



**City of Wausau**

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**City-County IT Commission**

RESPONSE DUE:  
**July 14<sup>th</sup>, 2016**  
**4PM**

**Request for Proposal**  
**Cellular service provider**

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## **PROJECT COORDINATOR:**

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City County IT Commission

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## A. Purpose of Request

The City of Wausau (COW) with assistance from the City-County IT Commission (CCITC) is requesting proposals for the City of Wausau for the purpose of obtaining pricing on cellular services for devices such as smartphones, flip phones, mifi, Cradlepoints, tablets, etc. All aspects of this Request for Proposal will be in accordance with the City of Wausau procurement policy.

The City-County IT Commission is an agency that provides IT services to City of Wausau, Marathon County, and North Central Health Care. This contract will be with the City of Wausau. The CCITC is coordinating the RFP and selection process.

The City reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible Firm determined to be the most advantageous to CCITC and the City of Wausau. The contract shall be awarded in accordance with the terms and conditions of City of Wausau procurement policy. This solicitation may be canceled if doing so is determined to be in the best interests of CCITC or the City of Wausau. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

## B. Time Schedule

The CCITC intends to negotiate this agreement in accordance with the following schedule. Dates shown after the due date for Vendor (Firm) proposal responses are only estimates. The CCITC reserves the right to modify or change any part of this schedule, as necessary. The CCITC will also entertain any recommendations regarding its planned schedule for implementing the new system.

Release RFP to vendors on State of Wi Vendornet <a href="http://vendornet.state.wi.us/vendornet/default.asp">http://vendornet.state.wi.us/vendornet/default.asp</a>	Friday July 1 <sup>st</sup> , 2016
Vendor questions (if any) due to the CCITC	Monday July 11 <sup>th</sup> , 2016 noon
Proposal responses due	Thursday July 14 <sup>th</sup> , 2016 4PM CDT
Proposal Opening Board of Public Works Meeting	TBD
Reference checks, vendor visits and product presentations	July 2016
Finalist(s) selected	July 2016
Negotiate contract for software and services	July / August, 2016
Contract awarded	Early August 2016

## C. Entity Overview

The City of Wausau is located in Marathon County in north-central Wisconsin. Incorporated in 1872, the City of Wausau covers over 18 square miles and has a population of 39,106 (per 2010 US Census). The City operates under the Mayor-Council form of government. The 11 alderpersons represent 11 districts, serving 2-year terms, with all alderpersons elected every two years. The Mayor is elected to serve a four-year term and serves as the City's chief executive and administrative officer.

Wausau provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water utility and wastewater treatment services; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration (finance, legal, property assessment, information technology, and human resources).

As of the most recent debt issue in April, 2016, the City continues to maintain an Aa2 rating from Moody's Investor's Service, Inc. The City government includes 15 departments, and employs 330 full time equivalent (excluding temporary) employees. The City's fiscal year ends on December 31.

## D. Budgetary and Technology Information

The City prepares a comprehensive budget document, including both operating and capital budgets, which is adopted by the Common Council in November for the subsequent fiscal year. The budget document is available for review on the City's website ([www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)). The City's accounting structure uses funds and departments typical of other Wisconsin governments.

The City utilizes the following technology resources provided by the City-County Information Technology Commission (CCITC):

Overview of Current CCITC Network - For reference purposes only.

- 1) Network Environment - The CCITC currently supports the following:
  - a) Switched 10/100/1000 Mb Ethernet to the desktop.
  - b) Power Over Ethernet
  - c) A (3) node 10 Gigabit Ethernet backbone over fiber optic cable
  - d) High traffic hosts are Gigabit attached
  - e) TCP/IP protocol is currently supported
  - f) WAN services to several NCHC sites; DSL, private and leased point-to-point wireless, and leased fiber service
  - g) LAN to LAN VPN
- 2) Desktops Standard - CCITC currently purchases HP desktops and Laptops with Windows 7 and is also rolling out Windows 10. We also support Microsoft Surface devices.
- 3) Mobile Devices – CCITC supports iPads, iPhones, Android Smartphones, Toughbooks, Toughpads, and Android tablets.

## E. Current usage

The City of Wausau (“COW”) currently has about 67 non-smartphone cellular devices such as flip-phones and some waterproof, rugged non-smartphones. All of these are on the Cellcom network currently.

COW currently has about 53 smartphones. There are approximately (6) iPhone 6. The rest are a mix of iPhone 5S, 5C and Samsung S4 and S5’s. All of these are on the Cellcom network currently.

(6) Mifi hotspots. All of these are on the Cellcom network currently.

(21) Cradlepoints – NOTE: Many of these are quite new 1100 series devices and are currently on a mix of Cellcom and AT&T networks. Historically we have purchased the Cradlepoint devices ourselves from a provider with a state contract.

Specialized devices

Approximately (8) Toughpads

We have (21) Toughbooks but generally use these with the Cradlepoints instead of using the internal GOBI cards.

City council all have iPads but with Wifi only versions. We have other wifi only iPads too.

We may end up bringing in some Chromebooks in the future but currently do not have any in production. We are looking at some Android apps that may require either Chromebooks or Android based Smartphones (or tablets) such as the Samsung series.

The ambulance crews use cellular equipped Medical equipment such as Zoll X Series AED devices. These are all currently on the AT&T network.

Some departments have Apple specific apps.

Some departments have Android specific apps (water utility).

Collectors for water utility meter reading – currently we use Neptune R900 gateways and we purchased AT&T cellular cards. Currently have 6 and expanding to another 6

We have a fleet of trucks and snowplows with some cellular based technology on them.

## F. Requirements

Please read the statements below, and respond accordingly.

- 1) The City currently uses a variety of cellular devices. Because of the nature of technology, it is likely that new needs will arise during the period of this contract. Therefore, a provider is sought that is keeping up with technology changes. Please provide information that demonstrates how your company is keeping up with new products and services.

- 2) It is a requirement of the agreement that the responding vendor have a local office in Wausau, be able to issue new phone numbers in Wausau, and have their own towers and network in the metro Wausau area. Please describe your ability to meet these three requirements and whether you will be able to continue to do so.
- 3) Employees of the COW may live quite some distance from Wausau. Therefore, it is a requirement that the provider have excellent coverage in all of Marathon county and have partner networks all across the US that our cellular devices will work well in as many places as possible. Please provide coverage maps of the US showing where you own your own towers and where you have partner coverage.
- 4) The COW reserves the right to keep certain solutions with other providers if we reasonably believe that we will have better price, service or quality with another provider for specific needs. Preference will be given to proposals that provide discounts based on volumes, usage or quantities over those requiring exclusivity. If you cannot accept this requirement, please document your position on this.
- 5) The COW intends to move a significant number (a minimum of 23, but potentially more) of the flip-phones (those in squads) to smartphones. Please indicate your ability to accommodate this requirement and the cost associated therewith.
- 6) All the police smartphones should have at least 32Gig of storage but 64 Gig is preferred, if the price was reasonable. Please provide a price comparison.
- 7) Please explain in detail your proposed call plans. They should include, but not be limited to, the following features: incoming, outgoing, local, long distance, roaming, national plan options, text messages in, text messages out, MMS in, MMS out.
- 8) Please list proposed phones supported for both Android and Apple. If Microsoft is an option, provide that choice.
- 9) Please provide some less expensive non-smartphone alternatives.
- 10) If there is a ruggedized non-smartphone, provide that choice.
- 11) Explain the data plans and options to pool data plans.
- 12) Unlimited data plans on the Cradlepoints and Smartphones is preferred, but the cost benefits of other plan options will be considered
- 13) Please identify any issues and costs associated with a move away from any of our current inventory or devices from the current carrier to a new carrier.
- 14) What is your proposal for device replacement? Are you proposing all new devices at the beginning of the contract? Address the ability and cost to replace a device before it is two years old. Address the ability to get a certain number of extra devices within the length of the contract? (EX: could you allow 10% of the quantity of phones to be replaced early at no extra cost?)

- 15) Please provide costs for extended warranties. Explain what the extended warranty covers, to include the following events: – dropping, water immersion, full destruction, loss, theft.
- 16) Are loaners available for broken phones?
- 17) Is it possible to reactivate older phones for temporary solutions?
- 18) Can you provide a trained employee to contact all our staff and work with them to replace their old phones? The city would provide office space and expect that the vendor would provide a staff person to hold 2-3 days over a two week period in which they are available to meet with employees at their departmental area and set up the phone and train the user.
- 19) CCITC uses an MDM solution (MAAS360). If we provided instructions, would the provider be able to help the user install MAAS360 on the phones at the time of delivery? Would there be any costs incurred for this?
- 20) The monthly bill must be itemized by department and device. Vendor needs to track our departments.
- 21) A monthly Excel file needs to be available with as much detail as possible.
- 22) If the proposed plans involve having a master phone and child phones – can the bill evenly spread the costs across all the phones in the plan? This would make it more accurate for us to bill back to each department for their phone and device usage.
- 23) Please clarify if incoming calls and text are free. (See 7.)
- 24) Is unlimited data usage an option? If not, can all smartphones be pooled?
- 25) Unlimited data on all or some of the Smartphone devices should be priced out if available.
- 26) Cradlepoints are required to have at least 5Gig per device.
- 27) Show pricing for unlimited data on Cradlepoints.
- 28) Provide national plans choices. (See 7.)
- 29) Some staff that are on 24/7 call live in remote locations. Can you provide booster antennas? If so, what is the cost?
- 30) Provide pricing on Otter boxes and other cases.
- 31) Provide pricing on car chargers (or include one with each device).
- 32) For open records requests, what can you provide for text message archives? Please explain the age of messages and the process to request all text messages. What about call detail? Is this available for inbound and outbound? Is there a cost? Is this provided monthly for free? If not provided, would a portal website be available to access the call detail?
- 33) If plans are not unlimited data, then can the devices show accurate and current data usage from the beginning of the billing cycle to current on the device and accessible to the user? What about a management view into usage? Is there a portal for us to see all phone usage for the current billing cycle?
- 34) Will the City of Wausau own the phones? i.e. Are they the COW's to keep at the end of the contract?

35) CCITC will own all the numbers that we port over and all new numbers assigned during the life of the contract. We must be able to port the numbers to a new carrier at any time. If you cannot meet this requirement, explicitly identify what you can and cannot provide.

## Future

Parking – We are looking at new parking citation and permitting solutions. Are you aware of any of your customers using any of the common Parking Citation systems on your network? The reason for this question is that some vendors are devices specific (HTC), etc.

EMS – future vehicles will have Toughbooks with internal GOBI cards. Do you support these?

Fire Department – Cradlepoints will be going in the vehicles eventually. What are your Cradlepoint offerings? Can we buy them ourselves? Again, as stated before, we have standardized on the current 1100 series.

Please provide pricing for Ipads with cellular service..

Can you provide tools for departments that want to monitor the locations of their staff for safety (or other) reasons?

Do you have solutions for city buses? Could free Wifi be added later to the city Metro buses? Could you provide this at no cost to the city using some form of advertising to offset the costs while still being free to bus riders?

Informational – The CCITC also supports Marathon County and North Central Health Care, two separate entities. It is possible that we will discuss a similar contract for their cellular needs in the future but we can make no commitment at this time. How long would this pricing approach apply and could it be extended to Marathon County and NCHC if we chose to pursue that?

## **G. Contract Terms and Conditions**

The following contractual conditions shall be included in the contract entered into by the City of Wausau and the successful Firm:

Term: A contract for 2 years with one 2 year renewal ,with replacement of devices at 2 years. The renewal would be reviewed and approved at the conclusion of the initial term.

If your proposal is accepted and a contract is issued, the contract between the COW and the selected vendor to provide the required software and related services will consist of:

- This request for proposal (RFP)
- The selected Firm's response to the RFP
- The Firm's product demonstration and related handouts and electronic presentations

- Related commentary – any communications from the Firm clarifying the proposal, technology, project planning, implementation services, training, 3<sup>rd</sup> party applications, software functionality, support services and professional services
- Documents containing any additional items stipulated during contract negotiations
- A mutually agreed upon Statement of Work that outlines the project scope, project timeline, assigned responsibilities (Firm and CCITC) and estimated hours by role for the major work components, deliverables, milestones, and costs by major work component.
- A signature page.

Said contract between the COW and the Firm shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied or approved by the COW. The COW reserves the right to reject or modify any agreement which does not conform to the request for proposal and any COW requirements for agreements and contracts.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon execution of the contract by the proper COW officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the Firm and the COW.

The documents constituting the contract between the COW and the Firm are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them.

#### Insurance Requirements

The successful Firm shall not commence work under this contract until all insurance required under this section is obtained, and such insurance has been approved by the City Attorney, nor shall Firm allow any subcontractor to commence work on their subcontract until all insurance requirements have been obtained and approved.

**Workers Compensation Insurance** – The firm shall obtain and maintain throughout the duration of this contract statutory Worker’s Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet Firm shall require the subcontractor similarly to provide statutory Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by protection afforded by Firm.

**General Liability, Professional Liability and Property Damage Insurance** - Firm shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as

well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Firm, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Professional Liability Coverage, \$ 1,000,000 per occurrence and in aggregate.
- Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.
- If aircraft are used in conjunction with this project, \$ 2,000,000 per occurrence and in aggregate for bodily injury and property damage.

**Proof of Insurance**

1. The Firm shall furnish the City Attorney with a Certificate of Insurance, naming the City of Wausau as an additional insured, and countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Firm meets the insurance requirements identified above.
2. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the owner, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.
4. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

Applicable Law

Except as otherwise specifically provided herein, this contract shall be governed by and construed according to the laws of the State of Wisconsin. The Firm shall comply with all local, state and federal laws and regulations applicable to this Contract and applicable to the goods and services provided under this Contract.

Termination of Contract

The COW may, for its convenience, terminate this contract at any time by a notice in writing from the COW to the Firm by certified mail. If the contract is terminated by the COW as provided herein, the Firm shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Firm covered by this contract, unless payments of compensation have previously been made.

Change Orders

The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract. This amendatory provision shall not operate to prevent the CCITC from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by the Firm hereunder, nor to cancel any of the services not performed at the time notice is given to the Firm of the cancellation of such services or portion of the work to be performed hereunder.

### Gratuities and Kickbacks

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

### Non-appropriation of Funds

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the COW to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to Firm.

### Hold Harmless

Firm hereby agrees to release, indemnify, defend, and hold harmless COW and the CCITC, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agents, or assigns. CCITC does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

### Americans with Disabilities Act Compliance

In connection with performance of work under this contract, Firm agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Firm is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the COW, a public entity. The Firm is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the COW, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The Firm shall provide a similar notice to its subcontractors.

### Dispute Resolution

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

#### Non-Debarment Clause

Firm hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Firm further agrees and certifies that this clause shall be included in any subcontract of this contract.

#### Statement of Compliance

Vendor has carefully reviewed the COW and CCITC's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with the CCITC's contract language are superseded by the CCITC's required contract language.

#### Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the COW.

#### Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

#### Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

#### Force Majeure

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Firm is impacted by Force Majeure and more than 60 days has elapsed then the CCITC shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

#### Device Warranty

A warranty is sought for the devices

Service Quality / Service Level Agreement. If, after implementation, COW encounters poor quality, poor coverage, poor service, significant billing errors, or any other significant problem, COW will notify the provider in writing within 120 days. Vendor will have 15 days to cure the issues. If the issues remain unresolved, COW will cancel the contract with no penalty, COW will pay for the time used and return all devices within 60 days. If you cannot abide by this, clearly identify this in your response.

#### Renewal Costs

120 days prior to the end of the 2 year agreement, the provider must provide, in writing, any proposed increases in costs. If the COW determines to non-renew the extension, the provider will be notified within 30 days of the end date of the initial term.

#### Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this Request for Proposal. The selected Firm(s) will be required to enter into a formal contract with the COW (see Section J – Contract below).

## **H. Evaluation of Proposals**

The COW and the CCITC and/or its representatives will be the sole judge of the appropriateness and completeness of any and all proposals and reserves the right to reject any and all proposals that do not provide the information requested. Neither the COW or the CCITC nor any agent thereof on behalf of the CCITC or the City of Wausau shall be obligated in any fashion by any response(s) to this RFP. The COW and CCITC reserve the right to negotiate those issues not included in the proposal document. The CCITC will not reimburse Firms for costs incurred in preparing proposals or traveling

to any City of Wausau location to discuss the proposal, deliver equipment, troubleshoot problems or discuss billing issues.

Proposals will be objectively evaluated by a qualified team of CCITC staff, City of Wausau staff and/or stakeholder representatives. The most responsible proposal will be determined by criteria determined essential to the City as outlined below. The evaluation criteria are not limited to the lowest price.

Each proposal will be examined to ensure that it follows the proposal format and instructions in this RFP.

The CCITC is seeking a Firm with the following qualifications:

- Is a viable vendor in terms of technology available, network resources in the area, financial position and customer base.
- The ability and flexibility to meet the COW's contractual requirements and vendor expectations as summarized in this section and as detailed in the RFP.

Proposals will be evaluated on some or all of the following criteria:

- 35% Price and data plans
- 25% Product selection and availability
- 20% Coverage maps and quality of service (speed, reliability, etc)
- 7% Provider's financial strength, company size, stability, product vision and direction, and ability to work with the City and CCITC)
- 3% Firm's recommended roll out plan, including deliver, configuration, testing, and conversion timeframe
- 5% Feedback from customer references on vendor performance, reliability, service level and customer service and responsiveness
- 5% Warranties for the devices

Other criteria that will be evaluated:

- Technology that meets the COW and CCITC's technology and IT strategic plan requirements
- Adherence to requirements for RFP response including specified format
- Conformance to required contract provisions
- Total cost of ownership
- Flexibility

All proposers will be notified in writing when a final selection of a Firm has been made and the contract has been executed. Contract negotiations may be conducted simultaneously with two or more Firms.

# I. Proposal Provisions / Instructions to Firms

1. All responses must be addressed to, and mailed or delivered to:

Gerard Klein  
City County IT Commission  
407 Grant Street  
Wausau, Wisconsin 54403-4783

2. Clarifications - If additional information is needed to interpret the specifications/ requirements, written questions should be directed to our project coordinator at the above address or via e-mail Gerard.klein@co.marathon.wi.us. All questions must be in writing and received by the noon (CDT) on Thursday, July 7<sup>th</sup>, 2016.
3. Responsibility – It is the responsibility of all Firms to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. All questions, prior to contract award, must be in writing and directed as detailed above. From the issue date of this request for proposal until contract award is made, respondents are not permitted to communicate with any employee about the subject or contents of this request for proposal except as outlined above. Violation of this provision may result in rejection of the respondent's submission. No information provided verbally or by any other personnel will be considered binding. All respondents shall use this written document and its attachments as the sole basis for proposal at this time.
4. All proposals must be typewritten and shall be delivered in a sealed envelope or other USPS approved container and clearly marked in the lower left corner: "Cellular Service Provider". **All proposals must be received by 1:00 P.M. (CDT) on Wednesday, July 13th, 2016. Proposals received after that date and time will be rejected.** Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-mail are not acceptable and will be rejected. Proposals will be opened publicly at the Board of Public Works.

In the unlikely event that a delivery agent guarantees delivery, but fails to deliver on time, we will accept the proposal within 1 extra day provided that written documentation is provided that shows a guaranteed delivery was paid for and the date of planned delivery is consistent with the due date.

5. Submit two (2) hard copies, **and** one (1) electronic copy (CD, DVD or USB) in MS Word or PDF format. The proposal shall be typewritten and submitted on 8 ½" x 11" papers and assembled in a binder. It may be typed on one or both sides of the paper. If oversized sheets must be used, they shall be folded to conform to the 8 ½" x 11" size requirements. Proposals shall be signed and dated by an official authorized to bind the Firm in legal matters.

6. This request for proposal does not commit the City of Wausau or the CCITC to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or software. The COW and the CCITC reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this request for proposal, if it is in the best interests of the COW to do so. The CCITC may require respondents to participate in negotiations or to submit such price, technical or other revisions in their proposals as may result from negotiations.
7. The CCITC further reserves the right for itself and any of its agents or contractors, to request clarification on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. Such clarification can be in any form including but not limited to conference calls, email communications, Web demos, additional onsite demos or vendor headquarters visits. Finally the CCITC reserves the right to share the RFP, proposals and any subsequent vendor provided information with any consultant of the CCITC's choosing in order to secure an expert opinion; and to make copies of proposals for evaluation purposes or as required for legal or regulatory compliance.
8. Amendments:
  - a) **By the CCITC:** This request for proposals may be amended by the CCITC in response to the need for further clarification, specifications and/or requirements, changes, new due date, etc. Amendments will be posted on the State of Wisconsin Vendornet website, <http://vendornet.state.wi.us/vendornet/default.asp>.
  - b) **By Firm:** After receipt by the CCITC, proposals may only be amended by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the proposal response due date unless requested by the CCITC.
9. Withdrawal of Proposal - Any proposal may be withdrawn up until the date and time set above for the response due date of the proposals. Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in Section. 3.05 (1) (g) of the procurement code.
10. Public Information – All submitted proposals become the property of the CCITC and information included therein or attached thereto shall become public record after recommendation for endorsement of contract is made. In order to protect the integrity of the contracting process, proposals will not be disclosed until after award and signing of any and all contracts that may result from this Request for Proposal. All materials provided to the CCITC by the respective Firm are subject to State of Wisconsin public disclosure laws. Any information contained in the proposal that a Firm desires to claim as proprietary and exempt from disclosure must be clearly designated, including identifying the page and particular exception(s) from disclosure. The CCITC will try to respect all material identified by Firms as being confidential, but requests that Firms be highly selective of what they mark as

Confidential. The CCITC will make a disclosure decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as proprietary or confidential, and, therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the CCITC. Documents identified as Confidential will not be treated as such if public disclosure laws take precedence, if the information is publicly available, is already in the CCITC’s possession, is obtained from third parties without restrictions on disclosure, is independently developed by the CCITC without reference to Confidential Information, or is required to be disclosed by order of a court or other governmental entity.

11. Contents of Proposal - All attachments, additional pages, addenda or explanations supplied by the respondent with this proposal shall be considered as part of the proposal response.
12. Use of Brand Names - The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

In order for the CCITC to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to the following format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading.

Your proposal should provide a straightforward, concise description of the proposed software and services and your ability to deliver the same. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

SECTION	TITLE	CONTENTS
Section 1	Cover Letter	The transmittal letter should be: <ul style="list-style-type: none"> <li>▪ On your letterhead</li> <li>▪ Signed by an official in your organization authorized to bind his or her firm to all statements, including services and prices, contained in the proposal.</li> <li>▪ State the length of time the proposal terms remain firm, which must be for a minimum of 120 days from the proposal due date.</li> </ul> <i>Please note that an unsigned cover letter will cause rejection of the proposal.</i>
Section 2	Proposed Solution	Answers to each question asked. Explanations of how you can meet each requirement.
Section 3	Contract Terms and Conditions	<ul style="list-style-type: none"> <li>▪ Detailed pricing</li> </ul>

Section 4	RFP Exceptions	<p>Identify <b>ALL</b> Exceptions to this RFP, including contract terms and conditions and include this as an exhibit. If you provide a sample of your contract you are still required to identify in this section all exceptions you have to the COW contract terms and conditions.</p> <p><i>Exceptions to this RFP will not be recognized unless they are <b>clearly identified in the Exceptions Exhibit</b> of the RFP Response.</i></p>
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Section 10	References	<p>Please list at least three (3) municipal references of other customers within Wisconsin. <i>References may be contacted as part of the proposal evaluation process.</i></p>
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