



CITY OF LANCASTER

RFP NO. 528-08

WIRELESS MASTER PLAN



SUBMISSION DEADLINE

**MAY 7, 2008
BY 3:00 P.M.**

SUBMIT TO:

Purchasing Office
Lancaster City Hall
44933 Fern Avenue
Lancaster, CA 93534

Legal Notice
CITY OF LANCASTER

REQUEST FOR PROPOSAL
No. 528-08

WIRELESS MASTER PLAN

Notice is hereby given that sealed Proposals for the development of a **Wireless Master Plan** will be received **until 3:00 p.m. on Wednesday, May 7, 2008** at the Purchasing Office, Lancaster City Hall, 44933 North Fern Avenue, Lancaster, California 93534. Refer to the Request for Proposal for complete details and requirements. For further information, contact Cathy Petrosky at 661-723-6185.

The City of Lancaster reserves the right to reject any and all proposals and to waive minor irregularities, to accept any proposal or portion thereof, and to take all proposals under advisement for a period of ninety (90) days. No bid surety is required.

Copies of the Request for Proposal may be obtained at the Purchasing Office at Lancaster City Hall or by calling 661-723-6185. A copy of the Request for Proposal may also be obtained by going to the City's website at www.cityoflanasterca.org under Bid Notices and Results.

Dated: March 24, 2008

GERI K. BRYAN, CMC, City Clerk
City of Lancaster

Published: Saturday, March 29, 2008
 Saturday, April 5, 2008

-Antelope Valley Press

Posted: Friday, March 28, 2008

-Lancaster City Hall
-Lancaster Library
-U.S. Post Office
-A.V. Senior Center

PROPOSAL SUBMITTAL INFORMATION

INTRODUCTION

The purpose of this RFP is to solicit proposals from firms having specific experience in master planning for wireless systems and to set forth the terms and conditions whereby the City of Lancaster shall contract with the most qualified Proposer. Wireless service as used in this RFP shall mean primarily wireless telephone and other services, but do not include public safety radio system, TV reception, or amateur radio. A detailed scope of services is contained in this proposal document.

Questions regarding this RFP may be directed to Cathy Petrosky, Purchasing Agent by facsimile at (661) 723-6180 or electronic mail at cpetrosky@cityoflanasterca.org. In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting proposals are directed not to make personal contact with City Council members, their families, candidates for City Council, or any other City Administration.

The selection process may include a screening review and evaluation of proposals by staff. Selection of candidates who best meets the requirements of the City, and direct interviews with firms selected from the RFP evaluations are expected to be completed in **May 2008**.

PROPOSAL SUBMITTAL INFORMATION

- A. Submittal of Proposal: Five (5) copies of the proposal shall be submitted in response to this RFP. The proposal shall be submitted no later than 3:00 p.m. on Wednesday, May 7, 2008 and be addressed as follows:

City of Lancaster
Purchasing Office
44933 Fern Avenue
Lancaster, CA 93534

Late submittal will not be considered. Fax submittals or e-file submittals will not be accepted.

- B. Examination of the content of the RFP: By submitting a response, the proposer represents that it has thoroughly examined and become familiar with the contents of this RFP and the conditions set forth in this documents, and that it is capable of performing quality work to achieve the City of Lancaster's objectives.
- C. Pre-Contractual Expenses: The City shall not be liable to pay any cost incurred by any firm or persons in submitting a proposal in response to this request for proposal.
- D. Contract Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to accept or reject any or all responses received in reply to this RFP; reject or cancel in part or in its entirety this request for proposal. Similarly, all responses to this request for proposal shall become the property of the City and will be retained or disposed of accordingly.

EVALUATION AND SELECTION PROCESS

- A. Submittal Review: A committee will review and evaluate each submittal to determine if it meets the submittal information requirements under the Response to Proposal section. Failure to meet the requirements will be cause for eliminating the applicant from further consideration
- B. Oral Interview: Applicants meeting the submittal requirements may be requested to participate in an oral interview at the City's discretion. Proposers will be notified in writing of the hour and place for the interview. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
- C. Selection: Based on the committee's evaluation, the firms will be ranked by the evaluation committee.

RESPONSE TO PROPOSAL

- A. Introduction: This at a minimum must contain the following:
 - 1. Identification of the offering firm name, address, telephone, fax number and e-mail address.
 - 2. Acknowledgement of the receipt of RFP addenda, if any; and
 - 3. Name, title, address and telephone number of contact person during period of proposal evaluation.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top level management and ability of persons assigned to perform the work.
- C. Personnel: This section must delineate the experience and/or background of the personnel and an organization chart. The City of Lancaster is requiring that the following positions be filled by in-house staff:
 - 1. Project Manager
 - 2. Planner
 - 3. FCC permitted Attorney
 - 4. Radio Frequency (RF) Engineer
- D. Reference: List three (3) former municipal clients for whom comparable services have performed within the last five years. Include the name, mailing address, and telephone number of each client's principal representative.
- E. Authorization: The proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is valid for ninety (90) days.
- F. Insurance: Insurance certificates are required prior to contract execution. Special attention is directed to review the indemnification and insurance requirements in the contract documents. Proposal must state that Consultant has read the City of

Lancaster indemnification and insurance requirements and shall meet these requirements upon selection.

- G. Professional fees: Provide all costs associated with the scope of services required, to include any mandatory fees associated with revenues. Include an itemized fee schedule associated with project costs and any additional professional services that may be required. Provide any cost points or break downs of services where additional fees are incurred, i.e. Master Plan, Master Plan and Ordinance Review, Master Plan, Ordinance Review and Site Management. Include all cost categories and breakdown for all “groups” of services performed. The City reserves the right to negotiate fees with the successful proposer.
- H. Term of contract: The proposal shall include a section that describes the term of the contract as it relates to the project and any additional “group” of services.
- I. Additional narrative: All information as described in Scope of Services shall be addressed in narrative format as part of this proposal.
- J. Proposals shall be printed and submitted on 8 ½” x 11” sized paper, using a simple method of fastening. Proposal should not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation should be clear and concise

SCOPE OF SERVICES

In response to the Federal Telecommunications Act of 1996, the City of Lancaster adopted Article XIII “Wireless Telecommunications Facilities” of the Municipal Code in 1999. The intent of this article was to establish standards for the placement and use of wireless communications facilities within all zones where they are permitted. These provisions have remained unmodified since adoption. The current provisions provide direction for such items as the citing, height, stealthing, and location of wireless communications facilities. However, what they do not provide is a comprehensive approach that would place the City in a proactive position to fully address the new infrastructure and service demands of this rapidly growing industry.

In light of this, the City is currently reassessing its wireless communications needs and interests for the future. The City desires to be well positioned to adequately address and respond to the rapidly changing technology within the wireless communications industry. The City also wishes to explore the potential for the capture of revenue sources resulting from the implementation of such facilities and infrastructure. In order to achieve this, it is the intent of the City to develop and adopt a comprehensive Wireless Master Plan.

The Wireless Master Plan will provide the foundation for addressing the future wireless communications infrastructure and service needs within Lancaster. The infrastructure and services will be essential to the City’s economic vitality, to the efficient delivery of government services, and to enhancing the community’s quality of life. A robust wireless communication infrastructure is fundamental to education, transportation, health care and public safety among other areas.

In preparing the Wireless Master Plan, the selected consultant will be required to carry out the following services:

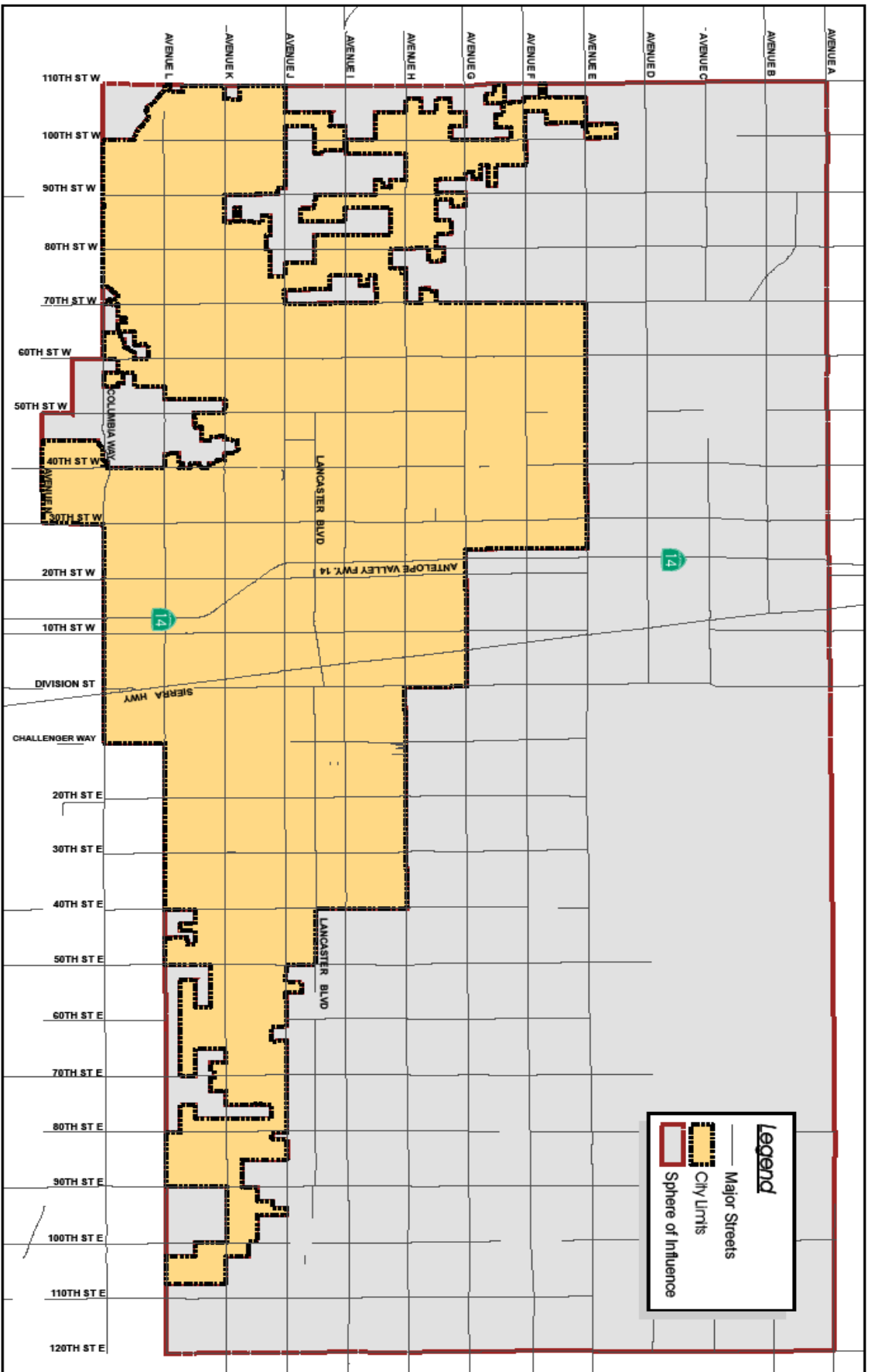
1. Conduct extensive research and gather information regarding Lancaster’s current wireless communications services, facilities and infrastructure including the preparation of an inventory and database of current facilities/infrastructure both public and privately owned within the City of Lancaster and its environ (reference Exhibit 1) that will assist in the management of these facilities.
2. As a component of the database, provide an inventory of publicly owned sites (developed and vacant) for the potential location of wireless communications facilities.
3. Conduct an analysis of current and potential signal coverage within the City and its Sphere of Influence (to include coverage for facilities/infrastructure in the City of Palmdale and the County of Los Angeles that would have an influence on coverage within the City of Lancaster).

4. Conduct an extensive review of current state and federal law regarding wireless communications facilities including recent litigation affecting local jurisdictions.
5. Provide an analysis of expected wireless facility growth and infrastructure needs for the City during the next ten years. This analysis should explore the types of wireless communication systems that would best serve the community into the future. It should examine the potential for use of City rights-of-way and other City/Agency owned property for wireless communications infrastructure and all issues related to this use including solutions for management of wireless communications within the public right-of-way as well as facilities location on public or privately owned lots and parcels.
6. Review and make detailed recommendations necessary to update (or replace) Lancaster's current Municipal Code requirements regarding wireless communications facilities including, but not limited to, co-location, stealthing, design standards and esthetics, safety considerations, abandonment, citing/location, and legal requirements.
7. Assess the partnership opportunities (both public and private) that could help the City meet future needs.
8. Explore costs/benefits to the City as a result of implementation of the Wireless Master Plan and the potential roles for the City in the development of wireless communications infrastructure and services.
9. Develop policy recommendations and programs for implementation of the Wireless Master Plan including recommendations for the management of wireless communications infrastructure into the future and a process/timetable for review and update of the master plan and implementing ordinance.
10. Develop an efficient application review and entitlement process that recognizes the limitations of City Staff's knowledge regarding wireless communications technology.

In drafting the proposal, the proposer shall consider the following:

1. Elaborate as to how the above services will be carried out to produce the Wireless Master Plan.
2. Discuss the proposed format and content of the Wireless Master Plan.
3. Discuss any additional tasks/services not outlined above that the proposer believes critical to the successful development and implementation of the Wireless Master Plan.

4. Provide a detailed work program and timeline for completion of the Wireless Master Plan.
5. Provide an itemized budget keyed to the work program for completion of the Wireless Master Plan. In addition to the items discussed in Section G of this Request for Proposal, the itemized budget shall include anticipated costs for staff meetings, project coordination, attendance of public hearings, as well as anticipated reimbursable costs associated with completion of the contract.



INSTRUCTIONS TO PROPOSERS

PROPOSERS EXAMINATION

Before submitting a proposal, the proposer shall carefully examine the Scope of Services and other contract documents, and ensure that the proposer has a clear understanding of the contract requirements regarding the performance of services.

INTERPRETATION OF PROPOSAL AND DOCUMENTS

If any person contemplates submission of a proposal for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, the proposer may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed contract will be mailed or delivered to each person receiving a set of said documents. The City is not responsible for any other explanation or interpretation of the proposed contract documents.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same are expressly referred to herein or not.

Any proposer submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by written request signed by the proposer. Such request must be delivered to the Purchasing Office's designated official prior to the proposal opening hour stipulated in the "Notice Inviting Sealed Proposals". The withdrawal of a proposal will not prejudice the right of the proposer to submit a new proposal, providing there is time to do so.

DELIVERY OF PROPOSALS

Proposals may be mailed or delivered by messenger. However, it is the proposer's responsibility alone to ensure delivery of the proposal to the hands of the Purchasing Office's designated official prior to the proposal opening hour stipulated in the "Notice Inviting Sealed Proposals". **Late proposals will not be considered.** Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **"RFP No. 528-08, Master Wireless Plan"**.

NON-COLLUSION AFFIDAVIT

Proposer shall declare that the only persons or parties interested in the proposals as principals are those named therein; that no officer, agent, or employee of the City of Lancaster is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that the proposal is in all aspects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

AWARD OF CONTRACT

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to reject any or all proposals, to accept any proposal or portion thereof, to waive any irregularity, and to take the proposal under advisement for the period of time stated in the "Notice Inviting Sealed Proposals", all as may be required to provide for the best interests in the City of Lancaster. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the proposer to whom the award is contemplated. No proposer may withdraw his proposal for a period of ninety (90) days after the time set for opening thereof.

TERM OF CONTRACT

Contract period shall be limited to the Wireless Master Plan and any additional group(s) of services awarded under the proposal. Proposer understands that this contract shall not bind nor purport to bind the City of Lancaster for any contractual commitment in excess of the original contract period. In the event the City exercises its options, all terms, conditions, provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

ADDENDA OR BULLETINS

All proposers are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the service required under this contract. Each proposer shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect to all addenda to the contract documents shall be considered in the proposal, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in the proposal any such addenda issued may render the proposal irregular and may result in its rejection by the City.

WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more Insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with the section and Section 1861 of the State Labor Code, the contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to the City of Lancaster along with the other required contract

documents, prior to performing any services. Reimbursement for this requirement shall be considered as included in the various items of services.

INSURANCE

Prior to the commencement of any services hereunder, consultant shall provide to the City certificated of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty (30) days notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Contractor.

1. **Worker's Compensation Insurance** covering employees of the Consultant, in a minimum amount of \$1 million per accident, effect per the law of the State of California.
2. **Commercial General Liability Insurance** covering third party liability risks; including without limitation contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit.
3. **Commercial Auto Liability and Property Insurance** covering any owned and rented vehicles of Consultant in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.

INDEMNIFICATION

The Consultant shall indemnify, hold harmless and defend the City from all claims, legal actions, losses, expenses, injuries or damages arising out of the Consultant's actual or alleged negligence or intentional wrongdoing incident to the performance of this Agreement, except when such claims, legal actions, losses, expenses, injuries or damages are due to the sole negligence of the City, its officers, agents or employees.

NON-COLLUSION AFFIDAVIT

RFP 528-08

STATE OF CALIFORNIA)
)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he/she is

_____ of _____
(Title) (Name of Proposer)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, and undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and non collusive or sham; that the proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2008.

(Notary Public)

My Commission Expires:

CITY OF LANCASTER

RESPONSE FORM

WIRELESS MASTER PLAN

RFP 528-08

Solicitors are requested to complete this proposal response form and return it in a sealed envelope to the City of Lancaster, Purchasing Office, 44933 Fern Avenue, Lancaster, California, by no later than **3:00 p.m. on MAY 7, 2008**. The envelope should be sealed and clearly marked **“RFP 528-08, WIRELESS MASTER PLAN”**.

TO: CITY OF LANCASTER

FROM:

Company Name

Address

Phone Number

Fax Number

Authorized Signature

Title

Print Name

Date

Email Address

The above-signed agrees to furnish to the City of Lancaster with the scope of services and conditions set forth in the proposal **RFP 528-08** in detail without exceptions other than by mutual agreement.

For technical questions, contact:

Valerie Perkinson
Information Technology Project Manager
vperkinson@cityoflanasterca.org
(661) 723-6057

For all other questions, contact:

Cathy Petrosky
Purchasing Office
cpetrosky@cityoflanasterca.org
(661) 723-6178