- 2.0 ACCESS TO EQUIPMENT
- 3.0 ALTERATIONS AND ATTACHMENTS
- 4.0 DOCUMENTATION AND OPERATING MANUALS
- 5.0 EMERGENCY EQUIPMENT
- 6.0 ENGINEERING CHANGES AND/OR FIELD MODIFICATIONS
- 7.0 INSTALLATION
- 8.0 LIQUIDATED DAMAGES
- 9.0 MAINTENANCE CONTINUITY
- 10.0 ONGOING PERFORMANCE REQUIREMENT
- 11.0 RELOCATION OF EQUIPMENT
- 12.0 RETURN OF EQUIPMENT
- 13.0 SITE PREPARATION
- 14.0 SPARE PARTS
- 15.0 SUPPLIES
- 16.0 TECHNICAL SERVICES
- 17.0 TRAINING

STATEMENT OF PURPOSE: The Hardware Rider provides terms and conditions relating to acquisition of data processing hardware. The Hardware Rider is applicable to all Data Processing Agreements which involve the acquisition of data processing hardware.

1.0 ACCEPTANCE/STANDARD OF PERFORMANCE:

A standard of performance must be met before any of the equipment is accepted by the State. It is also applicable to any replacement or substitute machines which are added or field modified after the equipment has completed a successful performance period.

- 1.1 The performance period shall begin when the State notifies Contractor in writing that acceptance testing may commence and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days. The performance period will determine whether the following acceptance criteria are met:
- a. Equipment operates in conformance with Contractor's technical specifications and functional descriptions.
 - b. Equipment meets the specifications and performs the functions as contained in the State's solicitation document.
 - c. Equipment is capable of running on a repetitive basis using a variety of live data, as supplied by the State, without failure.
 - d. Equipment is capable of meeting the State's performance requirement as expressed in the State's solicitation document.
 - e. Equipment does not require modifications to other operational systems and does not cause performance degradation of other systems operating on the State's computing system(s) and network(s).

Equipment must operate at an effectiveness level of 96% or more. (See items 1.5 through 1.10 below.)

- 1.2 In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test shall, at the option of the State, continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
- 1.3 If the equipment fails to meet the standard of performance after ninety (90) calendar days, from commencement of acceptance testing, the State may, at its option, terminate this Agreement without penalty, request replacement equipment or continue the performance test. Contractor shall be liable for all inbound and outbound preparation and shipping costs for equipment returned pursuant to this provision. The State's option to terminate this Agreement shall remain in effect until such time as a successful completion of the performance period is attained.
- 1.4 The date of acceptance shall be the first day after the completion of the successful performance period and shall be the first day that authorized charges will be paid.
- 1.5 The effectiveness level for equipment acquired under this Agreement is computed by dividing the operational use time by the sum of that time plus system failure downtime.
- 1.6 Operational use time for performance testing for the equipment acquired under this Agreement is defined as the accumulated time during which the equipment is in actual use.
- 1.7 Equipment failure downtime is that period of time when the equipment is unavailable due to equipment malfunction.

- 1.8 During any period of equipment downtime, the State may use operable equipment when such action does not interfere with maintenance of the inoperable equipment.
- 1.9 Downtime for each incident shall start from the time the State makes a bona fide attempt to contact Contractor's designated representative until equipment is returned to the State in proper operating condition.
- 1.10 During the performance period for equipment, a minimum of 90 calendar days operational use time with productive or simulated work will be required as a basis for computation of the effectiveness level.
- 2.0 ACCESS TO EQUIPMENT:
Contractor, its agents or employees shall have full access to the equipment at reasonable times when State offices are open to inspect the equipment or observe its use upon first giving notice to the State of Contractor's intent to perform such inspection.
- 3.0 ALTERATIONS AND ATTACHMENTS:
Following acceptance by the State of the equipment that is the subject of this Agreement, the State may make alterations or attachments to the equipment upon prior written notice to Contractor.
- 3.1 The State shall be responsible for making such State initiated alterations or attachments to equipment, its use, and the results obtained there from, and the State shall also be responsible for paying all charges incurred and related to any such alteration or attachment. The State shall also be responsible for removing any such alteration or attachment and for restoring the equipment to its normal unaltered condition prior to its return to Contractor or upon written notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical, provided that such written notice sets forth the particular factual basis relied upon by the Contractor in making such determination.
- 3.2 When such alterations or attachments are made by the State or its authorized agents: (1) the State shall be responsible for damage to the equipment caused by or resulting directly or indirectly from such alterations or attachments; (2) Contractor shall not be held responsible for defects in software or documentation provided such defects are caused by or result directly from such alterations or attachments; (3) Contractor will not be liable for any performance degradation of the equipment caused by or resulting directly from such alterations or attachments; (4) Contractor will not be responsible for the proper or efficient operation of, or the cost or effort to modify any software or documentation affected directly or indirectly by such alterations or attachments.
- 4.0 DOCUMENTATION AND OPERATING MANUALS:
Contractor shall provide, at no additional charge, operating manuals which describe equipment capabilities, its operation, malfunction identification and troubleshooting procedures. One (1) copy of these manuals will be furnished for each individual piece of equipment ordered by the State. Manual updates or revisions published by the Contractor shall be provided free of charge. Contractor agrees that the State may make such additional copies of supplied documentation as are needed for use by State employees.
- 5.0 EMERGENCY EQUIPMENT:
Contractor agrees to make every reasonable effort to assist the State in obtaining the use of equipment compatible with that used by the State to meet emergencies such as a major system or equipment failure or loss which extends or is expected to extend beyond twenty-four (24)

hours. The State, at its option, may accept or reject the offer of use of emergency equipment from the Contractor.

6.0 ENGINEERING CHANGES AND/OR FIELD MODIFICATIONS:

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the State at no additional charge. The State reserves the right at all times to schedule these Contractor sponsored modifications and/or engineering changes to minimize the impact on the daily operations of the State. Contractor warrants that, to their knowledge, installation of such engineering changes and/or field modifications as are required or recommended from time to time, shall not cause the performance of the equipment modified to degrade below the standard of performance established for acceptance of the equipment or as described in Contractor's technical specifications and accepted by the State. Liquidated damages as provided for in section 8.3 of this Hardware Rider will be assessed by the State if engineering changes and/or field modifications result in an unacceptable performance level for the equipment.

7.0 INSTALLATION:

The State agrees to have the equipment installation site prepared in accordance with vendor's written specifications prior to the installation date. The State shall provide access to the installation site to enable Contractor to plan the installation. A complete minimum disruption installation plan for installing equipment must be provided by Contractor which requires no prime shift system downtime and which is flexible enough to meet the State's operational requirements. The plan must detail all activities required to successfully install and operate the equipment. This includes, for example, I/O generation, emulator generation, security authorization, and operating instructions. Except for equipment specifically designated in Contractor's proposal as customer set-up or unless otherwise specified in the State's solicitation document, Contractor shall be responsible for unpacking, uncrating and installing the equipment, including the installation of all necessary cabling, connection with power, utility and communications services, and in all other respects making the equipment ready for operational use. Upon completion, Contractor shall provide written certification to the State that each unit of equipment has incorporated within it all of the Contractor's current engineering changes and that the equipment is ready for acceptance testing. For those units of equipment designated as customer set-up in Contractor's response to the State's solicitation document, the State shall:

- unpack each unit of equipment;
- inspect each unit of equipment for damaged or missing items;
- perform the physical set-up and connections as prescribed by Contractor;
- provide any data communications equipment that may be required in order for the equipment to function;
- install all required programming aids;
- utilize equipment validation and diagnostic tests as prescribed by Contractor to verify that the equipment functions properly;
- notify Contractor of equipment that is missing, damaged or apparently malfunctioning;
- notify Contractor within five (5) working days after successful installation that equipment is being tested for acceptance.

At the State's request, subject to the charges listed in the Contractor's response to the State's solicitation document, Contractor shall assist in the installation of equipment designated as customer set-up.

8.0 LIQUIDATED DAMAGES:

The State declares, and Contractor acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State and Contractor, therefore, presume that in the event of any such nonperformance, the amount of damage which will be sustained from the nonperformance will be the amount set forth in this section and they agree that, in the event of any such nonperformance, the Contractor shall pay that amount as liquidated damages and not as a penalty. Liquidated damages shall be the exclusive damages available to the State in respect to subparagraphs 8.1, 8.2 and 8.3. Amounts due the State as liquidated damages may be deducted by the State from any money payable to Contractor and any amount outstanding over and above the amounts deducted from invoices will be promptly tendered by check by Contractor to the State.

The State shall notify Contractor in writing of any claim for liquidated damages pursuant to this section on or before the date when the State deducts such sums from money payable to Contractor and, in any case, within thirty (30) days after Contractor's failure to perform in accordance within the terms and conditions of this Agreement. Delay in reporting such claim to Contractor will void any claim for liquidated damages.

Except with respect to defaults of subcontractors, Contractor shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of Contractor. Delays due to causes of Force Majeure (which are outside of the control of both parties and could not be avoided by exercise of due care) or due to the responsibility of the State or other contractors of the State shall extend the dates on a day for day basis; but in every case the delay must be beyond the reasonable control and without the fault or negligence of Contractor. Delays caused by the default of a subcontractor, when such default arises out of causes beyond the control of both Contractor and the subcontractor and without the fault or negligence of either of them, shall extend the dates on a day for day basis, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

8.1 DELIVERY OF EQUIPMENT:

If Contractor does not deliver equipment within ninety (90) days of the date of order by the State (or by the date specified in the order), Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day beyond ninety (90) days of the date of the order (or beyond the date specified in the order) the greater of \$200.00 for each item not delivered or 1/30th of the monthly charges (lease, rental, lease/purchase) for all undelivered equipment or 1/200th of the purchase price of all undelivered equipment.

Contractor has the right to reject and return any order issued by the State within ten (10) days of the date of the order if it cannot accept the State's delivery schedule or Contractor cannot make delivery within ninety (90) days. In the event that Contractor rejects the State's order, liquidated cannot be invoked.

8.2 INSTALLATION OF EQUIPMENT:

- a. If Contractor does not install any of the equipment designated as Contractor set-up in Contractor's proposal on or before the installation date specified in the

order, Contractor shall pay the State, as fixed and agreed liquidated damages for each calendar day between the date specified for installation and the actual installation date for such equipment, the greater of \$200.00 or 1/30th of the monthly charges (lease, rental or lease/purchase) or 1/200th of the purchase price applicable to each machine and feature. In no event shall Contractor be obligated for more than one hundred eighty (180) calendar days.

- b. If some, but not all, of the equipment specified in an order is installed and ready for use by the installation date specified in this agreement and the State uses any such installed equipment, liquidated damages shall not accrue against the equipment used.
- c. Substitute Equipment: If Contractor provides substitute equipment acceptable to the State on or before the installation date specified in the order, liquidated damages shall not apply to the equipment for which substitute equipment was provided.
- d. If Contractor does not deliver and/or install all of the equipment and any specified software, including special features and accessories included on the same order, and, as a result, no portion of the total system is ready for use on the installation date, daily liquidated damages shall be paid by Contractor. These daily liquidated damages shall be the greater of \$200.00 per item, 1/200th of the total purchase cost of the order or 1/30th of the monthly charges (lease, rental, or lease/purchase).
- e. Replacement Equipment: If Contractor fails to install all of the equipment identified herein within thirty (30) days of the installation date specified in an order, including special features and accessories, the State may upon written notice to Contractor obtain replacement equipment from another vendor. In this event Contractor shall be liable for the greater of: (i) liquidated damages from the installation date specified herein until replacement equipment is installed and ready for use or (ii) liquidated damages for one hundred eighty (180) days from the installation date.

8.3 ONGOING PERFORMANCE:

If Contractor does not meet the Ongoing Performance Requirement specified in Section 10.0 of this Hardware Rider, Contractor shall pay the State, as fixed and agreed liquidated damages for each month in which equipment failed to perform at an effectiveness level of 96% or the greater of one month's monthly charge for the equipment which was subject to nonperformance.

The State shall maintain appropriate daily records of the ongoing performance level of equipment that is the subject of this Agreement. If Contractor believes that equipment is operating as certified, the State shall offer such records as evidence in assessing damages.

9.0 MAINTENANCE CONTINUITY:

Contractor agrees to make available maintenance services to meet the State's ongoing performance requirement for as long as the equipment is utilized by the State.

If Contractor is unable to provide maintenance services pursuant to this Agreement and in the State's sole opinion is unlikely to resume providing maintenance services to meet the State's ongoing performance requirement, then Contractor or its receiver or trustee shall provide the following items to the State.

- 9.1 All information necessary for the State to perform or to have such maintenance service performed including, but not limited to, logic diagrams, maintenance manuals, system and unit schematics.

- 9.2 A listing of suppliers capable of supplying necessary spare parts and equipment support.
- 9.3 Available information adequate to permit the State to have spare parts manufactured elsewhere.
- 9.4 A listing of spare parts and their frequency of use to enable the State to create a centralized inventory of spare parts.

Any information in items 9.1, 9.2, 9.3, and 9.4 above which is identified by Contractor as proprietary information shall be maintained in confidence by the State except where disclosure to a third party is necessary in order for the State to continue the maintenance service; however, any third party to whom disclosure is made pursuant thereto shall agree to hold such proprietary information in confidence and to make no further disclosure thereof. Further, the State agrees that any such proprietary information shall be used solely to perform the Contractor's obligations hereunder and shall be returned to Contractor upon completion of such use.

10.0 ONGOING PERFORMANCE REQUIREMENT:

Any equipment installed as a result of this Agreement must perform at an effectiveness level of 96% each month following acceptance during the effective life cycle of the equipment as specified in the State's solicitation document and as provided for in Contractor's response with respect to costs.

Should any equipment fail to meet this standard of performance, the State may at its option, choose to liquidate the damages it suffers as a result of equipment failure. In the event that equipment is inoperative, due to equipment failure, and the effectiveness level is below 10% of the total operational use time for three (3) consecutive calendar months, the State reserves the right to terminate this Agreement without penalty or to require Contractor to replace the equipment.

11.0 RELOCATION OF EQUIPMENT:

- 11.1 The State reserves the right to move the equipment acquired under this contract from one State office to any other State office within the State.
- 11.2 The State will prepare a relocation site that conforms to the Contractor's specifications in accordance with other provisions of this Rider.
- 11.3 The State shall arrange and pay for all transportation, rigging, drayage and any other relocation charges.
- 11.4 Rearrangement of equipment within the same office for State convenience shall be entirely at State expense. Contractor may provide paid assistance and supervision.
- 11.5 The State shall notify Contractor at least thirty (30) days in advance of the relocation of any equipment which is not designated as customer set-up in Contractor's response to the State's solicitation document. Contractor shall be responsible for disconnecting, packing, and crating this equipment for shipping as well as all tasks associated with installation as detailed elsewhere in this Hardware Rider subject to charges as specifically stated in Contractor's response to the State's solicitation document.

12.0 RETURN OF EQUIPMENT:

- 12.1 If equipment is returned to Contractor for failure to fulfill contractual obligations, the following procedure will be used:
- a. Within twenty (20) days of written notification Contractor will prepare equipment for removal and shall provide the State with the required shipping instructions.
 - b. Within thirty (30) days following preparation of equipment for shipping, the State shall ship the equipment in accordance with instructions from Contractor.
 - c. All shipping cost will be borne by Contractor.
- 12.2 If equipment is returned to Contractor for any other reason, the State shall be responsible for all costs associated with preparation of equipment for shipping and for shipping costs to Contractor's nearest location.

13.0 SITE PREPARATION:

Equipment environmental specifications shall be furnished in writing by Contractor to the ordering agency at least sixty (60) days prior to delivery. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of its environment.

The State shall prepare the site at its own expense and in accordance with the Contractor's equipment environmental specifications not later than fifteen (15) days prior to delivery, and shall make the site available thereafter for inspection by Contractor. Failure by Contractor to inspect the site prior to delivery shall be deemed to be approval of the site as meeting Contractor's equipment environmental specifications.

Contractor will notify the State in writing as to the adequacy of the site and the State's planned layout of the equipment within ten (10) days after inspection.

Contractor warrants that all equipment which is the subject of this Agreement has been approved by Underwriters Laboratories or a recognized equivalent certification agency.

Contractor understands that all equipment installations must comply with building and facilities standards established by the State.

14.0 SPARE PARTS:

Contractor agrees to furnish to the State price lists and instructions for ordering spare parts for all equipment proposed in the Contractor's response to the State's solicitation document. Contractor agrees that these spare parts will be available, either to the State or to a third-party maintenance contractor retained by the State for the purpose of maintaining Contractor's equipment if the State chooses not to contract for maintenance service with Contractor.

15.0 SUPPLIES:

Contractor's prices do not include operational supplies (e.g., paper, tape, etc.) unless such supplies are specifically identified. All supplies used by the State shall conform to Contractor's published specifications provided to the State at the time of equipment installation. The State reserves the right to acquire such supplies from any vendor of its choice.

SIGNATURE AFFIDAVIT

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the State in this RFP, and declare that the attached proposal and pricing are in conformity therewith.

_____		_____	
Name (Type or Print)		Title	
_____		_____	
Signature		Firm	

Address: (Street, City , State, Zip Code)			

Telephone	Fax	E-Mail	

Date			

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The material identified below and submitted as part of the response to this RFP is not subject to disclosure under the Wisconsin Open Records Law, sections 19.31, et seq., and Proposer requests that such material be treated as confidential material and not be released without our written approval. **[Attach additional sheets if needed.]**

Section	Page Number	Topic

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend its position that the material is not subject to the Wisconsin Open Records Law.

Note to Proposer: The State will treat all information provided as part of the proposal response as subject to public disclosure unless it is identified as confidential material on this form. By submitting a proposal, each Proposer agrees to hold the State of Wisconsin harmless for any damages arising out of the release of any material not identified as confidential on this form.

_____ Signature-Authorized Representative	_____ Company Name
_____ Print Name-Authorized Representative	_____ Date