

**CHICAGO O'HARE INTERNATIONAL AIRPORT
CHICAGO MIDWAY INTERNATIONAL AIRPORT
REQUEST FOR PROPOSAL
FOR WIRELESS HIGH FIDELITY (WI-FI) SYSTEM LICENSE
ADDENDUM
OCTOBER 22, 2003**

Issued by:

CITY OF CHICAGO
(The Department of Aviation)

This addendum to the Wi-Fi RFP (published 9/26/03) contains the following:

- I. Change** to deadline specified in original RFP
- II. Information** concerning airport tours and drawings for Respondents
- III. Clarification**
- IV. Questions and Answers** raised during and after the October 15 Pre-Submittal Conference.

An **Attachment** provides insurance requirements associated with this RFP

- I. Changes.** The **DUE DATE** for the submission of Respondent's information is **EXTENDED to November 14, 2003.**
- II. Information.**
 - 1. WALK THROUGH INSPECTIONS** for Respondents, of Airport Terminals, are scheduled for 1pm, November 4th and 5th, at O'Hare and Midway Airports, respectively. These tours will be general in nature, and provide an overview of the terminal areas; technical details will not be revealed or discussed. Due to security considerations, the following restrictions and considerations apply:
 - Only one representative, per Respondent company, may participate in each of these tours.
 - A maximum of 20 participants, per tour, can be accommodated, on a first come (scheduled), first-served basis.
 - Respondent participation must be scheduled in advance. Respondent companies which wish to participate must

provide the following information, to the contact shown below, by close of business (4:30 pm, CST), October 31, 2003:

- a.** Company name
- b.** Name/title of participating representative
- c.** Representative's social security number
- d.** Representative's phone, fax and e-mail
- e.** Tours (O'Hare, Midway) desired.

Respondent companies, which wish to participate, should provide this information, via e-mail or fax, to:

Rich Evans

revans@cityofchicago.org

773-894-7157 (phone)

773-894-7146 (fax)

- Any equipment (e.g. meters and measuring devices) carried on this tour is the sole responsibility of the Respondent company and/or its participating representative. Such equipment will be screened and inspected by TSA prior to passage through terminal checkpoints, and is subject to TSA restrictions concerning prohibited materials.

2. TERMINAL LAYOUT DRAWINGS, of O'Hare and Midway Airport Terminals are available in hard copy, for pickup, in the Terminal 2 Mezzanine of O'Hare International Airport. These scale drawings are general in nature, and provide the Respondent an overview of potential coverage areas. A maximum of one set of drawings, per Respondent company, may be picked up.

- Further dissemination of these drawings is NOT AUTHORIZED
- A representative of the Respondent must sign a NON-DISCLOSURE AGREEMENT, for these drawings, at the time they are picked up.
- Drawings must be returned to the Department, on the revised Submittal Due Date of November 14, 2003.

III. Clarification

1. FREE ACCESS refers to the ability of the general public to access, at no charge, via the Wi-Fi system considered in this RFP, The Wireless Internet Service **Provider** of their choice (i.e. with whom that user has established an account beforehand), AND Web sites established by the City of Chicago/Department of Aviation (e.g. www.ohare.com, www.midwayairport.org, www.chicagoairports.com,

and www.flyohare.com), and links posted thereon, for the purpose of providing and promoting Airport and City services, concessions and amenities, in support of the traveling public. It also refers to the ability of the Department to freely use, at no charge, the Wi-Fi system discussed in this RFP to support airport security, concessions, and other systems to support a variety of airport operations. Free **Internet** access, for the general public and/or airport employees, is not specifically requested, or ruled out, by this RFP. How such Free Access, to providers of choice, is achieved and provided (e.g. free internet access, roaming agreements), and to what extent, is entirely up to the Respondent, and will be evaluated in terms of the stated goals of the RFP.

IV. Questions and Answers

1. Q: Can we have a “walk-through?” Drawings?
A: See “Information” (section II) above.
2. Q: Is a bill of materials available?
A: No. This would be unique to each proposal, and developed (if/as required) by each Respondent.
3. Q: Clarify “Free Access.” Will users be charged?
A: See “Clarification” (section III) above
4. Q: Clarify DBE Policy
A: Department policy is as described in the RFP and its attachments. A minimum certified 30% DBE participation in the proposed venture is required, and this participation must be fully documented as described in the RFP. If your company is not currently DBE certified, it should take steps to do so immediately, as proper documentation to this effect (i.e. that the required paperwork to start the certification process has been submitted) must be produced upon submittal of the RFP. The Department (Concessions) will provide advice and assistance to Respondents in explaining DBE requirements, and will work with the assigned case worker once all required DBE paperwork has been properly submitted. All required DBE certification paperwork must be properly submitted, and in process with the Department of Purchasing, by the deadline for submission of proposals.
Reminder: DBE Certification must be complete or properly initiated (as described above) and **EDS must be complete and correct** (as described in RFP attachments) **BY SUBMISSION DEADLINE** for a proposal to be considered.

5. Q: What is the layout of the Airport infrastructure (e.g. cable, fiber, electrical)? Will the Department consider upgrading this infrastructure to support installation of the selected Wi-Fi proposal?
A: See “Information” (section 2). Airport-provided infrastructure upgrades (e.g. additional cable and fiber) can be negotiated with the selected Respondent, but the Respondent should assume no Airport-provided infrastructure in preparing its Proposal.
- 6 Q: Who is responsible for addressing any asbestos encountered?
A: The Department has existing contracts for removal of asbestos, which will be utilized if/as asbestos is encountered in the course of installation.
7. Q: Are any Wi-Fi systems currently installed at the Airports?
A: Yes. At least 3 airline VIP Rooms have club room contracts with T-Mobile for Wi-Fi service in these rooms only. Additionally the Airport, and some airlines, have small Wi-Fi systems applied to specific uses (e.g. baggage handling, extension of LAN capabilities) in specific areas. Respondents should consider the possibility of interference, and have a general approach/plan of action for dealing with signal/data interference in their Proposals.
8. Q: What about signage and advertising?
A: Directional Airport signage, advising passengers of access point (“hot spot”) availability, will be provided at no cost. Virtual advertising, on the publicly available “splash” page, and other design/aesthetic characteristics must be approved by the Department, as described in the RFP. Revenues from third party advertising would be subject to a concession fee.
9. Q: Clarify your permit process and requirements.
A: All electrical and construction work in Chicago’s Airports must be permitted and performed in accordance with City of Chicago Building, Fire, Safety, and Electrical Codes. Detailed information on these requirements, procedures for obtaining necessary permits, and points of contact for addressing specific related issues, are available on the City of Chicago web site: www.cityofchicago.org. Airport construction/installation additionally requires further review and approval through the Department “Notice to User” process. The selected Respondent will be briefed on this

process, and other Department-specific requirements, in detail, shortly after selection.

10. Q: Is the required Wi-Fi deployment 802.11b only?
A: No. Any protocol or combination is acceptable, provided goals described in the RFP are met.
11. Q: Can “Free Access” and Airport promotion initiative support requirements be met with “walled gardens?”
A: Yes. Assuming that “walled garden” refers to wireless access to specific sites/features (e.g. City web sites), rather than the Internet, per se; and provided that said “walled garden(s)” provide the free (i.e. unlimited at no cost) access for Airport users to Airport websites and associated links discussed in the RFP. It is up to the Respondent to determine the method by which such access is best provided. See comments on Free Access in Clarification (section III).
12. Q: Can you provide detailed information on expansion plans, including drawings?
A: Detailed drawings are not releasable, prior to contract award, and are subject to change as expansion planning continues. General drawings (terminal floor plans) are available (see “Information” section II) at this time, and detailed (CAD) drawings will be made available to the selected Respondent. Airport Wi-Fi requirements, like all Airport requirements, are fluid and dynamic. Chicago’s Airports will continue to grow. The RFP accordingly requires the Respondent to be capable of significant flexibility and growth to meet Department requirements throughout the term of the contract
13. Q: Will the City allow the selected Respondent to conduct a site survey prior to contract execution? Will access to existing dark fiber, cable trays, communications closets, etc. be allowed?
A: Yes. Upon selection, the Respondent will (upon its completion of required employee screening and ID Badging procedures described in the RFP and at www.ohare.com/badging) be provided access to detailed (CAD) architectural and engineering drawings, and to all infrastructure needed to complete the selected Proposal.
14. Q: Please supply the required insurance levels.
A: These will vary, depending on whether the proposed system extends to the Aircraft Operations Area (AOA). AOA access

requirements impose significantly higher coverage levels.
Required levels are described in Attachment A.

ATTACHMENT A
CONTRACT INSURANCE
REQUIREMENTS
CITY OF CHICAGO
DEPARTMENT OF AVIATION
WI-FI SYSTEM LEASE RFP

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside, with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 for access to airside and \$2,000,000 for landside, per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside, with the same terms herein.

4) Professional Liability/EDP

When any architects, engineers, EDP professionals or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Valuable Papers

When any plans, designs, drawings, specifications, reports, media, data and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) All Risk Property/Installation

When Contractor performs any repair or replacement of the equipment, the Contractor must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of the Contract including any City parts or equipment while at another service location of Contractor and until all replacement equipment is installed and accepted by the City. The City of Chicago is to be named as additional insured and loss payee

The Contractor is responsible for any loss or damage to City parts, equipment or accessories at full replacement cost incurred during the term of this Contract while being repaired or serviced by the Contractor.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.