



Wireless Marketing Plan
Executive Summary

Lead Agency: City of Sacramento

Solicitation: RFQ # Q16071011005

RFQ Issued: February 22, 2016

Pre-Proposal Date: N/A

Response Due Date: March 25, 2016

Proposals Received: 3

Awarded to: 5 Bars, LLC # 2016-0801

The City of Sacramento, CA issued RFQ # Q16071011005 for Wireless Marketing Plan on February 22, 2016, to establish a contract to provide wireless consulting, management and development services related to the use of CITY assets for the purpose of planning and implementing a marketing plan for Wireless Telecommunications Facilities.

Notice of the solicitation was advertised publicly on PlanetBids and sent to the following offerors:

- AT&T
- Taborada Solutions, Inc.
- Prime Vendor, Inc.
- National Support
- AT&T Mobility Services
- Datalink Corporation
- Oniva
- CJIS Group, LLC
- sevenoutsource
- Taber Creative Group
- Placer County Builders Exchange
- Civic Resource Group, LLX
- Siemens Industry, Inc.
- Anixter
- eRepublic
- Sacramento-Valley
- 5 Bars
- Global Convergence Inc.
- Search
- Hayashi Technology Solutions, Inc.
- Thomas/Ferrous, Inc.
- Aprisa Technology, LLC
- The Community College Foundation
- NetXperts, Inc.
- Digital View
- MSA Systems Inc.
- VarData
- Golden Star Technology
- Apex Technology Management, Inc.
- Crown Castle USA, Inc.

On Wednesday, March 25, 2016 proposals were received from AT&T, Crown Castle and 5 Bars. Based on the submittals, Crown Castle and 5 Bars were invited to give presentations. 5 Bars was chosen as the best fit for the City of Sacramento. Using the evaluation criteria established in the RFQ, the committee elected to recommend award to 5 Bars, LLC. The vendor submitted comparable proposals with comparably competitive pricing and product ranges.

On Tuesday, June 28, 2016, the City issued City Agreement 2016-0801 with 5 Bars for Wireless Marketing Services.

National Cooperative language was included the contract, General Provisions, (c) and it states:

“Cooperative Purchasing. CITY acknowledges and agrees that it has followed all applicable purchasing and procurement procedures in entering into this Agreement, and that 5 BARS shall have the right and ability to offer this Agreement as a template for cooperative or piggybacking purchasing agreements with other public agencies which, to the extent allowed by California or applicable State law and the ordinances and regulations of those other public agencies, may serve as

a basis to forego competitive procurement processes for such future agreement(s). As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county; county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies. In furtherance of the foregoing, 5 BARS agrees other public agencies may purchase additional items on the same terms as are set forth in this Agreement. To the extent 5 BARS enters into such subsequent agreement(s), this Agreement shall be construed to contain an express "Assignment" clause that provides for the assignment of all or part of the specified deliverables and/or provided, however, that CITY shall not be a signatory, obligee, beneficiary, or third party beneficiary under such future agreements with other public agencies. 5 BARS shall remit monthly to CITY a 2% revenue share of all gross revenues received from subsequent agreements executed with public agencies who benefit from this Agreement."

On Tuesday, September 13, 2016, City Council Passed Motion No. 2016-0281 that allows other government agencies and educational institutions the ability to utilize City Agreement 2016-0801 (through National IPA) for Wireless Marketing Services.

Term: Initial five (5) year agreement effective June 28, 2016 through June 27, 2021 with four (4) five year renewals subject to the written mutual consent of the PARTIES. The full potential term of the agreement is twenty- five (25) years. (Agreement Term)