

ORIGINAL

DPW-127

EXECUTED IN QUADRUPLICATE

Contract No. C514990121

CITY OF MILWAUKEE, WISCONSIN

DEPARTMENT OF PUBLIC WORKS

CONTRACT for:

DIGITAL CELLULAR TELEPHONE SERVICE

Location:

CITY OF MILWAUKEE

THIS CONTRACT, Made and entered into this 20TH day of AUGUST, 1999 by and between PRIMECO PERSONAL COMMUNICATIONS, hereinafter called "Contractor" and the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter called "City."

The parties hereto agree as follows:

The CONTRACTOR has offered by bid in writing to the Commissioner of Public Works of the City, hereinafter called "Commissioner", to furnish the material, equipment, labor and everything necessary for the completion of the work herein mentioned for the City, for the price and within the time specified, and according to the contract documents therefore on file in the Department of Public Works, and the Commissioner has awarded the work to the Contractor according to law;

The CONTRACTOR, in consideration of the payments hereinafter provided, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City to well and truly execute and perform the work and furnish the material, for the price bid, within the time specified, and according to the contract documents, which include:

1. Official Notice No. 36 Dated July 9, 1999
2. Invitation to Bid
3. Bid Dated July 27, 1999
4. General Specifications Dated January 31, 1992
5. Detail Specifications of DEPARTMENT OF PUBLIC WORKS-ADMINISTRATION
Dated June 30, 1999
6. Plans of this particular project construction and contract
7. Special Provisions
8. Special Conditions if any
9. Addenda

which contract documents are hereby made a part of this contract as though set forth in full herein.

CONTRACTOR ACKNOWLEDGES TO BE FULLY AWARE OF THE CITY'S DBE PROVISIONS, THE RESIDENCE PREFERENCE PROVISIONS, AND THE APPRENTICESHIP PROVISIONS AS SET FORTH IN THE BID PROPOSAL PACKET.

CONTRACTOR ACKNOWLEDGES TO BE FULLY AWARE OF THE REQUIREMENT TO MAINTAIN COMPLETE AND ACCURATE PERSONNEL RECORDS AS REQUIRED UNDER THE DBE, RESIDENCE PREFERENCE, AND APPRENTICESHIP PROVISIONS.

CONTRACTOR ACKNOWLEDGES RESPONSIBILITY FOR ASSURING SUBCONTRACTOR COMPLIANCE WITH CITY INSURANCE REQUIREMENTS ON THIS CONTRACT AND AGREES TO PERMIT RANDOM CHECKS OF OFFICE RECORDS BY CITY STAFF TO SUBSTANTIATE SUCH COMPLIANCE. WHERE A DETERMINATION IS MADE THAT A SUBCONTRACTOR DOES NOT HAVE THE REQUIRED INSURANCE COVERAGE, THE PRIME CONTRACTOR MAY BE CONSIDERED IN BREACH AND/OR MAY BE CONSIDERED AS NOT BEING A RESPONSIBLE BIDDER ON FUTURE PROJECTS.

THE CONTRACTOR/LESSEE AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.

SEE ATTACHED PAGES FOR BREAKDOWN.

TOTAL PRICE FIRST YEAR: TWO HUNDRED TWENTY TWO THOUSAND THREE HUNDRED FORTY ONE AND 04/100 DOLLARS (\$222,341.04)

TOTAL PRICE SECOND YEAR: TWO HUNDRED TWENTY TWO THOUSAND THREE HUNDRED FORTY ONE AND 04/100 DOLLARS (\$222,341.04)

TOTAL CONTRACT PRICE: FOUR HUNDRED FORTY FOUR THOUSAND SIX HUNDRED EIGHTY TWO AND 08/100 DOLLARS (\$444,682.08)

And the CONTRACTOR agrees to be liable for all damages occasioned by the digging up, use, or occupancy of the street, alley, highway, or public ground which may result from the carelessness of such CONTRACTOR, his agents, employees, or workers.

Pursuant to the provisions of Section 7.25 of the Milwaukee City Charter, the Commissioner of Public Works reserves the right to determine whether the work has been improperly or imperfectly performed. The Commissioner of Public Works further reserves the right to adjust and determine all questions as to the amount earned under the contract, including deducting from the final payment any costs related to the repair of public facilities damaged by the CONTRACTOR on the contract.

And the CONTRACTOR hereby agrees to and with the City: (1) to complete the work in the manner and form specified within N/A working days from the date specified in the notice to proceed with the work, which notice is to be given within a reasonable time after the date of this contract.

BID RESPONSE

NOTICE TO CONTRACTORS:

PLEASE READ BEFORE FILLING OUT BID FORM

1. The bid amounts should be entered in figures and written out in words. In case of variation, the words shall prevail.
2. Bidders must bid on full service. Partial bids will be rejected.
3. No exceptions on counter-proposals will be considered.

**BID RESPONSE
YEAR ONE**

All costs stated in: United States Dollars

1. Monthly access charge per unit (based on an estimated 858 units)

\$ 8.99

In words \$ EIGHT DOLLARS AND NINTY NINE CENTS

2. Cost per minute for airtime (based on 1998 airtime of approximately 1,442,000 minutes for all cellular phones)

\$ 0.09

NINE CENTS

In words \$ _____

3. Year one (#1 x 858 x 12) + (#2 x 1,442,000) = #3 \$222,341.04

Total \$ TWO HUNDRED TWENTY TWO THOUSAND, THREE HUNDRED FOURTY ONE DOLLARS AND FOUR CENTS

In words \$ _____

**BID RESPONSE
YEAR TWO**

All costs stated in: United States Dollars

1. Monthly access charge per unit (based on an estimated 858 units)

\$ 8.99

In words \$ EIGHT DOLLARS AND NINTY NINE CENTS

2. Cost per minute for airtime (based on 1998 airtime of approximately 1,442,000 minutes for all cellular phones)

\$ 0.09

In words \$ NINE CENTS

3. Year Two (#1 x 858 x 12) + (#2 x 1,442,000) = #3 \$222,341.04

Total \$ TWO HUNDRED TWENTY TWO THOUSAND, THREE HUNDRED FOURTY ONE DOLLARS AND FOUR CENTS

In words \$ _____

AWARD

Award Criteria:

Year One #3 + Year Two #3 = Total \$

\$444,682.08

\$444,628.08

In words FOUR HUNDRED FOURTY FOUR THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS AND EIGHT CENTS

BID

BID RESPONSE CHECK LIST

1. Bid response completely filled out
2. Official Bid Form, Signature Page, Bid Bond and Affidavit of No Interest. Cashier's Check or Certified Check in lieu of Bid Bond is acceptable
3. Non-Collusion Affidavit and Disclosure of Ownership.

4. Contractor Notification

PAUL SOREF

PRIMECO PERSONAL COMMUNICATIONS

700 WEST VIRGINIA ST.

MILWAUKEE WI. 53204

Additional (information only) required costs to be submitted with the Official Bid Form and other documents:

1. Cost of software for Data Connections
One = \$ N.A.
Quantity Discount = \$
(List Various Offerings)

Cost of Software for Messaging
One = \$ \$18.99
Quantity Discount = \$ -
(List Various Offerings)
2. Maps of digital coverage and analog areas also covered
ENCLOSED
3. Numbering plan for all units except Police (random selection only)
ENCLOSED
4. Basic "Package Cost" = \$ \$0.00
Phone Only = \$ \$0.00
Phone with Vibration Feature = \$ N.A.
5. Higher End "Package" Cost = \$ \$0.00
Phone Only = \$ \$0.00
Phone with Vibration Feature = \$ N.A.
6. Vehicle "Package Cost Installed" = \$ \$399.00
Parts (kit) = \$ \$399.00
7. Replacement Parts Costs
Batteries
Standard Capacity = \$ \$49.00
Extended Capacity = \$ \$49.00

Chargers
Desktop (rapid) = \$ \$49.00
Auto = \$ \$29.00
Overnight = \$ \$49.00

Cases
Nylon = \$ N.A.
Leather = \$ \$19.99

**Reference
Customers**

1. Customer GREDE FOUNDRIES
Name(s) of Contacts(s) SONNY STEFFEN
Phone Number 414-257-3600
Number of Units EIGHTY

2. Customer MILWAUKEE METROPOLOITAN ASSOCIATION OF COMMERCE
Name(s) of Contacts(s) JAMES PAETSCH
Phone Number 414-287-4142
Number of Units NINETY

3. Customer ROADRUNNER EXPRESS
Name(s) of Contacts(s) PAUL HOFF
Phone Number 414-481-5500
Number of Units ONE HUNDRED

88



PrimeCo Personal Communications
One Pierce Place
Suite 1100
Itasca, Illinois 60143

July 24, 1999

Mr. James C. Kaminski,
Commissioner of Public Works
Municipal Building,
841 North Broadway,
Milwaukee, Wi. 53202

Dear Mr. Kaminski,

Thank you for the opportunity to bid on your wireless phone service. PrimeCo is very anxious to be the wireless provider for The City of Milwaukee. We offer features and services that take wireless communication to the next level to provide you a new and better way to stay connected.

First, PrimeCo's call quality is unmatched in the industry. Our digital technology is fast becoming the standard for wireless communication across the country. Our virtual crystal-clear connections eliminate scratchiness and static as never before.

A second but perhaps even more critical consideration for government leaders is the security of their calls. Traditional cellular systems and their analog technology are inherently insecure. Numbers can be stolen out of the air and cloned for illegal use.

PrimeCo's security is virtually impossible to break. The U. S. Military developed our digital technology to encode messages and uses it to insure message security.

Please note attached:

- Answers to detail specifications,
- Bid response,
- Response check list,
- Customer references,
- Sworn statement,
- Non-collusion affidavit,
- Bid bond, acknowledgment,
- Coverage map,
- Phone specification,

I look forward to working with The City of Milwaukee and please call me at 4143908478 you have any questions.

Sincerely Yours,

A handwritten signature in cursive script that reads "Paul Soref".

Paul Soref

ANSWERS TO DETAIL SPECIFICATIONS

1. **CELLULAR PHONES:** We will replace all of the 858+ 5% existing cellular phones with digital CDMA phones at no cost to the City. PrimeCo will not be responsible for any cellular phones that the City of Milwaukee currently has. PrimeCo will not assess any cancellation fee if a phone is removed from service and the monthly connect charge will cease when the City removes a phone from service. There also will be no activation fee at any time when phones are activated. If any of the phones are deactivated, they are to be returned to PrimeCo.
2. **AIR TIME:** PrimeCo phones are in full service 24 hours per day, seven days per week, 365 days per year. Our wireless system is fully operational well over 99% of the time. PrimeCo has one flat rate for all times of the day.
3. **SERVICE:** Service will be supplied in 48 hours or less on all equipment that we supply to the city. Paul Soref, Business Sales Manager for PrimeCo has twelve years experience in the cellular and wireless industry. He will have responsibility for maintaining, managing, and being the single point of contact for the City's account. There will be sales support people assisting Paul in supporting the City, who will deliver phones and facilitate the day to day maintenance of the account. Phones can be dropped off at PrimeCo for repair and a free loaner phone will be provided to the City. New and repaired equipment will be delivered to designated City offices. There will be no cost for repair estimates and battery reconditioning will not be an issue since lithium ion batteries have no memory effect. We also have a toll-free, 24 hour per day, seven day a week, customer care center to assist individuals with questions and problems.
4. **TRAINING:** PrimeCo will supply training for fifty trainers. An organized plan will be implemented to insure a smooth transition which includes scheduling, delivery, training and any other function to insure efficiency. Training will be available to anyone in the City during the term of the contract.
5. **BILLING:** PrimeCo's billing meets city requirements with the exception that outgoing calls one minute or less are classified as one minute and incoming calls less than one minute will not be billed to the City.
6. **DATA:** Because of the lack of industry standards, PrimeCo does not support data at this time. It will be an offering in the future.
7. **COVERAGE:** PrimeCo phones can be used anywhere within the City and County of Milwaukee. Most of the cities and connecting roads in the southeastern part of the State have PrimeCo digital coverage, Enclosed are coverage maps showing the PrimeCo coverage area.

The City's existing telephone numbers will have to be changed. All City phones will have the same central office exchange. PrimeCo has just come out with a new central office exchange and will attempt to match the last four digits of your existing cellular or landline numbers. PrimeCo will also be willing to develop a directory that cross references the old cellular number with the new PrimeCo number for the City to utilize as it sees fit.

8. EQUIPMENT.

BASIC PACKAGE: PrimeCo will provide Dual band Sony B3200 Digital PCS telephones. This package to be used to replace the City's existing phones.. The new phone package will include a new Sony dual mode digital phone, cigarette lighter adapter, standard battery, extended capacity battery and a leather case. The batteries are lithium ion. Desk to chargers are included.

HIGHER END PACKAGE: We presently have one dual mode phone as described in the lower end package. The phone does not vibrate.

VEHICLE PACKAGE: The vehicle package as stated in the bid is \$399.00 installed.

REPLACEMENT PARTS

Standard Battery	\$49.00
Slim Battery	\$60.00
Chargers, all three types	\$49.00
Cigarette Lighter Adapter	\$29.00 This item also charges the phone.
Leather Case	\$19.99

Our network is designed to provide high quality service with our phones within the vehicle at a power output of .2 watts without the need for additional power.

9. FEATURES. The following features are included free of charge per the bid specifications:

- Call Forwarding and Call Waiting
- Three way or Group Calling
- Voice Mail
- Service Restrictions
- Toll Free Calling Statewide and Chicagoland
- Long Distance Capability

- 10 ASSIGNMENT. In the event a partner owning an interest in PrimeCo assigns its interest in PrimeCo to a person or entity not a partner, PrimeCo will obtain the written approval of the Commissioner of Public Works to the assignment of the Contract.

In addition to the features that you requested free of charge, we will also include these additional features free of charge.

Call Security

The security of the calls on a PrimeCo digital phone will help to protect City employees (including Police and Fire personnel and sensitive information) as they conduct day to day business including emergency situations and other assignments, that may put the employee at risk. Analog phones currently in use by the City can be scanned and conversations listened to by individuals purchasing scanning equipment interested in jeopardizing the safety of City employees.

Digital Quality

The call quality and clarity of the calls made and received on a PrimeCo digital phone will help to ensure that the proper information is received. This will help to prevent and reduce the miscommunication of information, and help to increase the on the job effectiveness of City employees.

No roaming charges will be incurred when City employees are traveling within any PrimeCo digital area in Wisconsin or any other PrimeCo market in the United States. This will further reduce the costs to the City for using PrimeCo phones.

Cost Management

Through the use of Check Billing, Balance Limit and Usage Alert City employees will be able to make the best possible use of their PrimeCo phones and enable the City to better manage costs.

Check Billing which allows City users to check the current balance by making a free call into our billing department and providing the user a simple way to monitor usage.

Usage Alert is where PrimeCo sends the user a text message when the user reaches eighty percent of a monthly usage limit selected by a user. This can further save the city money.

Caller ID which allows the user to see who is calling before answering the phone, thus saving the City money when calls don't have to be answered.

This feature also displays the number on call waiting, and enables the user to determine whether or not to interrupt an ongoing call.

Voice Mail Notification is a feature where a small envelope appears on the screen of the phone to notify the user that he has a voice mail or text message. By just taking a look at the phone, the user will know if someone has called, saving money by reducing unnecessary calls to check messages..

First Inbound Minute Free which can save the City up to twenty percent on its phone bill by keeping inbound calls under one minute.

Additional Features Available For Free Trial

Roadside Assistance, which will offer a City employee help should a car become disabled will also be offered free of charge for three months. This service follows the phone so that no matter what car the employee is in, if there is a problem with the car, we will help get it going again. The cost of roadside assistance after three months is \$4.95 per month per phone.

Text Messaging which allows the City to send alphanumeric messages to any PrimeCo phone in the digital area. This messaging system will enable the City to send text messages to their PrimeCo users which will increase and improve on the job efficiencies. The cost is \$8.99 per phone per month.

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

**DIGITAL
CELLULAR TELEPHONE SERVICE CARRIER**

JUNE 30, 1999

OFFICIAL NOTICE NO. 36

\$10.00 PER COPY

**DIGITAL CELLULAR TELEPHONE
SERVICE CONTRACT
THE CITY OF MILWAUKEE**

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OFFICIAL NOTICE NO. 36
NOTICE TO CONTRACTORS

Sealed bids will be received at this office until July 27, 1999 at 10:30 a.m., at which time bids will be publicly opened and read, for furnishing all the equipment, technicians and everything necessary for supplying digital cellular telephone carrier service and dual function digital/analog portable cellular telephones and training for the City of Milwaukee.

Official Bid Form, specifications, and proposed form of contract are on file in the Office of the Department of Public Works, Room 507, Municipal Building, 841 North Broadway, Milwaukee, WI 53202. All documents described herein must accompany the bid.

Bid Security Required: Bid Bond, certified check or cashier's check in the amount of \$10,000 shall accompany bid.

Corporate surety is required on bid bonds, performance, and payment bonds. All applicable charter and statutory provisions and ordinances are imported into contracts.

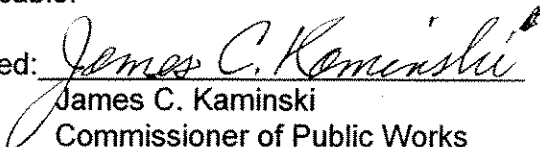
Contractor must comply with all provisions of the City of Milwaukee General Official Notice to Contractors.

Official Bid Form, and specifications will be furnished to prospective bidders upon payment of a \$10.00 non-refundable deposit in Room 507, Municipal Building, 841 North Broadway, Milwaukee, WI 53202. A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail.

The Commissioner of Public Works reserves the right to reject any or all bids and accept only such bids as in the best interest of the City of Milwaukee.

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the bid form, specifications, or other proposed contract documents, that person may submit to the Commissioner of Public Works a written request for an interpretation thereof and not later than July 22, 1999 until 4:45 p.m. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the City. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

The Contractor shall specifically note the DBE, Residency and Apprenticeship forms for this project. If the forms are not filled out properly, it will be cause for rejection of the Bid. Due to the unique requirements of this job, the DBE Requirement for this project is 0%. The Residency Requirement for this project is 0%, and the Apprenticeship Requirement is not applicable.

Signed: 
James C. Kaminski
Commissioner of Public Works

SPECIAL INSTRUCTIONS TO BIDDERS

The bidder shall become acquainted with the specifications in order that all terms and conditions can be met.

ITEMS TO BE SUBMITTED WITH BID:

Please see page 22 -- Bid Response Check Lists.

It shall be understood that all provisions of the specifications shall be strictly adhered to.

All insurance and performance bond requirements shall be satisfied and a contract executed by the contractor and bonding company within ten (10) days after notice of award has been given (unless an extension is granted by the Commissioner of Public Works) in order that the services specified may be provided effective September 1, 1999.

INSTRUCTIONS TO BIDDERS

- I. BIDS. Each bid shall be legibly written, typed or printed on the forms provided. No alterations in the printed forms shall be permitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

- II. BID SUBMISSION. Each bid shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words "Cellular Telephone Service Carrier", and filed by 10:30 a.m. on July 27, 1999, with the Commissioner of Public Works, Room 507, Municipal Building, 841 North Broadway, Milwaukee, WI 53202. Only one (1) copy of the bid and all the associated items with the bid need be submitted to the City of Milwaukee by the bid deadline.

- III. BID GUARANTEE. Each bid shall be accompanied by a bid bond, certified check or cashier's check in the amount of \$10,000. The bid guarantee shall be made payable without condition to the City of Milwaukee, WI, hereinafter referred to as the City. The bid guarantee may be retained by and shall be forfeited to the City if the bid is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties and insurance, within ten (10) days after such award is made by the City.

- IV. RELEASE OF BID GUARANTEE. The release of the bid guarantee of the successful bidder shall be retained until the bidder has executed the agreement and furnished the required contract security, whereupon it will be returned. The bid guarantee of all except the lowest bidder shall be returned after contract is signed and completed.
- V. WITHDRAWAL OF BID. A bidder may withdraw the bid any time prior to the scheduled bid opening by a written request signed in the same manner and by the same person who submitted the bid. The bid will then be returned unopened and said bidder may not bid on the project unless it is readvertised.
- VI. CONTRACT TERM. The "Basic term" of the contract shall begin on September 1, 1999 and end on August 31, 2001. The contract may be extended for up to three (3) additional one-year "Option terms" subject to agreement by the parties and annual performance bond renewal. The Contract Base Bid price for September 1, 1999 through August 31, 2001 must be listed on the Official Bid Form. The Contractor must request to extend the term of this Contract for an Option Term. The Contractor shall give written notice to the Commissioner of Public Works. In the case of the First Option Term, no later than sixty (60) days, prior to the expiration of the Basic Term, or in the case of the fourth, or fifth years, no later than sixty (60) days, prior to the expiration of the previous Option Term. The City shall thereafter notify the contractor in writing, within thirty (30) business days after its receipt of the written request for extension, of its acceptance or rejection of the request for an Option Term.
- VII. ACCEPTANCE AND REJECTION OF BIDS. The contract will be awarded by the Commissioner of Public Works to the lowest responsive and responsible bidder.
- VIII. SIGNATURE OF BIDDERS. Each bidder shall sign the bid by using usual signature and giving the company's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other persons authorized to bind the corporation. Signatures on bid forms must be notarized.
- IX. INTERPRETATION OF CONTRACT DOCUMENTS. If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the bid form, specifications, or other proposed contract documents, that person may submit to the Commissioner of Public Works a written request for an interpretation thereof and not later than July 22, 1999 until 4:45 p.m.

The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the City. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

X. LEGAL REQUIREMENTS. All bids shall be based upon compliance with all existing state and federal laws, city ordinances, and rules and regulations of state and federal regulatory agencies. Future amendments to laws, ordinances, or regulations shall not serve as justification for termination of the contract.

XI. PERFORMANCE/PAYMENT BOND. The bidder to whom a contract is awarded will be required to furnish an annual performance bond and payment bond to the City in the total amount of the Contractor's base bid for the life of the contract and for any renewal contracts.

The bonds shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the City.

Accompanying the bonds shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

XII. NO MINIMUM GUARANTEE. The City offers no minimum guarantee of the amount of business or the frequency of demand for the Contractor's service. Nothing in these specifications shall be construed to be otherwise, and no claims for additional compensation shall be considered. Services which are ordered to be paid by the City shall be contingent upon appropriation of funds by the Common Council for this purpose.

XIII. CONTRACT DOCUMENTS. It is understood and agreed that the Official Notice and Notice for Bids, Instructions to Bidders, Bid, Contract Agreement, Performance Bond, Specifications, Addenda and subsequent change orders issued by the City are each incorporated into this contract, and the work shall be done in accordance therewith.

XIV. INCURRING COSTS.

A. The City shall not be liable for any costs incurred by bidders in preparing, submitting or presenting bids, or in satisfying any demonstration or other requirements.

- B. The City shall not reimburse any costs incurred by bidders in anticipation of being awarded the contract.
- C. Prices stated shall include all the equipment, technicians and everything necessary for supplying digital cellular telephone carrier service and dual function digital/analog portable cellular telephones and training for the City of Milwaukee municipal government.
- XV. TERMINOLOGY. Terms used in this bid document are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way.
- XVI. PRIOR INFORMATION. Any information released orally or in writing prior to the issuance of this bid document shall be deemed preliminary and non-binding upon the City or the bidder.
- XVII. EXECUTION OF CONTRACT. Upon the acceptance of a bid the Commissioner of Public Works shall award a contract to the low responsive and responsible bidder. In the event the successful bidder fails, neglects, or refuses to execute said contract within ten (10) days after the mailing of said final contract to the Bidder, the Commissioner of Public Works may at its option terminate and cancel the award of said contract and the City may reconsider other bids or solicit new bids. No contract between the City and the successful Bidder whose bid is accepted shall exist until the written contract is executed. The City will not execute the contract until a proper insurance certificate and bonds required by the contract have been delivered to the City in acceptable form.
- XVIII. GENERAL CONTRACTUAL CONDITIONS. The Bid document does not commit the Commissioner of Public Works to award a contract to any Bidder. The Commissioner of Public Works reserves the right, within his sole discretion, to accept or reject any or all bids or parts thereof made in response to this Bid document; to waive any defects, informalities, and minor irregularities in the bids received; to negotiate with any qualified Bidder, or to cancel in part or in its entirety this Bid document if it is deemed to be in the best interests of the City to do so; and to act otherwise as the Commissioner of Public Works alone may deem to be in the City's best interests.
- XIX. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION. In compliance with this Bid document, the Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, sexual orientation, physical condition, developmental disability as defined in Wisconsin Statutes sec. 51.437(1), or national origin or ancestry. Bidder is required to include a similar provision in all subcontracts which shall include but not be limited to the following:

employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the City pertaining to the provisions of the non-discrimination clause (Wisconsin Statutes 16.765(1) and (2) and provisions of section 109-15 of the Milwaukee Code of Ordinances).

XX. DEFINITIONS. Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

- A. "Contract" or "contract documents" shall include the items enumerated in Section XIII above.
- B. "City" shall mean the City of Milwaukee, acting through its Commissioner of Public Works and duly authorized agents. All notices, letters, and other communications directed to the City shall be addressed and delivered to the Commissioner of Public Works, Room 516, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.
- C. "City Attorney" shall mean the legal representative of the City of Milwaukee who shall conduct all the law business of the corporation and of the departments thereof.
- D. "Commissioner" shall mean the Commissioner of Public Works or duly authorized representative of the City of Milwaukee.
- E. "Common Council" shall mean the officially elected representatives from each of the seventeen (17) aldermanic districts representing the City of Milwaukee.
- F. "Comptroller" shall mean the City official elected to prescribe, examine and investigate methods of accounting for all the departments, commissions and boards of the City and to provide as nearly as may be, a uniform system of accounting for such departments.
- G. "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement or their duly authorized representatives.
- H. "Date of Contract", or equivalent words, shall mean the effective date written on the Contract Agreement.

**DIGITAL CELLULAR TELEPHONE
SERVICE CARRIER
THE CITY OF MILWAUKEE
JUNE 24, 1999**

GENERAL SPECIFICATIONS

- A. **Description of the Contract:** The City will grant to the Contractor the contractual right, privilege and obligation to provide the equipment, technicians and everything necessary for supplying digital cellular telephone carrier service and dual function digital/analog portable cellular telephones and training for the City of Milwaukee.
- B. **Regulations of the City:** The rights and privileges granted to the Contractor hereunder shall at all times be subject to the reasonable rules and regulations of the City as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of the City's policies and procedures as the same may be amended from time to time.
- C. **Contracts with the United States, the State of Wisconsin, the County of Milwaukee and the City of Milwaukee:** This Contract shall be subject to all restrictions of record affecting the City and the use thereof, all Federal, State, County and City laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City, the County, the State and the United States of America, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the City properties, the execution of which may be required as a condition precedent to the expenditure of Federal, State, County or City funds for future development. All provisions hereof shall be subordinate to the right of the United States to occupy or use the City facilities, or any part thereof, during time of war or national emergency.
- D. **Assignment:** The Contractor shall not sell, assign or transfer this Contract or any of its rights and privileges hereunder or permit any such sale, assignment or transfer to occur by operation of law, or contract for the performance of any of the services to be provided by it hereunder, without the Commissioner of Public Works' prior written approval, which approval may be granted or withheld by the City in the exercise of its sole discretion. If the Contractor is a corporation, the issuance or the sale, transfer or other disposition of a sufficient number of shares of stock in the Contractor to result in a change in control of the Contractor shall be deemed an assignment of this Contract. If the Contractor is a partnership, a transfer of any interest in the partnership which results in a change in control of the Contractor shall be deemed an assignment of this Contract.

- E. Disclosure:** The Contractor shall disclose to the City the fact that any director, officer, partner (limited or general), stockholder, or employee of the Contractor is also employed by the State of Wisconsin, the County of Milwaukee or the City of Milwaukee, or any political subdivision of the said agencies.
- F. Events of Default:** Any one of the following events shall constitute an Event of Default hereunder:
1. The failure of the Contractor to provide any Contract Bond or renewal of a Contract Bond on or before the date on which the same is required hereunder;
 2. The failure of the Contractor to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by the Contractor, and continued failure to observe or perform any such covenant or agreement after a period of ten (10) days after receipt by the Contractor of the City's written demand; provided, however, that if, due to the nature of the default, the same cannot be remedied within said ten (10)-day period, then the City shall have the right to terminate this Contract if the Contractor shall have failed to start the remedying of the same within the said ten-day period or, having so commenced, shall fail thereafter to continue with diligence the remedying thereof;
 3. The repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by the Contractor (provided that notice of such failure shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure within the time provided for in such notice);
 4. The discovery by the City that any material statement of fact furnished to the City by the Contractor in connection with its bid for the privilege awarded hereunder is false or materially misleading.
- G. Remedies Upon Contractor's Default:** Upon the occurrence of any Event of Default, as defined above, the City, besides any other rights or remedies it may have, shall have the right to terminate this Contract forthwith and recover immediately from the Contractor all damages proximately caused by the Contractor's default, including without limitation court costs, reasonable expert's fees and reasonable attorneys' fees. No action by the City pursuant to this Article, however, shall be deemed to terminate this Contract unless written notice of termination is given by the City to the Contractor.

H. Other Provisions Regarding Default: No waiver of any covenant or condition or of the breach of any covenant or condition of this Contract shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance by the City of any sums from the Contractor at any time when the Contractor is in default under any covenant or condition hereof, be construed as a waiver of such default or of the City's rights to terminate this Contract on account of such default, nor shall any waiver or indulgence granted by the City to the Contractor be taken as an estoppel against the City, it being expressly understood that the City may at any time thereafter, if such default continues, terminate this Contract on account of such default in the manner hereinbefore provided.

I. Miscellaneous Provisions

1. **Non-Appropriation Clause:** Any contract awarded pursuant to this Bid shall be subject to the availability of an appropriation by the City of Milwaukee in each fiscal year.
2. **Contractor Status:** The Contractor is an independent contractor and shall have no authority, express or implied, to act for or bind the City by virtue of anything contained in this Contract. Nothing contained within the Contract shall be deemed or construed by the City or the Contractor or by any third party to create the relationship of a partnership or a joint venture.
3. **Section Headings:** The section and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Contract.
4. **Binding Effect:** This Contract will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
5. **Severability:** If any covenant, condition or provision of this Contract is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.
6. **Performance:** The parties expressly agree that time is of the essence in the performance of this Contract and that the failure by the Contractor to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the City of any obligation to accept such performance.

7. **Notifications:** Any notices given under the provisions of this Contract shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

CITY OF MILWAUKEE
Commissioner of Public Works
841 North Broadway, Room 516
Milwaukee, Wisconsin 53202

CONTRACTOR
PLEASE FILL IN NAME,
ADDRESS ETC. ON
PAGE 22

8. **Entire Contract:** This Contract, together with the other documents included in this "Bid Package," constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether verbal or written, are merged herein. The Contractor hereby confirms that it has made its own investigation of all of the costs of doing business in relation to the City of Milwaukee telephone systems and that it is relying on its own business judgment concerning its prospects for conducting its business on a profitable basis, and that the City has not made any representations or warranties with respect to any such matters. The Contractor hereby affirms the completeness and accuracy of the information provided by the Contractor to the City in the bid form, and in all attachments thereto and enclosures therewith, submitted by the Contractor to the City in pursuit of this Contract.

INDEMNIFICATION AND INSURANCE

- A. **Indemnification:** In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents or employees for the failure, omission or neglect of the firm to which this contract is awarded to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence in whole or in part of the contractor, its officers, agents, or employees, the contractor shall indemnify and save harmless the City and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such negligent action. The City shall tender the defense of any claim or action at law or in equity to the contractor or contractor's insurer to defend such claim or action without cost or expense to the City or its officers, agents or employees. The contractor shall be

solely responsible for the conduct and performance of their services required under the terms and conditions of this Contract and for the results therefrom.

B. Insurance: The contractor shall secure and maintain throughout the duration of the Contract insurance of such types and in such amounts as may be necessary to protect itself and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be required to be acceptable to the City; but regardless of any City review, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times. Failure of the contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. Satisfactory certificates of insurance naming the City as additional insured shall be filed with the City prior to starting any work on the Contract. The certificates shall state that sixty (60) days written notice will be given to the City before any policy covered thereby is changed or canceled. Please note that some of the insurance rates listed are higher than Public Works' general specification insurance amounts.

1. **Worker's Compensation and Employer's Liability:** This insurance shall protect the contractor against all claims under applicable state worker's compensation laws. The contractor shall also be protected against claims for injury, disease, or death of employees which for any reason may not fall within the provisions of a workers compensation law. The liability limits shall not be less than the following:

Worker's compensation——Statutory

*** Employer's liability**

By accident	Each accident	\$100,000.
By disease	Each employee	\$100,000
By disease	Policy limit	\$500,000

2. **Comprehensive Automobile Liability:** This insurance shall be written in comprehensive form and shall protect the contractor and the City against all claims for injuries to members of the public and damage to property of others arising from the contractor's use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

* Bodily Injury/Property Damage	
Each Occurrence	\$500,000

3. General Liability: This insurance shall be written on a commercial general liability form which shall protect the contractor and the City for those sums the contractor becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage. The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily Injury/Property Damage	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Personal Injury Per Person/Aggregate	\$1,000,000

The insurance may also be written on the comprehensive general liability form (1973). Comprehensive general liability limits shall not be less than the following:

Bodily Injury	Occurrence	\$1,000,000
Property Damage	Occurrence	\$1,000,000
Personal Injury	Aggregate	\$1,000,000

4. Umbrella: This insurance shall be written to protect the contractor and the City against all claims in excess of the underlying general liability, automobile and workers' compensation coverage.

The umbrella limits shall not be less than the following:

Limit of Liability	Aggregate	\$5,000,000
--------------------	-----------	-------------

The City must be an additional insured under the umbrella.

The contractor and all subcontractors shall furnish the City, prior to any award of an agreement, certificates of insurance evidencing the required coverage.

Separate insurance certificates need not be furnished if the contractor and all subcontractors have previously filed with the City certificates which are currently in effect. No work shall be performed under this Contract by the contractor or its subcontractors after expiration or cancellation of their insurance.

INTRODUCTION

The City of Milwaukee, Department of Public Works is requesting bids for services from a digital cellular telephone carrier to include the replacement of all analog cellular telephones and accessories with dual mode digital/analog cellular phones and accessories. Total functionality will be possible for all units if enabled in the United States of America even though most units will be used locally. Some units will require roaming and long distance service. Others will be restricted to local service.

DETAIL SPECIFICATIONS

A. Vendor Qualifications: The low responsive and responsible bidder must be able to demonstrate to the Commissioner of Public Works that it has the equipment, licenses, staff and experience to supply digital cellular phone service and analog service in nondigital or remote areas to the City of Milwaukee. The following information should be used in determining if a bidder can meet the City of Milwaukee's requirements.

1. **Cellular Phones:** The City has approximately 858 Motorola analog cellular phones (Bid on 858 + 5% units) in its current inventory and expects to replace all units before the base term of the existing contract expires. The quantity of 858 units may vary depending on seasonal crew operations or special events. The inventory levels were for 1992-115, 1993-255, 1994-409, 1995-609, 1996-640, 1997-667, 1998-705, and estimated 1999-728 plus Police having an additional 130 units. The approximate breakdown of Motorola units are 200-PT500's, 165-PT550GOLD's, 120-PT550's, 8-Ultratac Lite's, 5-Ultratac Lite X L's and 230 Micro TAC 650's. The airtime usage for 1998 was approximately 1,442,000 or less minutes. The City reserves the right to purchase additional equipment, over the number in this bid, as in the best interests of the City. Contractor and Manufacturer agrees to honor all warranties in the City's digital cellular phone inventory supplied by the Contractor/Vendor. Contractor also agrees that no cancellation fee will be assessed the City if it chooses to remove any or all cellular phones from service. Monthly connect charge will cease when contractor is notified by City of a phone removal. There will be no activation fee for new cellular telephones added to the inventory. There will be no charge for "reserving" cellular numbers or holding them after a deactivation.

2. **Air Time:** The City requires that all digital cellular phones be able to call or be called 24 hours per day, seven days per week, 365 days per year. The carrier must be able to maintain 99% cellular system up time on an annual basis.

- Only 15% of calls were "off peak" in 1998.

- There were an estimated 78,540 calls under one minute.
 - All calls were 35% incoming and 65% outgoing.
 - Roaming is less than 4% of total minutes.
 - Long distance is about 3% of total minutes.
3. **Service:** The City requires that the carrier be able to supply equipment within 48 hours. Services required include: pickup and drop off at City location and free loaner provided if requested; ability to repair all phones in City's new all digital/analog cell phones as supplied; contractor is to deliver new and repaired equipment to designated City offices; Contractor employee who will serve as single point liaison on all City/Contractor related service issues; no cost repair estimates and battery check/reconditioning.
4. **Training:** Contractor agrees to supply initial training for 50 trainers, who will then train all designated City employees during contract execution on the benefits, costs and features of the cellular phone system. After initial training, the contractor will, as needed, furnish training.
5. **Billing:** Contractor must be able to bill directly, at a minimum, fifty (50) separate City agencies or accounts for cellular phone service as well as supply usage and management reports as required by the City.
- Monthly billing for the accounts will be summary format with numbers of local calls, minutes of use - peak and off peak (not a detailed report) and number of calls under one minute with four copies of the bill submitted to the City, unless directed otherwise.
 - The billing will show roaming charges and long distance information. . Equipment charges will be shown on the single monthly bill per account.
 - Any discounts, special programs or lower rates will be passed on to the City on the effective date of offering including V.A.L.U.E. Group, State or Federal contracts. All credits or rewards will be shown on the monthly statement.
 - The City of Milwaukee is tax exempt from any State and Local sales taxes per State Statute 77.54(9a) and Federal Excise tax pursuant to Certificate of Registry No. A-245518.
 - Gross receipts taxes, if applicable, will be paid by the vendor.
 - Any changes to the format or charge (billing) placement must be authorized in writing by the Commissioner of Public Works.

6. Data:

The City of Milwaukee will require all digital/analog cell phones to be set up to be modem capable and transparent to remote laptop, etc. dialing and use. Vendor will supply a minimum of 20 packages of software at no charge and instructions as needed. Also, show pricing for additional packages on the Bid Response.

Messaging software is also required. Please provide 20 packages at no charge and indicate pricing for additional packages on the Bid Response.

7. Coverage:

Service will be used primarily for the Milwaukee County area. Analog service is only intended for outside the Digital Milwaukee County area, roaming, or areas of poor digital reception. At the City's request any cellular phone can be allowed or disallowed long distance or roaming services. Vendor shall provide maps of digital and analog areas of coverage with the bid response.

- Quality-of-Service (QOS) for all areas of the County or beyond must be shown or demonstrated to the satisfaction of the City. Before the contract award, upon being notified, the bidder that has been selected for a "trial period" of 14 days, will supply 20 activated digital/analog dual function cellular phones on their digital/analog network. These units will be the same as will be supplied on the contract to the City. The units and network will be evaluated on a pass-fail basis. (If unsuccessful, the next lowest responsive bidder will be tested). After the contract award and signing, the contractor agrees to remedy any coverage problems to the City's satisfaction at the contractor's expense.
- The existing analog cellular telephone numbers shall be reused if possible. If the central office exchange must be changed, all City phones shall have the same central office exchange; except Police cell phones will have random number assignments. Please describe what plan (e.g., last four digits of existing City landline telephone numbers or existing last four digits of cellular number used) or what numbering would be otherwise followed.

8. Equipment:

- All phone equipment will be of the same brand.
- The basic "package" shall include: (Minimum Quantity 650)
Digital /analog dual function instrument with modem capability with desktop rapid charger, extra standard battery, leather case and automobile lighter power supply.
Note: Either all Nickel-Metal Hydride or all Lithium-Ion batteries.
(NOKIA 6161 or equal)

- The higher end "package" includes: (Minimum Quantity 150)
Same as above except compact instrument.
Note: Either all Nickel-Metal Hydride or all Lithium-Ion batteries (NOKIA 5160 or equal)
- The basic or higher end packages will have some (minimum quantity four low and four higher respectively) that will require the vibratory feature.
- The vehicle "package" will be same as above and include: (Minimum Quantity 4) Installation of console, dash or floor mount with hands-free or handset operation and an outside speaker option with a volume control installed as a complete package in City vehicles. External or through the glass antennas will be at the option of the City at no cost difference.
- Replacement or optional parts "package" consist of:
 - * Batteries: All optional batteries shall only be either Nickel-Metal Hydride or Lithium-Ion.
 - * Chargers: Overnight, Rapid, Travel and Lighter adapter.
 - * Automotive lighter power supply.
 - * Leather carrying case

9. Features

- All units (at no charge) will be able to have activated or deactivated:
 - * Caller I.D.
 - *Call Forwarding and Call Waiting
 - *Three-Way or Group Calling
 - *Voice Mail and indication of messages when unit is turned on
 - *Alphanumeric (paging) messaging from City dialup system
 - *Service Restrictability to local only
 - *Toll Free Calling (1-800 and 1-888 etc.)
 - *Long Distance Capability (as needed using available lower rate plans)

10. Fraud

Non-employee fraud costs will be entirely investigated by the vendor and appropriate action will be taken by the vendor to recover costs from the fraudulent user.

B. Bid Information: The Bidder shall supply with the bid:

1. All bid response check list items supplied.
2. A list of at least three (3) existing customers with contact names and telephone numbers that currently have similar systems or services by the Bidder. These systems shall be as close as possible in size, type, and configuration to the City of Milwaukee's. The City requires this information to ensure that the low bidder is responsible. The City may require additional information from the low bidder to satisfy the Commissioner of Public Works of the bidder's responsibility.

3. Year 2000 Compliance. The Contractor hereby represents and warrants that the software/firmware/equipment/system has been designed or modified and fully tested in such a manner that the software/firmware/equipment/system will not generate any invalid an/or invalid date-related results or cause any of the problems commonly referred to as "year 2000 problems" and will, without interruption or manual intervention continue to operate consistently, predictably and accurately and in accordance with all of the requirements of this agreement, including without limitation meeting all specifications and/or functionality and performance requirements, when used any year prior to, during or after the calendar year 2000.

C. **Bid Award:** Contract will be awarded to the lowest responsive and responsible bidder based on the following criteria:

- The contract will be awarded to the responsive and responsible bidder who has the lowest access and airtime cost total for the two years to the City of Milwaukee. The Contractor shall provide digital/analog dual function cellular phone service and all equipment to replace all of the existing City owned analog cellular equipment (phones and accessories) at no charge to the City.
- The Contractor will submit cellular telephone photos and specifications of instruments to be accepted/approved by the Commissioner of Public Works. The City reserves the right to reject the lowest bid in the event the instrument submittal and/or network are unacceptable as indicated in Coverage and Equipment on Page 18.

And the CONTRACTOR hereby guarantees and agrees to and with City that, in case the contractor shall fail to fully and completely perform this contract within the time herein limited for the performance thereof, they will pay to the City, as liquidated damages for such default, the sum of N/A (\$.00) dollars per day for each and every day's delay in completing this contract, after the expiration of time wherein limited for its completion.

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 race, religion, sex, sexual orientation, color, age, national origin, ancestry, handicap, physical condition, or developmental disability as defined in sec. 51.01 (5), Stats. The said provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay off or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of the non-discrimination clause.

It shall be the duty of the EQUAL RIGHTS COMMISSION to initiate or receive and investigate complaints charging violations; to make a prompt and full investigation of each such complaint; to attempt to eliminate any unlawful practice through conciliation and persuasion, and, should conciliation and persuasion fail, to request the City Attorney to commence proceedings in the appropriate Court in the name of the City.

This agreement constitutes the entire agreement between the parties relating to the subject matter contained herein. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in quadruplicate under their several seals, the day and year first above written, the name and corporate seals of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

PRIMECO PERSONAL COMMUNICATIONS

CONTRACTOR (Seal)

700 WEST VIRGINIA SUITE 300

MILWAUKEE, WI 53204

Business Address

CONTRACTOR WITNESSES

Pat Bondi

John Dooly

THIS CONTRACT WAS
DRAFTED BY THE OFFICE
OF THE CITY ATTORNEY

By D. Craig Pyer V.P./GM
Signature Title

By D. Craig Pyer
Printed

By Paul Soeff Salesman
Signature Title

By PAUL SOEFF
Printed

CITY OF MILWAUKEE

Countersigned 10-18-99 AK

Debra W. Paul
Comptroller

DEPUTY

By [Signature]
Commissioner of Public Works

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. C541990121

AUGUST 20, 1999
(Date)

PRIMECO PERSONAL COMMUNICATIONS

Fund Number	Reserve
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Assessable _____	\$ _____
Total _____	\$444,682.08 _____

With
THE CITY OF MILWAUKEE

For

CELLULAR TELEPHONE SERVICE

FOR FURNISHING ALL THE EQUIPMENT, TECHNICIANS AND EVERYTHING NECESSARY FOR SUPPLYING DIGITAL CELLULAR TELEPHONE CARRIER SERVICE AND DUAL FUNCTION DIGITAL/ANALOG PORTABLE CELLULAR TELEPHONES AND TRAINING FOR THE CITY OF MILWAUKEE

Examined and Approved as to form and
execution _____
(Date)

Assistant City Attorney

PERFORMANCE BOND

Bond No. U2596636

KNOW ALL MEN BY THESE PRESENTS: that

PrimeCo Personal Communications, L.P.

(Name of Contractor)

700 West Virginia, Suite 300, Milwaukee, WI 53204

(Address of Contractor)

a Limited Partnership, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and United Pacific Insurance Company

(Name of Surety)

580 California Street, San Francisco, CA 94104

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Milwaukee

(Name of Owner)

Commissioner of Public Works, 841 North Broadway, Milwaukee, Wisconsin 53202

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Twenty Two Thousand Three Hundred
Forty One and 04/100ths ----- Dollars, \$ (222,341.04)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 20th day of August 1999, a copy of which is hereto attached and made a part hereof for the construction of:

Digital Cellular Telephone Service, Contract #C514990121

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 31st day of August, 1999.

PrimeCo Personal Communications, L.P.(SEAL)
Principal

Witnesses
John Brully
Pat Bonds

By D. Craig Lewis 9/1/99
VP/GENERAL MANAGER - MIDWEST REGION
Title



700 West Virginia, Ste. 300, Milwaukee, WI 53204
Address

United Pacific Insurance Company
Surety

580 California St., San Francisco, CA 94104
Surety - Contract MAILING Address

Surety Witnesses

By Helen A. Weires
Attorney-in-Fact or Agent
Helen A. Weires

(SEAL OF SURETY)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Performance Bond)

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

_____, being first duly sworn,
on oath deposes and says that he/she is _____
(attorney-in-fact)

_____ of _____
(or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract,
executed by _____

(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

(Signature)

Subscribed and sworn to before me this
_____ day of _____, 19____.

Notary Public, Milwaukee Co. Wisconsin

My commission expires _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }
COUNTY OF SAN FRANCISCO }

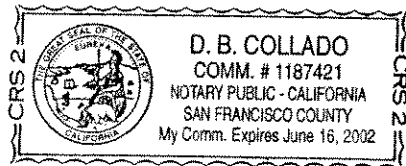
On August 31, 1999 before me, D. B. COLLADO, NOTARY PUBLIC
Date *Name, Title of Officer, Notary Public*

personally appeared HELEN A. WEIRES, Attorney-In-Fact
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the bases of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~s~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

D. B. Collado
Signature of Notary



RELiance SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELiance INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Helen A. Weires, Katsuko Takata, Bradley N. Wright, John T. Lettieri, Dawn Shanley, Carol B. Henry, of San Francisco, California their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

Resolved that the signatures of such directors and officers and the seal of the Company may be affixed in any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this June 21, 1999.

RELiance SURETY COMPANY
RELiance INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

Mark W. Alsup



STATE OF Washington }
COUNTY OF King } ss

On this, June 21, 1999, before me, Laura L. Santos, personally appeared Mark W. Alsup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

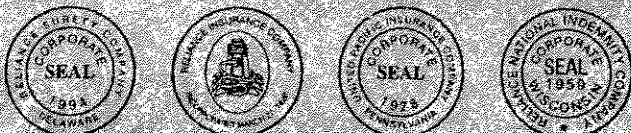
In witness whereof, I hereunto set my hand and official seal.

Notary Public
State of Washington
Laura L. Santos
My Appointment Expires 03-05-01

Laura L. Santos
Notary Public in and for the State of Washington
Residing at Puyallup

I, Robyn Layng, Assistance Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of August year of 1999



Robyn Layng
Assistance Secretary

PAYMENT BOND

Bond No. U2596636

KNOW ALL MEN BY THESE PRESENTS: that

PrimeCo Personal Communications, L.P.

(Name of Contractor)

700 West Virginia, Suite 300, Milwaukee, WI 53204

(Address of Contractor)

a Limited Partnership, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and United Pacific Insurance Company
(Name of Surety)

580 California Street, San Francisco, CA 94104

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Milwaukee

(Name of Owner)

Commissioner of Public Works, 841 North Broadway, Milwaukee, Wisconsin 53202

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Twenty Two Thousand Three Hundred

Forty One and 04/100ths ----- Dollars, \$ (222,341.04)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 20th day of August 1999, a copy of which is hereto attached and made a part hereof for the construction of:

Digital Cellular Telephone Service, Contract #C514990121

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 31st day of August, 1999.

PrimeCo Personal Communications, L.P. (SEAL)
Principal

Witnesses
John Brully
Pat Bondi

By D. Gray Lerner 9/1/99
VP/GENERAL MANAGER - MIDWEST REGION
Title



700 West Virginia, Ste. 300, Milwaukee, WI 53204
Address

United Pacific Insurance Company
Surety

580 California St., San Francisco, CA 94104
Surety - Contract MAILING Address

Surety Witnesses

By Helen A. Weires
Attorney-in-Fact or Agent
Helen A. Weires

(SEAL OF SURETY)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Payment Bond)

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

_____, being first duly sworn,
on oath deposes and says that he/she is _____
(attorney-in-fact

_____ of _____
or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract,
executed by _____

(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

(Signature)

Subscribed and sworn to before me this
_____ day of _____, 19_____.

Notary Public, Milwaukee Co. Wisconsin

My commission expires _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }
COUNTY OF SAN FRANCISCO }

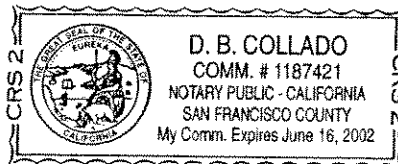
On August 31, 1999 before me, D. B. COLLADO, NOTARY PUBLIC
Date Name, Title of Officer, Notary Public

personally appeared HELEN A. WEIRES, Attorney-In-Fact
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the bases of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

D. B. Collado
Signature of Notary



RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Helen A. Weires, Katsuko Takata, Bradley N. Wright, John T. Lettieri, Dawn Shanley, Carol B. Henry, of San Francisco, California their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statements of the Company and to copies of the By-Laws of the Company or any article or section thereof.

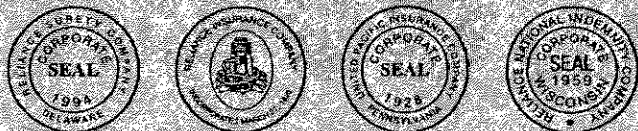
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this June 21, 1999.

RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

Mark W. Aisup



STATE OF Washington)
COUNTY OF King) ss.

On this, June 21, 1999, before me, Laura L. Santos, personally appeared Mark W. Aisup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

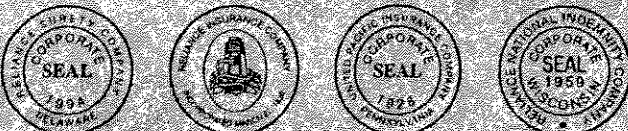
In witness whereof, I hereunto set my hand and official seal.

Notary Public
State of Washington
Laura L. Santos
My Appointment Expires 03-05-01

Laura L. Santos
Notary Public in and for the State of Washington
Residing at Puyallup

I, Robyn Layng, Assistance Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of August year of 1999



Robyn Layng
Assistance Secretary