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**WI-FI INTERNET ACCESS  
MANAGEMENT SERVICES  
AGREEMENT**

**Between**

**ICOA, INC.**

**and**

**THE CITY OF LONG BEACH**

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**WI-FI INTERNET ACCESS MANAGEMENT SERVICES AGREEMENT**

**Between**

**ICOA, INC.**

**and**

**THE CITY OF LONG BEACH**

**THIS AGREEMENT**, entered into this 11<sup>th</sup> day of April, 200~~5~~<sup>6</sup>, (the “Effective Date”) pursuant to a minute order adopted by the Long Beach City Council dated June 14, 2005, by and between the **City of Long Beach**, a municipal corporation (“City”) and **ICOA, INC.**, a Nevada corporation, dba iDOCKUSA authorized to do business in the State of California, whose business address is 111 Airport Road, Warwick, RI 02889 (“Provider”, and, together, the “Parties”).

**WITNESSETH:**

**WHEREAS**, City operates marinas located in the City of Long Beach, State of California, which are hereinafter called “Marinas”; and,

**WHEREAS**, for commercial business purposes incidental to the Marinas, City desires to have “Wireless Local Area Network” (WLAN) services offered within the Marinas for the purpose of providing high-speed wireless Internet access to the public (public users), patrons of the Marinas, the Marina facilities and management, and to other tenants and commercial users of the Marinas (private users); and

**WHEREAS**, Provider desires to design, install, manage, and operate the public and private Wireless Internet Service for the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree, each for itself and its successors and assigns, as follows:

1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for three (3) years from the Launch Date. The Launch Date shall be the date on which

1 Provider begins offering service to the public and shall be agreed upon in writing by the Parties. The  
2 Effective Date shall be the date this Agreement has been signed by both Parties and Provider's  
3 evidence of insurance has been delivered to and approved by City.

4 2. Uses and Rights

5 Provider shall have:

6 A. An exclusive agreement with City to manage and operate WLAN's in  
7 Marinas owned and operated by the City, as specified in Exhibit A. For purposes of this provision,  
8 a "WLAN" means a radio system for connecting computers and communication devices to each  
9 other and the Internet, using equipment consistent with IEEE 802 standards or authorized under 47  
10 CFR Part 15.

11 B. The right to request the installation and prominent placement of appropriate  
12 signage in the Marinas, the purpose of which is to promote the availability of the service to the  
13 public and Marinas' patrons, provided that all such design, installation and operation shall have the  
14 prior written approval of the City; such approvals shall be at the sole discretion of City Manager or  
15 designee.

16 C. The right to ingress and egress over Marina roadways, including common use  
17 roadways, driveways and public areas, subject to any rules or regulations which may have been  
18 established or shall be established by the City. Such rights of ingress and egress shall apply to  
19 Provider's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

20 D. The right to obtain supplies or services from suppliers, vendors or contractors  
21 of its own choice, provided that all contracts entered into by Provider for providing labor services  
22 shall require that labor engaged at the Marinas work in harmony with other elements of labor  
23 employed or to be employed at the Marinas and that said labor comply with this Agreement and City  
24 and Marina rules and regulations.

25 3. Obligations of the Provider

26 A. Provider shall provide wireless high-speed Internet access using Provider-  
27 owned equipment as described in Paragraph 5.

28 B. Provider shall provide to public, private and wholesale customers said Internet

1 access via the WLAN on the plans and pricings as described in Exhibit B.

2 C. Provider shall install, operate, manage and maintain a WLAN at the Marinas,  
3 including authorizing Internet access for public, private and wholesale customers with the  
4 appropriate hardware and software ("Equipment") on the terms and fees as provided for in Exhibits  
5 B and C, enabling Internet communications for public, private and wholesale customers, and wireless  
6 connectivity/operations for the City and its Marina facilities. Such WLAN management and  
7 operation shall be substantially similar to the Proposal submitted by Provider on September 2, 2004,  
8 attached as Exhibit D, unless otherwise required or approved by the City. Provider shall not be  
9 permitted at any time during the term of this Agreement to conduct wireless communications from  
10 the Marinas other than within designated coverage areas, in accordance with the plans and  
11 specifications provided for in Exhibit C, unless otherwise required or approved by the City. The  
12 rights and privileges granted herein are conditioned upon Provider securing any and all necessary  
13 appropriate permits, licenses and documents necessary to permit the authorized use.

14 D. Provider shall manage the operation in a first-class, businesslike, efficient,  
15 courteous, and accommodating manner. City shall have the right to make objections to the character  
16 of the service rendered to the public. Provider agrees to promptly discontinue or remedy any such  
17 objectionable practice in accordance with this Agreement.

18 E. Provider shall provide wireless Internet Services twenty-four (24) hours each  
19 day, seven (7) days per week, including holidays.

20 F. Provider agrees that its employees shall be of sufficient number so as to  
21 properly conduct the operation, as agreed upon under the terms and conditions of this Agreement.

22 G. Provider shall provide all administrative functions necessary to facilitate the  
23 "roaming" of other Wireless Internet Service Providers customers onto the Provider's public WLAN,  
24 to include authentication and reconciliation.

25 H. Provider shall provide billing, reconciliation and payment systems via a  
26 secured credit card function or prepaid cards.

27 I. Provider shall provide billing, reconciliation and payment for Wireless  
28 Internet Service Providers for access to and usage of the WLAN.

1 J. Provider shall report detailed user activity and revenue generation to the City  
2 on a monthly basis, in accordance with Paragraph 6, Pricing and Usage Fees.

3 K. Provider shall provide information to be included on the City's designated  
4 portal pages and web sites as required and/or approved by the City, with Marina and City-specific  
5 content to be provided by the City or its designee.

6 L. Provider shall be responsible for the promotion and advertising of the WLAN  
7 in partnership with the City, and shall coordinate with and receive approval from the City prior to  
8 the implementation of any local promotions or advertising campaigns.

9 M. Provider shall supply service to all marina office's at no cost to City.

10 N. Provider shall, concurrently with delivery of this Agreement, deliver to the  
11 City, in duplicate and fully executed, a Bond for Faithful Performance substantially in the form  
12 attached to this Agreement as Exhibit "G". The executed Bond must be approved as to form and as  
13 to sufficiency as indicated thereon.

14 4. Obligations of the City

15 The City shall:

16 A. Allow Provider to utilize the Marinas' existing utilities for deployment,  
17 installation and ongoing operation of the WLAN .

18 B. Make individuals within City staff who have expertise and knowledge of the  
19 design and layout of the Marinas available to Provider's staff to facilitate the overall network design  
20 and deployment .

21 C. Make reasonable efforts to ensure that Provider's representatives, contractors  
22 and agents may gain appropriate access to the Marinas' facility in accordance with the City's Rules  
23 and Regulations for purposes of design, installation and maintenance of the public WLAN .

24 D. Assist Provider with local Public Relations and Marketing efforts, focused  
25 upon building awareness and rapid adoption by Marina patrons, to include:

26 (1) A joint press release to be issued by City and Provider within fifteen (15)  
27 business days of the Effective Date announcing the contract to the public and a timeframe for  
28 implementation. Either party may refer to statements made in such press release in future marketing

1 materials and advertisements. Any statements regarding the relationship of the parties hereunder will  
2 require mutual written consent.

3 (2) Permitting appropriate signage as determined by City, within the facilities  
4 promoting the availability of the WLAN and Wi-Fi Internet Access and to include at a minimum a  
5 URL for the public to achieve additional information, a toll-free customer care hotline and the SSID  
6 which allows potential customers of the service to access the network at no cost to City.

7 5. Equipment

8 A. Equipment as used in this Agreement shall include but not be limited to  
9 servers, routers, access points, gateway devices, and other equipment necessary to operate the  
10 WLAN, as is further itemized on Exhibit C.

11 B. Provider shall provide the design of the WLAN to City for approval (including  
12 a comprehensive site survey) and installation of the access points, servers, routers, gateway devices  
13 and other equipment necessary to operate the Network .

14 C. Provider shall install the Equipment only in locations designated in  
15 accordance with the plans and specifications outlined in Exhibit C, unless otherwise required and/or  
16 approved by the City. Such areas shall be hereinafter referred to as "Designated Equipment Areas."  
17 Designated Equipment Areas are not leased to Provider but the same shall be used for the  
18 installation, operation, management, maintenance, and commercial offering of the WLAN and  
19 related Equipment as described herein, and for no other purpose. Designated Equipment Areas shall  
20 be maintained by the City as provided for in Paragraph 7.

21 D. It is further agreed that Exhibit C may be modified or changed without  
22 requirement of amendment to this Agreement, provided that said any modifications and/or changes  
23 are submitted in writing and approved by both parties.

24 E. Provider shall provide on-site Project Management for the deployment and  
25 installation of the public WLAN .

26 F. Provider shall provide the installation and maintenance of fiber and/or cabling  
27 to each designated access point location, where there is no pre-existing Marina installed fiber or  
28 cable available. City shall provide maintenance of City-owned infrastructure.

1                   G.    Ownership of the Equipment shall vest in the Provider.

2                   H.    Provider shall select and install any Equipment at each Site. City shall make  
3 each Site available to Provider in an emergency or upon reasonable notice for such purposes. City  
4 shall cooperate with Provider on the installation of the Equipment.

5                   I.    All Equipment installed at a Site by Provider in connection with this  
6 Agreement shall (A) be marked or tagged by Provider as the property of Provider; (B) be and remain  
7 personal property of Provider; (C) be subject to inspection by Provider at any time during the  
8 Marina's normal business hours, in an emergency or upon reasonable notice; (D) be used by City  
9 only in connection with providing the services to subscribers provided for under this agreement; (E)  
10 be kept free by City of liens and encumbrances; (F) be kept separate by City from other materials,  
11 tools, or property of City or held by City; and (G) not be adjusted, repaired, opened, disconnected  
12 or modified in any manner by City, unless otherwise explicitly directed by Provider.

13                   J.    City shall treat the Equipment with the same degree of care as City uses with  
14 respect to its own valuable equipment, but in no event with less than a reasonable degree of care for  
15 equipment of a similar kind and importance. Provider retains all rights, title and interest in and to  
16 the Equipment.

17                   K.    At any time any lien or encumbrance of any kind is placed on all or any part  
18 of the Equipment by City or any of its creditors, landlords or lessee, City shall promptly take any and  
19 all action to have such lien or encumbrance removed or fully bonded at no cost to Provider. If in any  
20 such event, *City shall not have any such lien or encumbrance removed or fully bonded within twenty*  
21 *(20) business days after the occurrence of such lien or encumbrance, Provider will have the right to*  
22 *take whatever action it deems reasonably necessary to remove any such lien or encumbrance at*  
23 *City's cost or expense.*

24                   L.    City agrees to execute all documents and take whatever other actions  
25 reasonably necessary to evidence Provider's ownership of the equipment, software and modifications  
26 or proceeds thereof.

27  
28



1           6.     Pricing and Usage Fees

2                 A.     Pricing

3                     (1)     Fees for public and private access to the Broadband WLAN Internet Access  
4                     Service shall be established by Provider.

5                     (2)     Provider shall provide to City in writing a current price schedule prior to  
6                     implementation/launch of the system. Such pricing shall be in accordance with pricing and  
7                     plans available to public, private and wholesale customers in other iDOCKUSA Marinas on  
8                     the West Coast. In addition, Provider shall provide in writing to City any changes or  
9                     increases in prices forty-five (45) days prior to implementing said changes or increases.  
10                    Questions or complaints regarding the quality of service and/or prices, whether raised by  
11                    users, the City, or otherwise, may be submitted to Provider in writing for response. At the  
12                    City's request, Provider shall meet with the City to review any complaints or concerns and  
13                    to correct any deficiencies promptly. The City's determination as to quality of operation or  
14                    services shall be conclusive and curative measures shall be implemented by Provider as  
15                    expeditiously as possible.

16                 B.     Management Fees

17                     (1)     Revenue Sharing Structure

18                     Gross Receipts shall initially be distributed as follows:

19                     a.     During Year One, Ninety percent (90%) to Provider for the  
20                     management, operation and support of the WLAN, with the remainder to the City.

21                     b.     During Year Two, Eighty-eight percent (88%) to the Provider for the  
22                     management, operation and support of the WLAN, with the remainder to the City.

23                     c.     During Year Three, Eighty-five percent (85%) to the Provider for the  
24                     management, operation and support of the WLAN, with the remainder to the City.

25                     (2)     Gross Receipts

26                     The term "Gross Receipts" shall mean:

27                     a.     All income and proceeds of sales of every kind, whether in cash or on  
28                     credit resulting from business conducted in, on or from the Marinas under Providers

1 control including but not limited to: Wireless Internet Services, WLAN services, or  
2 collection of other fees as permitted under this Agreement.

3 b. Sale of services made on credit shall for the purposes hereof be treated  
4 as though made for cash.

5 (3) Exclusions to Gross Receipts

6 a. All credits or refunds made by Provider to customers, guests or  
7 patrons, under such generally acceptable terms and conditions as are approved by the  
8 City, including all sums or credits received in settlement of claims for loss of service,  
9 provided that such credits and refunds are outlined on the revenue report.

10 b. All sales taxes, retailers' excise taxes, gross receipts taxes, transaction  
11 taxes, or admission, entertainment or similar equivalent taxes paid to or collected by  
12 or payable by Provider as approved by the City as excludable items.

13 C. Payment of Fees

14 (1) Beginning on the commencement date as defined herein, payment  
15 shall be remitted each month on or before the twentieth (20th) day of the calendar month  
16 immediately following the month in which such Wireless Internet Services or WLAN  
17 Services fees were generated at Marinas.

18 (2) Compound interest at the rate of ten percent (10%) per annum on  
19 amounts and obligations as are payable to City pursuant to subparagraph (1) above, which  
20 are not paid within ten (10) days after the due date. Interest shall occur from the due date  
21 until payment thereof.

22 (3) Payment to the City in each monthly instance shall be submitted with  
23 the monthly report as shown in Exhibit E containing the information described in paragraph  
24 6 F(5) and/or paragraph 6 F(6). The monthly report shall be accompanied by a written  
25 certification signed by Provider certifying that the statement is accurate and complete. If  
26 Provider shall fail to prepare and deliver or cause to be prepared and delivered any  
27 accounting statement within the time provided and such failure shall continue after fifteen  
28 (15) days' written notice from City to Provider, City may, but shall not be obligated to, audit

1 Provider's books, records and accounts pertaining to gross receipts for such delinquent  
2 accounting period and may prepare the statement or statements which Provider shall have  
3 failed to submit. Any such audit shall be in addition to the audit provided for in paragraph  
4 F(2). Provider shall pay on demand all expenses of such audit incurred by City all sums as  
5 may be shown by such audit to be due together with compound interest at the rate of ten  
6 percent (10%) per annum from the date of City's notice to prepare an accounting statement.

7 D. Additional Fees, Charges and Rentals

8 Provider shall pay to the City additional fees, charges and rentals in the event  
9 of any of the following:

10 (1) If the City has paid any sum or sums or has incurred any obligation  
11 or expense for which Provider has agreed to pay or reimburse the City, or for which Provider  
12 is otherwise responsible.

13 (2) If City is required or elects to pay any sum or sums or incurs any  
14 obligation or expense because of the failure, neglect or refusal of Provider to perform or  
15 fulfill any of the promises, terms, conditions or covenants required of it hereunder.

16 (3) Pursuant to any separate agreement between the parties not contained  
17 herein.

18 (4) Provider's obligations pursuant to this section shall include all interest,  
19 cost, damages and penalties in conjunction with such sums so paid or expenses so incurred  
20 by the City. If billed by City, Provider shall pay such additional fees, charges and rentals to  
21 City within thirty (30) days following the date of such billing.

22 E. Provider agrees that the City will have access to the WLAN for operations and  
23 wireless applications at no charge.

24 F. Records and Reports

25 (1) Books and Records

26 The Provider shall maintain full complete and accurate books and records in  
27 accordance with generally accepted accounting standards as would normally be examined by an  
28 independent certified public accountant pursuant to such standards in performing an audit of the

1 Provider's Gross Receipts. Such books or records shall contain records of all the Provider's receipts  
2 in connection with its operations in a form consistent with good accounting practice and shall contain  
3 itemized records of all receipts derived by the Provider from its operations. All transactions and  
4 activities related to this Agreement shall be segregated in Provider's books and records. In addition,  
5 Provider shall maintain dedicated bank account(s) through which all transactions in connection with  
6 this agreement are to be cleared.

7 (2) Books and Records Available for Inspection

8 The books and records required to be maintained by the Provider as specified herein  
9 above shall be available for inspection by the City or its duly authorized representative; provided,  
10 however, that such inspection shall be made during reasonable business hours and shall not be  
11 conducted in a manner or at a time which is unduly disruptive of the Provider's business. Upon ten  
12 (10) days written notice from the City, the Provider shall deliver such books and records to the City  
13 for examination. Should the Provider not wish to make its books and records available to the City  
14 at Long Beach, California, then the Provider shall pay all reasonable travel and accommodation  
15 expenses for the City or its duly authorized representatives to travel to the Provider's corporate  
16 offices to conduct the audit.

17 (3) Fees and Interest if Underpayment Discovered by Audit

18 If, as a result of the audits performed, it is established that additional Fees are due  
19 from the Provider to the City, the Provider shall immediately, upon written demand from the City,  
20 pay to the City such additional Fees at the rate specified herein from the date such additional Fees  
21 should have been paid plus interest on the additional fees as provided in paragraph C(2). Further,  
22 if such audit establishes that the Provider has understated and underpaid fees for any year by two  
23 percent (2%) or more, then the entire expense of such audit, whether internal or external, shall be  
24 paid by Provider.

25 (4) Inspection and Audit Rights Survive Expiration

26 The City's rights to inspect and audit the books and records of the Provider shall  
27 survive the expiration or early termination of this Agreement for a period of seven (7) years  
28 commencing on the date of expiration or termination of this Agreement.

1 (5) Accounting Statement

2 Concurrent with each monthly submittal of Fees to City, Provider shall submit a  
3 written report, in a format and detail as approved by the City, of all Provider's Wireless Internet  
4 activity and WLAN Services at Marinas under this Agreement during the preceding calendar month.  
5 Such monthly report shall provide at a minimum the following:

6 (a) A detailed schedule of the number of internet accesses each day by  
7 category (public or private) including all retail transactions, whether paid by pre-paid  
8 card or credit card, and all wholesale connections sold or otherwise provided to  
9 wireless Internet Service Providers.

10 (b) A monthly summary report that provides the following information  
11 for that month:

12 i. Number of connections for each category including:  
13 • Number of retail accesses, whether by credit card or prepaid  
14 card;  
15 • Number of private accesses;  
16 • Number of wholesale accesses.

17 ii. Gross Revenues received from:  
18 • Retail access;  
19 • Wholesale access;  
20 • WLAN Services (private);  
21 • Any other source as a result of this Agreement.

22 (6) Annual Report

23 a. Within sixty (60) days after the close of each contract year, an Annual  
24 Report reconciling the information required herein above shall be submitted to the  
25 City for the preceding contract year. The Annual Report shall be certified by an  
26 independent Certified Public Accountant or Provider's chief financial officer and  
27 shall be provided in such form and detail determined to be satisfactory to the City.  
28 Such Annual Report shall include a financial reconciliation of all Fees payable for

1 such year.

2 b. If such Annual Report shows a balance due to City or an excess paid  
3 by Provider, the appropriate adjustment, either payment by Provider of the balance  
4 due or credit or repayment by City to Provider of the excess payment, shall be made  
5 within thirty (30) days after the Annual Report is received by City. However,  
6 Provider shall not be entitled to interest on the amount credited or repaid by City to  
7 Provider.

8 c. From time to time throughout the term of this Agreement, the City  
9 may provide written request for any other reasonable financial or statistical reports,  
10 which Provider shall provide in a format and detail acceptable to the City.

11 d. If Provider shall fail to prepare and deliver or cause to be prepared and  
12 delivered any Annual Report within the time provided and such failure shall continue  
13 after fifteen (15) days' written notice from City to Provider, City may, but shall not  
14 be obligated to, audit Provider's books, records and accounts pertaining to gross  
15 receipts for such delinquent accounting period and may prepare the statement or  
16 statements which Provider shall have failed to submit. Any such audit shall be in  
17 addition to the inspection provided for in Paragraph F(2). Provider shall pay on  
18 demand all expenses of such audit incurred by City all sums as may be shown by  
19 such audit to be due together with compound interest at the rate of ten percent (10%)  
20 per annum from the date of City's notice to prepare an Annual Report.

21 7. Provider's Duty to Construct

22 A. Within three (3) months of the execution date of this Agreement, Provider  
23 shall, at its sole cost and expense, complete construction of the wireless network infrastructure  
24 including but not limited to wireless access points, switches, router(s), gateway device(s) and  
25 physical wiring which is substantially similar to the materials provided by Provider within Provider's  
26 proposal (Exhibit E) in the Designated Equipment Area which will be more specifically identified  
27 on the Plans (Exhibit C). Said Exhibit C shall be later modified in the detailed engineering  
28 specifications ("as-builts") delivered by Provider within thirty (30) days of completion of the WLAN

1 deployment. Provider shall, at its sole cost and expense, construct the following improvements  
2 (collectively the "Project") in the Designated Equipment Areas:

3 (1) The wireless access points, wiring, switches, routers and gateways to ensure  
4 a first-class WLAN operation.

5 B. Provider shall also cause the Project to be constructed in accordance with all  
6 applicable building codes, Uniform Fire Code, and all other applicable laws, regulations, and permit  
7 requirements, including those of the City. If any portion of the documents are found not to be in  
8 compliance with City requirements, Provider, at its sole cost and expense, shall modify the  
9 documents as directed. City shall have the right to inspect the construction for compliance with the  
10 approved documents and Provider shall, at its sole cost and expense, modify any construction found  
11 by the City not to be in accordance with the approved documents.

12 8. Improvements by Provider

13 A. Except as otherwise provided, Provider shall complete any facility  
14 improvements necessary to bring the Designated Equipment Area into code compliance for operation  
15 of the WLAN operation. Provider shall complete all improvements, as approved by the City, at  
16 Provider's sole cost and expense.

17 B. Provider shall cause all improvements to be constructed in accordance with  
18 this Agreement and shall comply in every respect to applicable statutes, ordinances, building codes,  
19 and rules and regulations of all governmental agencies as may have jurisdiction at the time, including  
20 those of the City. Provider shall obtain and provide to City copies of all required permits and  
21 licenses.

22 C. Any review or approval by the City of Provider's plans or any inspection by  
23 City of any work or materials shall not be deemed to constitute a waiver or release by City of any  
24 obligation or responsibility of Provider hereunder, or an assumption of any risk or liability by City  
25 with respect thereto, and Provider shall make no claim against City on account of such review,  
26 approval, or inspection.

27 D. Provider shall cause any and all improvements to be constructed only by a  
28 contractor properly licensed by the State of California to conduct such improvements and/or

1 installations. Provider shall be solely responsible for payment to such contractor for all elements of  
2 such construction and shall keep the Designated Equipment Area free and clear of all mechanics  
3 liens resulting from any construction thereto by or on behalf of Provider. Provider may contest the  
4 correctness or validity of any such lien, but shall indemnify, defend, and hold harmless City, its  
5 elected representatives, officers, agents, and employees, and the Designated Equipment Area from  
6 any and all claims and liability for payment of any such lien. City may file notice of non-  
7 responsibility for its lien protection.

8 E. All the improvements and alterations made by Provider shall remain in the  
9 Designated Equipment Area throughout the term of this Agreement.

10 9. Maintenance of Designated Equipment Areas

11 City shall, at its expense, maintain the Designated Equipment Areas in good and safe repair  
12 and in a neat, clean, and orderly condition.

13 10. Insurance and Indemnification

14 A. Insurance

15 As a condition precedent to the effectiveness of this Agreement, Provider shall  
16 procure and maintain at Provider's expense for the duration of this Agreement from insurance  
17 companies that are admitted to write insurance in California or from authorized non-admitted  
18 insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company the  
19 following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to ISO form CG  
21 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Dollars (\$1,000,000)  
22 per each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such  
23 coverage shall include but not be limited to broad form contractual liability, cross liability,  
24 independent contractors liability, and products and completed operations liability. The City,  
25 its officials, employees and agents shall be named as additional insureds by endorsement (on  
26 City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10  
27 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope  
28 of protection given to the City, its officials, employees and agents.



1 (b) Workers' Compensation insurance as required by the Labor Code of the State  
2 of California and employer's liability insurance in an amount not less than One Million  
3 Dollars (\$1,000,000).

4 (c) Professional liability or errors and omissions insurance in an amount not less  
5 than One Million Dollars (\$1,000,000) per claim.

6 (d) Commercial automobile liability insurance (equivalent in scope to ISO form  
7 CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five  
8 Hundred Thousand Dollars (\$500,000) combined single limit per accident.

9 Any self-insurance program, self-insured retention, or deductible must be separately  
10 approved in writing by City's Risk Manager or designee and shall protect City, its officials,  
11 employees and agents in the same manner and to the same extent as they would have been protected  
12 had the policy or policies not contained retention or deductible provisions. Each insurance policy  
13 shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after  
14 thirty (30) days prior written notice to City, and shall be primary and not contributing to any other  
15 insurance or self-insurance maintained by City. Provider shall notify City in writing within five (5)  
16 days after any insurance required herein has been voided by the insurer or cancelled by the insured.  
17 If this coverage is written on a "claims made" basis, it must provide for an extended reporting period  
18 of not less than one year, commencing on the date this Agreement expires or is terminated, unless  
19 Provider guarantees that Provider will provide to the City evidence of uninterrupted, continuing  
20 coverage for a period of not less than three (3) years, commencing on the date this Agreement  
21 expires or is terminated.

22 Provider shall require that all contractors and subcontractors which Provider uses in  
23 the performance of services hereunder maintain insurance in compliance with this Section unless  
24 otherwise agreed in writing by City's Risk Manager or designee.

25 Prior to the start of performance, Provider shall deliver to City certificates of  
26 insurance and required endorsements for approval as to sufficiency and form. In addition, Provider,  
27 shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to City  
28 certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the

1 right to require complete certified copies of all policies of Provider and Provider's contractors and  
2 subcontractors, at any time. Provider shall make available to City's Risk Manager or designee all  
3 books, records and other information relating to the insurance coverage required herein, during  
4 normal business hours.

5 Any modification or waiver of the insurance requirements herein shall only be made  
6 with the approval of City's Risk Manager or designee. Not more frequently than once a year, the  
7 City's Risk Manager or designee may require that Provider, Provider's contractors and  
8 subcontractors change the amount, scope or types of coverages required herein if, in his or her sole  
9 opinion, the amount, scope, or types of coverages herein are not adequate.

10 The procuring or existence of insurance shall not be construed or deemed as a  
11 limitation on liability relating to Provider's performance or as full performance of or compliance  
12 with the indemnification provisions of this Agreement.

13 F. Indemnification

14 Provider shall indemnify and hold harmless the City, its Boards, Commissions, and  
15 their officials, employees and agents (collectively in this Section "City") from and against any and  
16 all liability, claims, demands, damage, causes of action, proceedings, penalties, loss, costs, and  
17 expenses (including attorneys' fees, court costs, and expert and witness fees) (collectively "Claims"  
18 or individually "Claim"). Claims include allegations and include by way of example but are not  
19 limited to: Claims for property damage, personal injury or death arising in whole or in part from any  
20 negligent act or omission of Provider, its officers, employees, agents, sub-consultants, or anyone  
21 under Provider's control (collectively "Indemnitor"); Provider's breach of this Agreement;  
22 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any  
23 way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty  
24 on the part of Provider, Provider shall defend City and shall continue such defense until the Claim  
25 is resolved, whether by settlement, judgment or otherwise. Provider shall notify the City of any  
26 claim within ten (10) days. Likewise, City shall notify Provider of any claim, shall tender the  
27 defense of such claim to Provider, and shall assist Consultant, as may be reasonably requested, in  
28 such defense.

1           11.    Cancellation Provisions

2                   A.    City's Right to Cancellation

3                   The City may terminate this Agreement in its entirety immediately if:

4                   (1)    Provider fails to perform or observe any of the terms, provisions, conditions  
5                   or covenants herein contained and if such failure shall continue for a period of twenty (20)  
6                   days after receipt by Provider of written notice from City of such failure or, if more than  
7                   thirty (30) days shall be required to cure the default because of its nature, if Provider shall  
8                   fail within said thirty (30) day period to commence and thereafter diligently proceed to cure  
9                   such default; or,

10                  (2)    Provider discontinues the conduct of its operations at the Marinas.

11                  B.    Provider's Right to Cancellation

12                  The Provider may terminate this Agreement in its entirety upon written notice to the  
13    City if:

14                  (1)    A court of competent jurisdiction issues an injunction preventing or  
15                  restraining the use of Marinas in such a manner as to substantially restrict Provider from  
16                  conducting its operations; which injunction (a) was not caused by any act or omission of  
17                  Provider and (b) has remained in force for at least sixty (60) days.

18                  (2)    The City breaches any of the terms and covenants or conditions within this  
19                  Agreement, and fails to remedy such breach, for a period of thirty (30) days after receipt of  
20                  written notice from the Provider of the existence of such breach.

21                  12.    Assignment

22                  This Agreement may not be assigned by Provider without the express written consent of the  
23    City; which consent shall not be unreasonably delayed or denied; provided that no such consent shall  
24    be required for the transfer, upon written notice by Provider to the City, to a corporate affiliate of  
25    Provider or as part of the sale, assignment or transfer of all or substantially all of Provider's assets  
26    or business related to the provision of wireless services to marinas.

27                  13.    Miscellaneous

28                  A.    Provider shall furnish all services provided hereunder on a fair and reasonable

1 basis to all users of the Marinas and the general public.

2 B. Hours of Operation

3 Except as may be otherwise approved in writing by the City, the Wireless Internet  
4 Service and WLAN shall be available 24 hours/day, 365 days/year, except for scheduled  
5 maintenance. Provider shall provide twenty-four (24) hour notice before commencing scheduled  
6 maintenance. The City may change these hours as may be required to reasonably service the public.

7 C. Quality and Price Control

8 In entering into this Agreement, Provider acknowledges City's desire and obligation  
9 to provide the general public and the Marinas users with high quality services, comparable in price  
10 and quality to similar services offered in other Marinas. Provider shall clearly provide accurate  
11 information on fees for all public and private WLAN services.

12 D. Credit Cards

13 At all times during the term of this Agreement, Provider shall accept as payment for  
14 services at least one (1) of the following major credit cards: American Express, Master Charge,  
15 VISA, Discover/Novus.

16 E. Force Majeure

17 In any case where either party hereto is required to do any act, any inability of that  
18 party to perform the act, or any delays in its performance of the act, caused by or resulting from Acts  
19 of God, war, civil commotion, fire, flood, earthquake or other casualty, strikes or other extraordinary  
20 labor difficulties, shortages of labor or materials or fuel or equipment in the ordinary course of trade,  
21 government regulations or any other cause not reasonably within that party's control and not due to  
22 that party's fault or neglect, shall be excused and such failure to perform, or such delay in  
23 performance, shall not be a default by that party within the meaning of this Lease. Financial inability  
24 of either party, or changes in market conditions, shall not be considered to be a circumstance or cause  
25 beyond the reasonable control of that party.

26 F. Personal Liability

27 No member of the City or employee of either party shall be charged personally or held  
28 contractually liable by or to the other party under any term or provision of this Agreement because

1 of any breach thereof or because of its execution or attempted execution.

2 G. Non-Waiver of Rights

3 No waiver or default by the City of any of the terms, conditions, covenants, or  
4 agreements hereof to be performed, kept, or observed by the Provider shall be construed or act as a  
5 waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein  
6 contained to be performed, kept, or observed by the Provider, and City shall not be restricted from  
7 later enforcing any of the terms and conditions of this Agreement.

8 H. City Employees

9 Provider shall not during the Term of this Agreement, hire or employ, on either a full-  
10 time or part-time basis, person or persons so long as such person shall be employed by the City.

11 I. Entire Agreement

12 This Agreement, including exhibits (Exhibits A, B, C, D, E, F and G) attached hereto  
13 and incorporated herein by this reference at the time of its execution, constitutes the entire  
14 Agreement between the parties hereto.

15 J. Amendment

16 This Agreement may be amended only by a written instrument executed by City and  
17 Provider.

18 K. Governing Law

19 This Agreement shall be deemed to be made in and construed in accordance with the  
20 laws of the State of California.

21 L. Invalid Provisions

22 If any provision of this Agreement or any application thereof shall be held to be  
23 invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected  
24 thereby, unless one or both parties would be substantially and materially prejudiced.

25 M. Headings

26 The headings contained herein are for convenience in reference only and are not  
27 intended to define or limit the scope of this Agreement or any term thereof.

28

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 N. Notices

2 Any notice or other communication to City or Provider pursuant hereto shall be  
3 deemed validly given, serviced or delivered upon deposit in the United States mail, certified, and  
4 with proper postage and fees prepaid, addressed to the City or Provider, respectively, at the addresses  
5 hereinafter shown or at the address hereafter specified in writing.

6 (1) The City address is:  
7 Director of Parks, Recreation and Marina  
8 2760 Studebaker Road  
9 Long Beach, CA 90815

10 With a Copy to:  
11 Mark A. Sandoval  
12 Provider, Marina Bureau  
13 205 Marina Drive  
14 Long Beach, CA 90803

15 (2) The Provider's address is:  
16 iDOCKUSA, an ICOA Company  
17 111 Airport  
18 Warwick, RI 02889  
19 Attention: President

20 O. Alteration

21 This Agreement, together with any riders and exhibits attached hereto forming a part  
22 hereof, sets forth all of the promises, agreements, conditions and understandings between the parties  
23 hereto, either oral or written. No subsequent alteration, amendment, change or addition to the  
24 Agreement shall be binding upon City or Provider unless in writing and signed by each of them.

25 P. Rules and Regulations

26 Provider shall observe and obey and require its officers, employees, agents and  
27 invitees to obey and observe the duly enacted and lawful rules and regulations of the City, and the  
28 duly enacted and lawful rules and regulations now in existence or hereafter promulgated by City or  
by any other local, state or federal agency of competent jurisdiction. Provider shall comply with all  
federal, state and municipal laws, regulations and ordinances, including all promulgated which may  
apply to the operations of Provider at the Marinas.

1 Q. Permits, Licenses, Miscellaneous Fees

2 The Provider shall pay all taxes, including ad valorem taxes, permit fees, license fees,  
3 and assessments lawfully levied or assessed upon the Provider and upon which Provider is legally  
4 responsible for paying. Provider agrees to secure all such permits and licenses. Failure to pay said  
5 taxes and/or fees shall be considered an event of default under the terms of this Agreement.

6 R. No Warranty

7 Nothing in this Agreement generally shall be construed as any kind of warranty or  
8 guarantee that the City will issue, grant or secure any permits, licenses or other documents necessary  
9 to conduct the use authorized herein. Provider shall be solely responsible for securing any and all  
10 necessary and appropriate licenses and other documents necessary to permit the authorized use.

11 S. Independent Contractor

12 In performing services hereunder, Provider is and shall act as an independent  
13 contractor and not an employee, representative, or agent of City. Provider shall have control of  
14 Provider's work and the manner in which it is performed. Provider shall be free to contract for  
15 similar services to be performed for others during this Agreement. Provider acknowledges and  
16 agrees that a) City will not withhold taxes of any kind from Provider's compensation, b) City will  
17 not secure workers' compensation or pay unemployment insurance to, for or on Provider's behalf,  
18 and c) City will not provide and Provider is not entitled to any of the usual and customary rights,  
19 benefits or privileges of City employees. Provider expressly warrants that neither Provider nor any  
20 of Provider's employees or agents shall represent themselves to be employees or agents of City.

21 T. Conflict of Interest

22 Provider, by executing this Agreement, certifies and shall obtain similar certifications  
23 from Provider's employees and approved subcontractors that, at the time Provider executes this  
24 Agreement and for its duration, Provider does not and will not perform services for any other client  
25 which would create a conflict, whether monetary or otherwise, as between the interests of City  
26 hereunder and the interests of such other client.

27 U. Materials

28 Provider shall furnish all labor and supervision, supplies, material, tools, machinery,

1 equipment, appliances, transportation, and services necessary to or used in the performance of  
2 Provider's obligations hereunder, except as stated in Paragraph 5.

3 V. Ambiguity

4 In the event of any conflict or ambiguity between this Agreement and any Exhibit,  
5 the provisions of this Agreement shall govern.

6 W. Costs

7 If there is any legal proceeding between the parties to enforce or interpret this  
8 Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be  
9 entitled to its costs and expenses, including reasonable attorneys' fees and court costs (including  
10 appeals).

11 X. Nondiscrimination

12 In connection with performance of this Agreement and subject to applicable rules and  
13 regulations, Provider shall not discriminate against any employee or applicant for employment  
14 because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status,  
15 handicap, or disability. Provider shall ensure that applicants are employed, and that employees are  
16 treated during their employment, without regard to these bases. Such actions shall include, but not  
17 be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or  
18 recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and  
19 selection for training, including apprenticeship.

20 Y. Possessory Tax Interest. Provider recognizes and understands that this  
21 Agreement may create a possessory interest subject to taxation and that Provider may be subject to  
22 the payment of taxes levied on such interest.

23 Z. Tax Reporting

24 As required by federal and state law, City is obligated to and will report the payment  
25 of compensation to Provider on Form 1099-Misc. Provider shall be solely responsible for payment  
26 of all federal and state taxes resulting from payments under this Agreement. Provider's Employer  
27 Identification Number is [REDACTED] If Provider has a Social Security Number rather than an  
28 Employer Identification Number, then Consultant shall submit that Social Security Number in



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 writing to City's Accounts Payable, Department of Financial Management. Provider acknowledges  
2 and agrees that City has no obligation to pay Provider hereunder until Provider provides one of the  
3 aforesaid Numbers.

6 **IN WITNESS WHEREOF**, said parties have caused these presents to be duly executed by  
7 their proper officers hereunto authorized.

8 CITY OF LONG BEACH, a municipal  
9 corporation  
By [Signature]  
10 Title City Manager

12 ICOA, INC.  
14 \_\_\_\_\_, 2005  
By [Signature]  
15 Title PRESIDENT & CEO

16 (Typed Name and Title)  
17 \_\_\_\_\_, 2005  
By [Signature]  
18 Title VICE PRESIDENT & CFO  
19 (Typed Name and Title)

20 (CORPORATE SEAL)

22 This Agreement is approved as to form this 6<sup>th</sup> day of April, 2006.  
23 ~~2005.~~

24 ROBERT E. SHANNON, City Attorney  
26 By [Signature]  
27 Deputy  
28

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

- 1 **EXHIBITS**
- 2
- 3 (A) List of Long Beach Marinas/Properties to be Serviced
- 4
- 5 (B) Pricing, Plans, Fees
- 6
- 7 (C) Deployment Plans, Equipment, Scope
- 8
- 9 (D) Original Proposal to RFP, September 2, 2004
- 10
- 11 (E) Sample Monthly Report and Revenue Share Structure
- 12
- 13 (F) Support Services
- 14
- 15 (G) Bond for Faithful Performance
- 16
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**EXHIBIT "A"**  
**CITY PROPERTIES TO BE SERVICED BY PROVIDER**

- Alamos Bay Marina
- Shoreline Marina
- Rainbow Marina/Harbor

**EXHIBIT "A"**  
**CITY PROPERTIES TO BE SERVICED BY PROVIDER**



**Alamitos Bay Marina**

Our network placement concept is depicted in the graphic located below. Four broadcast locations are envisioned – one base station and three repeater stations connected to the base station via WDS bridging.

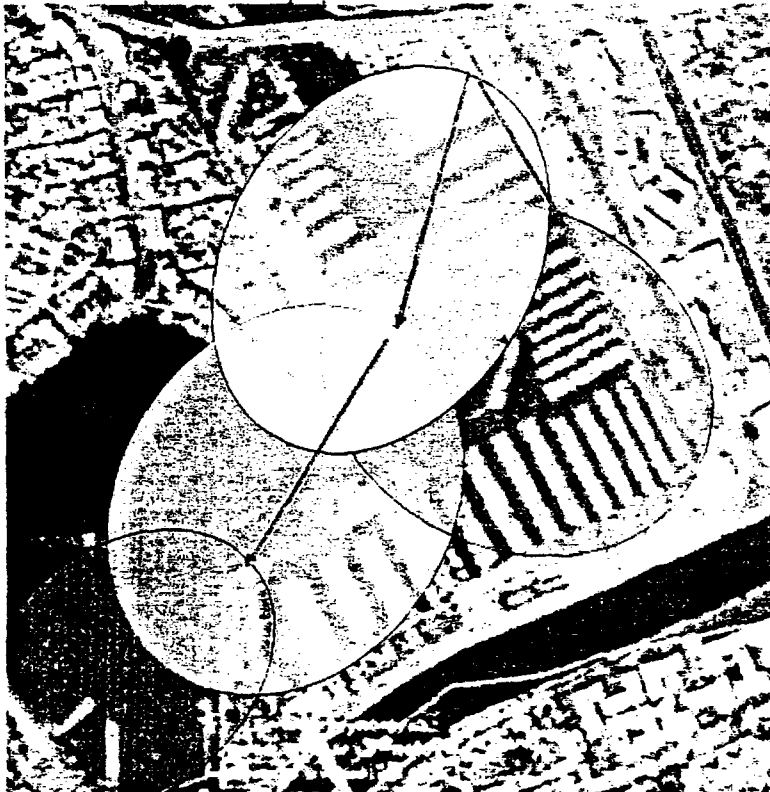
*Base Station Location* -- iDock suggests establishing a base station at the Marina Shipyard at 6400 Marina Drive. This location presents the best connectivity to broadband services and good point to point visibility for repeater stations. Alternatively the Alamitos Bay Marina Center building could be a base location with a fixed wireless broadband solution for Internet connectivity.

*Repeater Stations* – restroom building roofs in Basins 1, 2 and 3, or alternatively at Seal Beach Yacht Club, Long Beach Yacht Club and Harbor Masters buildings.

**Channel representation**

Channel 1 Purple (Broadcast) Channel 2 Red Broadcast

**Alamitos Bay Marina Deployment**



**EXHIBIT "A"**  
**CITY PROPERTIES TO BE SERVICED BY PROVIDER**



**Shoreline and Rainbow Bay Marinas**

Our network placement concept is depicted in the graphic located below. Four broadcast locations are envisioned – one base station and three repeater stations connected to the base station via WDS bridging.

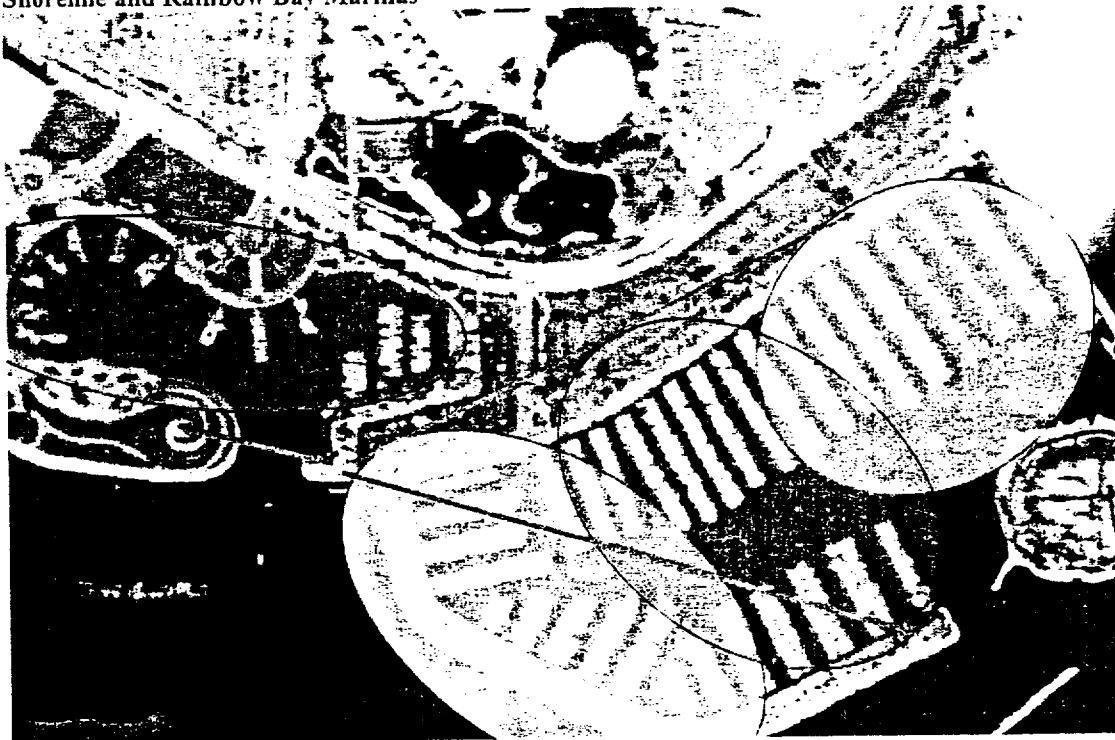
*Base Station Location* – Marina office at 450 E. Shoreline Dr. is a preferred location. From this roof good point to point visibility to repeater stations exists for both Shoreline and Rainbow Harbor Marinas.

*Repeater Stations* – restroom building roofs at dock DD, T and atop the Lyon's lighthouse. Alternatively if the lighthouse is not an option than a base station can be established at Rainbow Harbor at the Rainbow Marina office roof and repeater station can be established in the vicinity of the Pine Avenue Pier.

Channel representation

Channel 7 Purple Broadcast Channel 7 Red Broadcast

**Shoreline and Rainbow Bay Marinas**



**EXHIBIT "B"**  
**PRICING, PLANS, FEES**



Pricing Structure

iDock offers a number of convenient rate plans for marina users. Our most popular rate plans are unlimited monthly subscription, and unlimited daily use (24-hour period). The iDock price sheet is duplicated here and incorporated into our formal submittal. The price sheet is available on-line at the following URL: <http://www.iDock.com/pricing.htm>. If selected to provide service at municipally owned marinas in the City of Long Beach, these posted prices will remain in effect.

**Subscription Plans**

	<b>Monthly</b>	<b>3 Months</b>	<b>6 Months</b>	<b>12 Months</b>
<b>Surfing</b> - Our most popular wireless broadband solution. Unlimited access for a single computer and user. Access the internet at speeds up to ten times dial-up. Renews automatically.	\$29.95 (3 month minimum)	\$79.95	\$159.95	\$299.95
<b>Cruising</b> - Unlimited access for up to three computers. Designed for users with more than one computer requiring access to the internet. Renews automatically.	\$59.95 (3 month minimum)	\$159.95	\$319.95	\$599.95

**Pay As You Go Plans**

	<b>1 Day</b>	<b>5 Day</b>	<b>10 Day</b>	<b>30 Day</b>
<b>Pay As You Go</b> - Unlimited access for a single user. Log as many times as you wish. Renewable at user's request.	\$7.95	\$19.95	\$29.95	\$49.95

**Equipment**

Equipment prices do not include shipping costs or taxes.

PCMCIA Card 200 mWatt	\$ 100.00
USB Device	\$ 100.00
Ethernet Network Adapter	\$ 200.00

**Installation**

iDock personnel will install equipment and test connection. This requires 2-10 days to setup an appointment. Cost is \$45.00 per hour. Minimum charge of \$45.00 per visit.

EXHIBIT "B"  
PRICING, PLANS, FEES

**iDockUSA**

an ICOA company

**Subscription Plans** (effective August 1, 2004. Prices subject to change.)

	Monthly	3 Months	6 Months	12 Months
<b>Surfing</b> - Our most popular wireless broadband solution. Unlimited access for a single computer and user. Access the Internet at speeds up to ten times dial-up. Renews automatically.	\$29.95 (3 month minimum) <a href="#">Buy online now!</a>	\$79.95	\$159.95	\$299.95
<b>Cruising</b> - Unlimited access for up to three computers. Designed for users with more than one computer requiring access to the Internet. Renews automatically.	\$59.95 (3 month minimum)	\$159.95	\$319.95	\$599.95

**Pay As You Go Plans** (effective August 1, 2004. Prices subject to change.)

No long term commitments, no signup fees, no hidden fees!

	1 Day	5 Day	10 Day	30 Day
<b>Pay As You Go</b> - Unlimited access for a single user. Log as many times as you wish. Renewable at users request.	\$7.95	\$19.95	\$29.95	\$49.95

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**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



**Project Approach**

This Project Approach is intended to illustrate iDock's understanding of the scope of work and the technological and operational requirements necessary to offer reliable, secure Wireless Internet Service in marinas. It also details our approach and vision for providing Wireless Internet Services at the Alamitos Bay, Shoreline and Rainbow Harbor Marina areas (the Marinas), including: Project Overview, Network Technology and Design, Project Management, Installation Timeline, Pricing and Revenue Share, Customer Care and Network Support.

In each of the designated marinas, iDock will provide complete design, deployment, management, operation and full support of an 802.11 Wi-Fi network, including all hardware, equipment, installation and cabling, at no cost to the City of Long Beach. Our turnkey approach will allow the City to offer reliable broadband Internet services to boaters and marina-based businesses 24 hours a day, 7 days a week - without taking on any of the capital expense, technical support, operational requirements or billing systems. iDock will also make Wireless Internet Service available to the City of Long Beach at no cost, should the City elect to utilize wireless devices to support its operations, maintenance or patrol efforts.

With several service plans available to subscribers, transients and commercial users, iDock meets the needs of all marina constituents. Advanced roaming capabilities means iDock can offer Long Beach subscribers access to over 70 other marinas across the US at no additional charge. Our goal is to give Long Beach marine customers as many choices as possible for wireless Internet services, while first and foremost, providing the best possible Wi-Fi service and support to your customers, 24 hours a day, 7 days a week. Our suite of customer care and support services includes 24 hour live customer care from our own Rhode Island call center.

**Project Overview**

iDock has performed a survey of Alamitos Bay, Shoreline and Rainbow Harbor Marina areas, and offers here our proposed network deployment. These deployment details are derived from the observations and research into broadband Internet availability at locations around the Marinas. If selected as the City's marina Wi-Fi provider, we understand that our deployment plan will require City approval, and therefore we expect to change and adapt our plan as needed to conform to City requirements and suggestions.

For the purposes of this proposal, Wi-Fi is defined as the 802.11b IEEE standard. Network elements proposed by iDock are specified to transmit data over radio signals operating in the 2.4GHz frequency band, with data throughput rates of up to 11Mbps. Users of the network will access the network via 802.11b wireless cards installed in their computing devices, or 802.11b access devices connected to their USB ports. Ethernet will be the broadcast protocol. The 802.11b standard has been selected because of the greater signal propagation inherent in the 2.4 GHz frequency band,



**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



particularly in an "outdoor" environment, and the fact that the presence of any "802.11b" client device in the area will cause all throughput to conform to the 11Mbps standard.

To deliver coverage to the targeted areas, iDock proposes a solution that incorporates a hardware platform built by the broadband-on-demand industry's leading technology enablers, and a software "clearing house" developed by iDock's parent company from easily programmable, off-the-shelf applications customized to deliver faultless transactions processing and on-demand usage reporting.

As previously stated, the turnkey system proposed by iDock will operate in the 2.4GHz frequency band, and conform to the IEEE 802.11b standard. The 802.11b standard features data throughput rates of 11Mbps. Actual throughput rates between Wi-Fi access points and switches and customer client devices vary greatly, with speeds determined by distances traveled, signal level interferences, and output power tolerances of both the broadcasting Wi-Fi equipment and the signal-receiving client card. iDock has based its conceptual design such that connection speeds between the Wi-Fi equipment and a prospective client device are no less than 250Kbps in the targeted coverage area. The expected coverage area can be seen in the ensuing topographic images.

iDock system requirements have two main components. High quality connectivity to a high-speed Internet connection, together with secure locations on which base and repeater stations can be mounted to provide a broadcast platform that is optimum for user coverage patterns.

Base station and repeater stations radios are placed in NEMA enclosures and located in close proximity to the directional antennas they serve. Directional antennas help control background noise and provide clear, clean connectivity for client adapters.

Our approach to serving the municipal marina assets owned by the City of Long Beach is to treat Alamitos Bay Marina as a single network, and the Shoreline and Rainbow Bay Marinas together as a single network. Each "marina network" will be served by a base station unit, into which a high-speed Internet connection will be fed. This base station in turn will communicate to three repeater stations. In each case, a total of four network points-of-presence will serve each marina network.

Alamitos Bay Marina

Base Station - iDock suggests establishing a base station at the Marina Shipyard at 6400 Marina Drive. This location presents the best connectivity to broadband services and good point to point visibility for repeater stations. Alternatively the Alamitos Bay Marina Center building could be a base location with a fixed wireless broadband solution for Internet connectivity.

Repeater Stations – restroom building roofs in Basins 1, 2 and 3, or alternatively at Seal Beach Yacht Club, Long Beach Yacht Club and Harbor Masters buildings.

**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



Shoreline and Rainbow Bay Marinas

Base Station – Marina office at 450 E. Shoreline Dr. is a preferred location. From this roof good point to point visibility to repeater stations exists for both Shoreline and Rainbow Harbor Marinas.

Repeater Stations – restroom building roofs at dock DD, T and atop the Lyon's lighthouse. Alternatively if the lighthouse is not an option than a base station can be established at Rainbow Harbor at the Rainbow Marina office roof and repeater station can be established in the vicinity of the Pine Avenue Pier.

The *proposed locations for all hardware and equipment and schematic diagrams depicting service coverage areas* follow in the *Proposed Network Design* section.

Network Technology and Design

iDock will provide all necessary resources to deploy, maintain and operate a first class 802.11 Wi-Fi network in the designated areas of the Marinas, capable of securely and efficiently supporting Wi-Fi access for slip holders, transients and marina-based businesses. Wi-Fi coverage will be provided throughout the public areas of the marina, as approved by the Authority.

The network itself is completely interoperable with any Wi-Fi certified 802.11g/b network device. It is scalable, secure, reasonably fault tolerant, and has excess capacity that can be used to accommodate future growth and marine operations. It is also designed to meet or exceed future technology needs, as dictated by the continually evolving standards bodies, including the recently adopted 802.11g standard. The addition of future technologies is inherently supported by the system, and easily performed to enhance the services that will be offered at the Marinas.

The iDock network provides secure and system transparent access to the Internet. It supports any user type and any access method (wired or wireless) without the need for the user to make configuration changes to the client computer. Regardless of whether the client computer has a statically assigned address or is configured for DHCP, our system will deliver true "plug-and-play" connectivity to the Internet. As an added security measure, it prevents Layer 2 communication between devices on the same network. Users of our network are not required to load any additional software or clients to access the Internet.

Network Design

*Site Survey* - iDock has performed a Site Survey of the designated marina coverage areas. This includes testing the overall performance and propagation characteristics of the 802.11 signal throughout covered areas by broadcasting 2.4GHz signals and analyzing the reception of those signals with wireless devices. Special equipment is used to position Access Points (APs) in the

**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



designed locations for observation and measuring of a live data stream. The shape and dimensions of the various facilities and other factors affects the performance of RF devices, and hence, the design of the wireless portion of the marina networks. The data collected helps to determine optimal placement of APs based upon coverage and propagation performance, limitations of the physical environment, and proximity to other pertinent infrastructure.

*Hardware and Equipment* - The installed iDock Wi-Fi system consists of 802.11b wireless Access Points connected to a standard 100 Mb LAN infrastructure. The wireless APs provide 2.4gigahertz spread spectrum radio connections to 802.11g and 802.11b Wi-Fi capable portable devices, such as laptops, PDA's, and other handheld devices.

This infrastructure is ultimately connected to an access control device that provides secure authentication, accounting and billing information, and regulates access to the Internet. No user may access the Internet without appropriate access authorization. The access control device is connected into a WAN router, which is in turn connected to the Internet.

All of iDock's Wi-Fi switches have local intelligence that allows them to operate as stand-alone systems with multiple levels of security — TKIP for Wi-Fi level encryption; IEEE 802.1x for authentication and access control; and VPN pass through and termination - are built in to the various components. The very nature of public Wi-Fi systems are such that public-side access is open and easy. The access control device will allow users to easily connect to the network, while preventing a physical layer connection to all users who do not comply with imposed authentication requirements.

*Network Architecture* - The back office system provides authentication for any user who tries to access the installed Wi-Fi system. It is also the central repository for billing start/stop records that are later batch processed for billing and the site where roaming authentication takes place.

*Connectivity* – iDock will be responsible for ordering and installing high-speed Internet service in support of the wireless network. It is important to note that all system components (including the WAN connection) are constantly measured by the iDock Network Operations Control (NOC) center for capacity utilization, and several other relevant utilization statistics. iDock will keep abreast of usage levels and any potential need for additional WAN resources to provide all users with a superior experience.

*City Approvals* - The network design will be presented to the City of Long Beach in detail for the appropriate review and approval, including the issuance of any required permits.

**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



Proposed Network Design

The proposed network design includes *proposed locations for all hardware and equipment* and *schematic diagrams depicting service coverage areas* in the Marinas.

**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



**Alamitos Bay Marina**

Our network placement concept is depicted in the graphic located below. Four broadcast locations are envisioned – one base station and three repeater stations connected to the base station via WDS bridging.

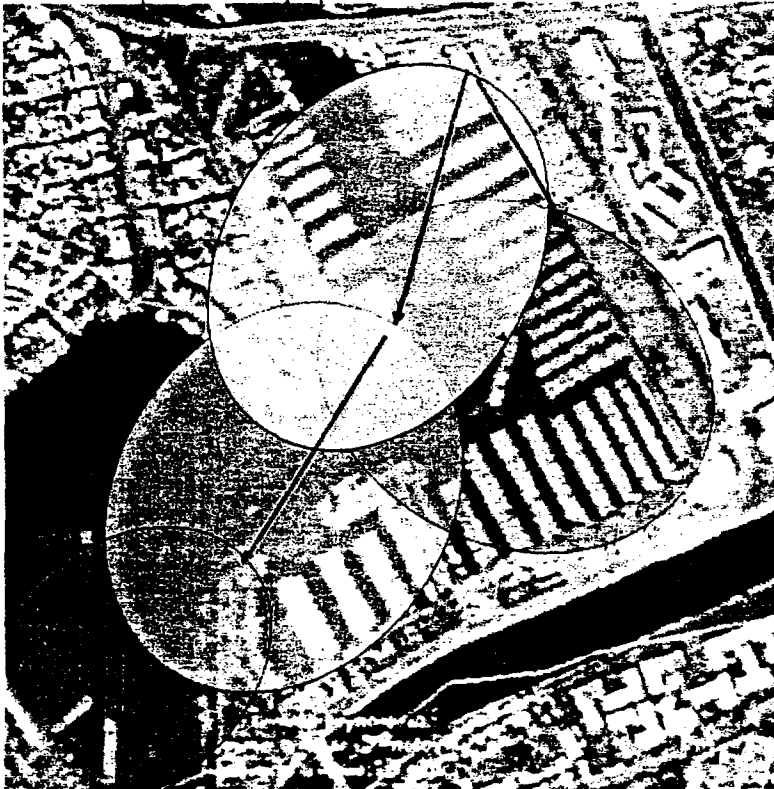
*Base Station Location* -- iDock suggests establishing a base station at the Marina Shipyard at 6400 Marina Drive. This location presents the best connectivity to broadband services and good point to point visibility for repeater stations. Alternatively the Alamitos Bay Marina Center building could be a base location with a fixed wireless broadband solution for Internet connectivity.

*Repeater Stations* – restroom building roofs in Basins 1, 2 and 3, or alternatively at Seal Beach Yacht Club, Long Beach Yacht Club and Harbor Masters buildings.

**Channel representation**

Channel 1 Purple (Broadcast) Channel 5 Red (Backhaul) Channel 6 Green (Broadcast)

**Alamitos Bay Marina Deployment**



**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



**Shoreline and Rainbow Bay Marinas**

Our network placement concept is depicted in the graphic located below. Four broadcast locations are envisioned – one base station and three repeater stations connected to the base station via WDS bridging.

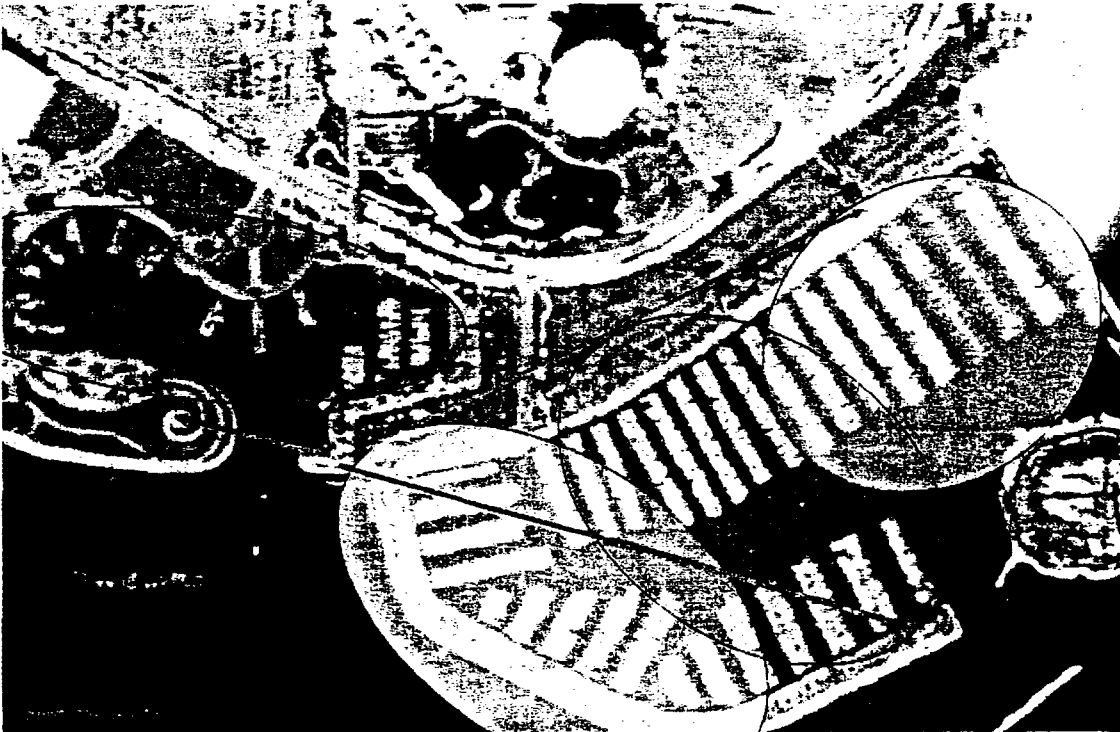
*Base Station Location* – Marina office at 450 E. Shoreline Dr. is a preferred location. From this roof good point to point visibility to repeater stations exists for both Shoreline and Rainbow Harbor Marinas.

*Repeater Stations* – restroom building roofs at dock DD, T and atop the Lyon's lighthouse. Alternatively if the lighthouse is not an option than a base station can be established at Rainbow Harbor at the Rainbow Marina office roof and repeater station can be established in the vicinity of the Pine Avenue Pier.

**Channel representation**

Channel 1 Purple (Broadcast) Channel 6 Red (Backhaul)

**Shoreline and Rainbow Bay Marinas**



**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



Project Management and Installation

iDock has a detailed Project Management methodology that provides for a short installation schedule, typically eight weeks from start to finish, and is geared toward minimizing impacts on the marina and its customers (the longest interval is the ordering of the Internet service, the time of delivery of which is always uncertain until the time of order). The following is a basic project plan for the proposed Marinas Wireless Internet system deployment.

*Staging & Setup* - iDock will test and pre-configure as much equipment and hardware as possible before shipping, but some site specific configuration will need to be accomplished by the iDock field engineers and installation team. All necessary equipment will be on site for installation of physical modules, assembly of network components, configuration of Access Points and testing where appropriate.

*System Deployment* - System deployment is comprised of three primary tasks; install the Access Points, deploy the networking equipment (including the access control device), and connect, configure and check basic WAN connectivity. After the Cat5 and fiber is pulled in, the ends must be terminated, the equipment racks installed, the firewall and router equipment racked, AC power addressed and the APs installed.

*Configuration and Provisioning* - iDock will configure the Wi-Fi system, and ultimately connect the WAN connection to the back-end billing system. During this phase, back-end network servers that perform authentication, authorization, accounting, roaming and network management will be specifically configured for the Long Beach Marina Wi-Fi system. iDock will also configure the access control device and set up localized accounting support and other essential on-site networking functions. WAN circuit provisioning will coincide with system implementation.

*iDock Documentation* - All network design information will be incorporated into the Site Survey Document and the Master Site Record Document. The Site Survey Document specifies signal propagation and performance and clearly delineates the AP locations and coverage patterns. It will be used as the primary support document for the system design and installation. The Master Site Record will ultimately contain all pertinent system data; essentially the "as-built" record. Complete copies will be provided to the City and kept on file with iDock.

*Testing* - Any required cable is tested first and certified by the installer as meeting all appropriate specifications. Networking components are then connected and tested for functionality. After WAN connectivity is established and verified, routine system level functionality is tested. On site testing will consist of connectivity testing, load testing and roaming testing. In addition, there will be end-to-end testing of the back-end processes. Integration into the Network Operating Center (NOC) will be performed as soon as the performance of the entire system is confirmed.

**EXHIBIT "C"**  
**DEPLOYMENT PLANS, EQUIPMENT, SCOPE**



*Acceptance* - After thorough testing, the NOC will acknowledge acceptance of the installation. The Wi-Fi system will be considered a production installation and ready for commercial launch.

Customer Care and Network Support

Many companies can build an 802.11 wireless network; very few have the capabilities to effectively serve customers in a large public venues such as marinas. The companies that succeed in providing Wireless Internet Service will be those that provide outstanding operational support systems (NOC, customer call center and billing services). The successful launch of any new product or service, particularly a technology-based service such as Wireless Internet Service, needs to provide a "hassle free" customer experience. The iDock philosophy is to provide the customer with choice, convenience, and control of the Wi-Fi experience.

The iDock customer service program recognizes that the Marinas wireless network will serve multiple client types. Subscribers, transients and various marina-based businesses who may utilize the Wireless Internet Service. iDock provides 24x7x365 customer service via our own Network Operations Center (NOC) and a Customer Contact/Call Center in Warwick, Rhode Island. iDock does not outsource or 'offshore' any of our support services. Upon award of the proposal, iDock will hire local support for 24 hour on-site break/fix support.

iDock is offering a fully managed and supported Wi-Fi service. All publicly addressable network devices will be continuously monitored. For network issues requiring dispatch, iDock will deploy its certified personnel to respond to the network or equipment trouble.

For Wireless Internet Service users needing personalized support, iDock offers a fully staffed Help Desk, available 24 hours a day, seven (7) days a week from our Network Operations Center in Warwick, Rhode Island, via iDock's toll-free help line.

Network Operations Center

The WLAN system requires a proactive "real time" monitoring, maintenance and repair program to ensure maximum network uptime. The iDock Network Operations Center (NOC) provides these services on a 24x7x365 coverage basis using state-of-the-art systems and software operated by technicians trained to respond quickly and effectively to all related issues surrounding the service. The NOC maintains remote network access to all network components and continuously monitors these components via industry standard monitoring tools including HP OpenView and Big Brother to collect ICMP, SNMP, and log data to ensure proper functionality. In addition, our NOC uses proprietary tools to verify proper login/logout operation from inside each location in order to verify service availability to the customer. Using remote access, the NOC can dynamically reconfigure the network to re-route traffic if required. If issues cannot be resolved remotely, the NOC will escalate



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and dispatch maintenance technicians to the marina to perform 'break/fix' services when required. All events are captured in a trouble ticketing system for historical and reporting purposes.

Along with network services, iDock provides contact/call center services to the marina user with a variety of tools to ensure customer satisfaction and optimal utilization of the Wi-Fi network.

Customer Contact/Call Center Functions

The iDock Customer Contact/Call Center provides the customer with multiple contact points to provide rapid support and ongoing provisioning services. The iDock call center offers full 24x7x365 coverage and is equipped to deliver the following capabilities:

*Complete Technical Support for*

- Log-in related questions
- Connectivity issues (e.g., network or coverage problems)
- Installation of their manufacturer or ISP's client software and related network configuration issues
- Customer inquiries regarding coverage, compatibility, specifications and information on pricing, roaming partners, etc.
- Manage special promotional offers and customer requests
- Resolve billing and other questions related to roaming relationships with WISPs

Billing System

iDock offers a fully functional billing system. The billing system is securely tied to a credit card transaction gateway to automatically process real time transactions and reoccurring subscription transactions. The billing system can handle multiple credit card transaction gateways and multiple merchant accounts as well as domestic and foreign credit cards. User accounts that trigger unusual credit card statuses are processed differently to ensure customer satisfaction and minimize fraud.

When a user authorizes a credit card charge, the billing system sends them a confirmation email. It records all user transactions and enables credit card adjustments. Our customer service representatives have access to the user's transaction and usage activity in order to provide complete customer account support.

Clearinghouse

iDock provides all functions necessary to support Wi-Fi system access for our roaming partners. Detailed usage logs and reports are provided for account reconciliation, billing and settlement.

Reporting

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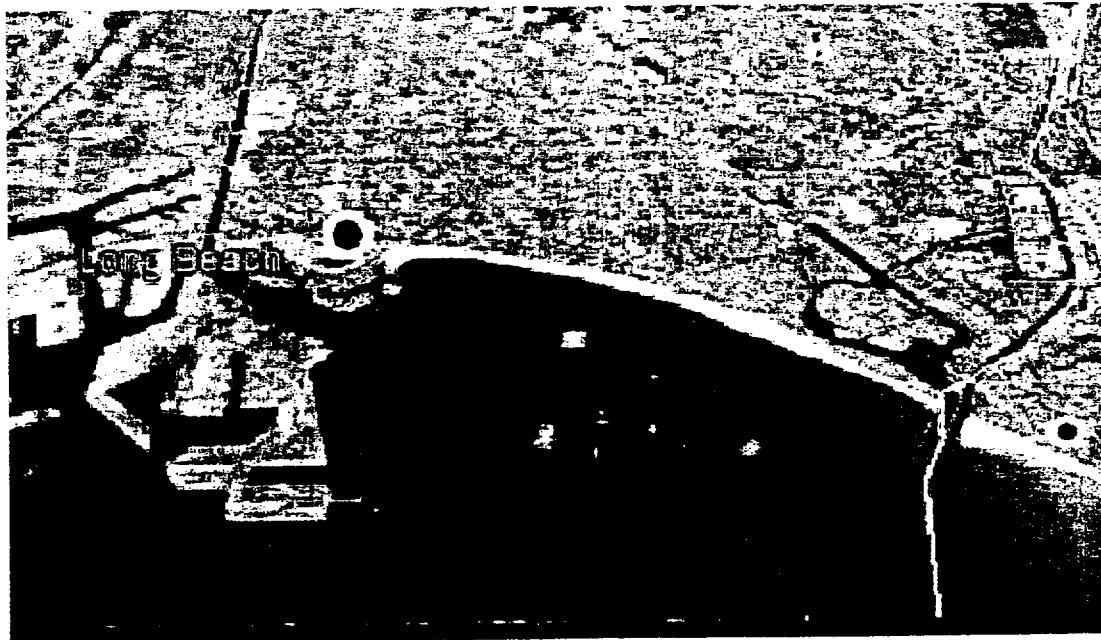
Proposal to

**City of Long Beach**

Department of Parks, Recreation & Marine

for

Marina Wireless Internet Service



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September 2, 2004

Mr. Mark Sandoval  
Manager of Marinas and Beaches  
City of Long Beach  
Department of Parks, Recreation and Marine  
205 Marina Drive  
Long Beach, CA 90803

RE: WIRELESS INTERNET PROGRAM

Dear Mr. Sandoval:

iDock is excited to present the enclosed proposal for Wireless Internet Service at the City of Long Beach's marinas. We believe that demand for secure, reliable broadband Internet access in the marinas will experience significant growth in the coming years and look forward to partnering with you to ensure that this important service is fully supported and available to all of your users.

iDock, a subsidiary of ICOA, Inc. a publicly traded OTC corporation ([www.icoacorp.com](http://www.icoacorp.com)), possesses a seasoned management team and technical organization with years of experience deploying, operating and supporting Wi-Fi networks in complex public facilities. If iDock is selected to deploy the marina Wi-Fi network, joining me in the deployment effort will be John Krabbenschmidt, Director of Engineering for ICOA, Inc., our corporate parent, and Martin Lendway, member of our company's Technical Team. Both John and Martin have exceptional Wi-Fi network deployment credentials, having been responsible for some of the more visible field Wi-Fi efforts undertaken by Cometa Networks, and Airport Network Solutions. On the business side, Pamela Brown and Dennis diBattista round out the administrative and contractual side of our business.

We realize that a marina is a very unique business and technical environment. The demands of providing Wi-Fi services here require a specialized focus, especially when it comes to designing and supporting a Wi-Fi network that can securely and efficiently support all users, whether slip holders, transient mariners or commercial businesses. iDock brings the City of Long Beach a proven track record in the design, installation, management, operation and support of Wireless Internet Services in marinas.

iDock Internet services will be available to Long Beach marina patrons throughout the harbor complex(es). Areas where this service will be available include boat slips, offices and common

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areas, as detailed in the attached proposal. The technology being deployed is approved by the FCC and requires no license if deployed within FCC guidelines.

In each of the designated marinas, iDock will provide complete design, deployment, management, operation and full support of an 802.11 Wi-Fi network, including all hardware, equipment, installation and cabling, at no cost to the City of Long Beach. Our turnkey approach allows marina operators to offer reliable broadband Internet services to boaters and marina-based businesses 24 hours a day, 7 days a week - without taking on any of the capital expense, technical or operational requirements. iDock will also make Wireless Internet Service available to the City of Long Beach at no cost, should the City elect to utilize wireless devices to support its operations, maintenance or patrol efforts.

With several service plans available able to serve subscribers, transients and commercial users, iDock meets the needs of all your harbor constituents. Advanced roaming capabilities means iDock can offer Long Beach subscribers access to over 70 other marinas across the US at no additional charge. Our goal is to give Long Beach marine customers as many choices as possible for wireless Internet services, while first and foremost, providing the best possible Wi-Fi service and support to your customers, 24 hours a day, 7 days a week. Our suite of customer care and support services includes 24 hour live customer care from our own Rhode Island call center.

iDock is offering the City a revenue share of 10% of all revenues for Wireless Internet Service from subscribers, transient users and harbor based businesses in year 1. This percentage increases to 12% and 15% in years two and three. This represents a projected payments of approximately \$35,000 to the City over the term of the 3 year contract.

iDock hereby acknowledges receipt of the Marina Wireless Internet Service RFP and its addenda, is fully prepared to accept the terms and conditions of the RFP, and will work with the City to define contract terms and conditions, as called for in the RFP.

We look forward to the prospect of working with the City of Long Beach to ensure that this valuable customer service is quickly and effectively deployed throughout your marinas. Please contact me at (805) 469-1936 if you have questions or require additional information.

Sincerely,

Michael Taylor  
President, iDock  
A wholly owned subsidiary of ICOA, Inc.

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Proposal to

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**Department of Parks, Recreation & Marine**

for

**Marina Wireless Internet Service**

iDock USA.com  
3639 Harbor Drive  
Ventura, CA 93001  
www.iDock.com

iDock USA  
Marina Wireless Internet Service Proposal  
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Phone (805) 469-1936  
Fax (401) 352-2323

Contact – Mike Taylor  
mike@iDock.com



## Proposal for Marina Wireless Internet Service

### City of Long Beach

### Department of Parks, Recreation & Marine

#### Proposer Information:

Company Name	<u>iDock USA, a wholly owned subsidiary of ICOA, Inc.</u>
Street Address	<u>3639 Harbor Drive</u>
City, State, Zip	<u>Ventura, California 93001</u>
Principal Contact	<u>Mike Taylor</u>
Title	<u>General Manager</u>
Phone Number	<u>(805) 469-1936</u>
Fax Number	<u>(401) 352-2323</u>
e-mail	<u>mike@iDock.com</u>

A complete description of key personnel, including title, and resume, is included in the Appendix.

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**Statement of Qualifications**

iDock is a service company that primarily offers "Internet at the dock" for yacht clubs, marinas, harbors and the boating community. This is accomplished by installing a wireless broadcast that lights up the harbor and the surrounding area or "Hot Zone". Service is compliant with the Wireless Fidelity (Wi-Fi) standard of IEEE 802.11b high-speed wireless data technology and FCC Part-15 Regulations.

Our systems are designed to provide coverage and allow expansion over challenging deployments and topography. Our experience deploying wireless networks over large bodies of water coupled with our experience providing technical support to a large range of client computers makes us unique as a Wireless Internet Service Provider (WISP). We understand what it takes to deploy a new technology and make it work. Our systems are designed to be expanded and upgraded as demand increases.

We have chosen marina and harbor locations as our primary focus. Internet access is becoming an increasingly important requirement in our lifestyles and our customers tell us it's important to have this service on their boats as well. In addition, the marine environment is not friendly to wired communication services and can be a source of frustration for those using it. iDock is able to provide our customers with a true broadband connection to the Internet, a connection that is dependable, and service support that is accountable.

Although marinas and harbors are excellent locations for our services, we understand the need to educate boaters and other users of this new technology. The Wi-Fi industry promises high growth in the next three years with the number of commercial Hot Spots totaling more than 150,000 locations and millions of users. iDock customers will benefit from this growth.

iDock has operated for over two years and is one of the most experienced companies in the industry. We are the leader on the California Coast for marine-based operations. Together with our partner, Broadband Express who provides services in the Northwest, iDock customers can enjoy roaming privileges from San Diego to British Columbia.

Please visit our website at [www.iDock.com](http://www.iDock.com) for additional information.



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**Corporate History**

iDock was founded in early 2002 by Mike Taylor and his partner Joe Kerrigan. Mike's background in information technology and his passion for boating gave him a complete understanding of the unique requirements and challenges in providing broadband to the marina community. iDock focuses on high-speed Internet service to monthly and on-demand subscribers, and currently provides complete Wireless Internet Services to over 28 marinas across the United States. The iDock network currently addresses over 20,000 slips and processes more than 12,000 customer transactions per month. A complete of those locations where we have installed network infrastructure appear elsewhere in this proposal.

In each of these marinas iDock provided complete design, deployment and installation of the network. Post installation, iDock provides all ongoing management, operation and full support of the 802.11 Wi-Fi network, serving the needs of slip holders and transient mariners 24 hours a day, 7 days a week.

iDock was recently acquired by ICOA, Inc., an OTC traded Nevada corporation, formed in 1983, with headquarters in Warwick, Rhode Island ([www.icoacorp.com](http://www.icoacorp.com)). ICOA is a provider of broadband Internet access solutions in high traffic public locations and currently provides operation and support for over 450 Wi-Fi networks in airports, restaurants, hotels, marinas and other complex public venues across the country. For the quarter ended June 30, 2004, the company generated revenue of \$338,389, and had cash on hand of \$410,932 and total assets of \$1,861,993. Complete results can be found in the company's Form 10-QSB filed with the Securities and Exchange Commission.

ICOA's state-of-the-art back-office operations bring iDock seamless support for its networks and customers 24x7x365, and its strong portfolio of airport, metro and quick service restaurant locations has resulted in network roaming and integration relationships unavailable to stand-alone providers.

The Wi-Fi industry has developed over the last three years such that the commercially promising locations are concentrated in specific verticals, each with a separate business strategy. We have found these to be Airport locations, Fast Casual and Quick Service Restaurants, Hospitality Venues, and Marinas. As the parent company of iDock, ICOA, Inc. provides Wi-Fi services to all these venues.

iDock, with complete support from ICOA, Inc., has the experience and capability needed to provide the full range of services detailed in the Scope of Work for this RFP.

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**Project Approach**

This Project Approach is intended to illustrate iDock's understanding of the scope of work and the technological and operational requirements necessary to offer reliable, secure Wireless Internet Service in marinas. It also details our approach and vision for providing Wireless Internet Services at the Alamitos Bay, Shoreline and Rainbow Harbor Marina areas (the Marinas), including: Project Overview, Network Technology and Design, Project Management, Installation Timeline, Pricing and Revenue Share, Customer Care and Network Support.

In each of the designated marinas, iDock will provide complete design, deployment, management, operation and full support of an 802.11 Wi-Fi network, including all hardware, equipment, installation and cabling, at no cost to the City of Long Beach. Our turnkey approach will allow the City to offer reliable broadband Internet services to boaters and marina-based businesses 24 hours a day, 7 days a week - without taking on any of the capital expense, technical support, operational requirements or billing systems. iDock will also make Wireless Internet Service available to the City of Long Beach at no cost, should the City elect to utilize wireless devices to support its operations, maintenance or patrol efforts.

With several service plans available to subscribers, transients and commercial users, iDock meets the needs of all marina constituents. Advanced roaming capabilities means iDock can offer Long Beach subscribers access to over 70 other marinas across the US at no additional charge. Our goal is to give Long Beach marine customers as many choices as possible for wireless Internet services, while first and foremost, providing the best possible Wi-Fi service and support to your customers, 24 hours a day, 7 days a week. Our suite of customer care and support services includes 24 hour live customer care from our own Rhode Island call center.

**Project Overview**

iDock has performed a survey of Alamitos Bay, Shoreline and Rainbow Harbor Marina areas, and offers here our proposed network deployment. These deployment details are derived from the observations and research into broadband Internet availability at locations around the Marinas. If selected as the City's marina Wi-Fi provider, we understand that our deployment plan will require City approval, and therefore we expect to change and adapt our plan as needed to conform to City requirements and suggestions.

For the purposes of this proposal, Wi-Fi is defined as the 802.11b IEEE standard. Network elements proposed by iDock are specified to transmit data over radio signals operating in the 2.4GHz frequency band, with data throughput rates of up to 11Mbps. Users of the network will access the network via 802.11b wireless cards installed in their computing devices, or 802.11b access devices connected to their USB ports. Ethernet will be the broadcast protocol. The 802.11b standard has been selected because of the greater signal propagation inherent in the 2.4 GHz frequency band,

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particularly in an "outdoor" environment, and the fact that the presence of any "802.11b" client device in the area will cause all throughput to conform to the 11Mbps standard.

To deliver coverage to the targeted areas, iDock proposes a solution that incorporates a hardware platform built by the broadband-on-demand industry's leading technology enablers, and a software "clearing house" developed by iDock's parent company from easily programmable, off-the-shelf applications customized to deliver faultless transactions processing and on-demand usage reporting.

As previously stated, the turnkey system proposed by iDock will operate in the 2.4GHz frequency band, and conform to the IEEE 802.11b standard. The 802.11b standard features data throughput rates of 11Mbps. Actual throughput rates between Wi-Fi access points and switches and customer client devices vary greatly, with speeds determined by distances traveled, signal level interferences, and output power tolerances of both the broadcasting Wi-Fi equipment and the signal-receiving client card. iDock has based its conceptual design such that connection speeds between the Wi-Fi equipment and a prospective client device are no less than 250Kbps in the targeted coverage area. The expected coverage area can be seen in the ensuing topographic images.

iDock system requirements have two main components. High quality connectivity to a high-speed Internet connection, together with secure locations on which base and repeater stations can be mounted to provide a broadcast platform that is optimum for user coverage patterns.

Base station and repeater stations radios are placed in NEMA enclosures and located in close proximity to the directional antennas they serve. Directional antennas help control background noise and provide clear, clean connectivity for client adapters.

Our approach to serving the municipal marina assets owned by the City of Long Beach is to treat Alamitos Bay Marina as a single network, and the Shoreline and Rainbow Bay Marinas together as a single network. Each "marina network" will be served by a base station unit, into which a high-speed Internet connection will be fed. This base station in turn will communicate to three repeater stations. In each case, a total of four network points-of-presence will serve each marina network.

Alamitos Bay Marina

Base Station - iDock suggests establishing a base station at the Marina Shipyard at 6400 Marina Drive. This location presents the best connectivity to broadband services and good point to point visibility for repeater stations. Alternatively the Alamitos Bay Marina Center building could be a base location with a fixed wireless broadband solution for Internet connectivity.

Repeater Stations – restroom building roofs in Basins 1, 2 and 3, or alternatively at Seal Beach Yacht Club, Long Beach Yacht Club and Harbor Masters buildings.

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Shoreline and Rainbow Bay Marinas

Base Station – Marina office at 450 E. Shoreline Dr. is a preferred location. From this roof good point to point visibility to repeater stations exists for both Shoreline and Rainbow Harbor Marinas.

Repeater Stations – restroom building roofs at dock DD, T and atop the Lyon’s lighthouse. Alternatively if the lighthouse is not an option than a base station can be established at Rainbow Harbor at the Rainbow Marina office roof and repeater station can be established in the vicinity of the Pine Avenue Pier.

The *proposed locations for all hardware and equipment and schematic diagrams depicting service coverage areas* follow in the *Proposed Network Design* section.

Network Technology and Design

iDock will provide all necessary resources to deploy, maintain and operate a first class 802.11 Wi-Fi network in the designated areas of the Marinas, capable of securely and efficiently supporting Wi-Fi access for slip holders, transients and marina-based businesses. Wi-Fi coverage will be provided throughout the public areas of the marina, as approved by the Authority.

The network itself is completely interoperable with any Wi-Fi certified 802.11g/b network device. It is scalable, secure, reasonably fault tolerant, and has excess capacity that can be used to accommodate future growth and marine operations. It is also designed to meet or exceed future technology needs, as dictated by the continually evolving standards bodies, including the recently adopted 802.11g standard. The addition of future technologies is inherently supported by the system, and easily performed to enhance the services that will be offered at the Marinas.

The iDock network provides secure and system transparent access to the Internet. It supports any user type and any access method (wired or wireless) without the need for the user to make configuration changes to the client computer. Regardless of whether the client computer has a statically assigned address or is configured for DHCP, our system will deliver true “plug-and-play” connectivity to the Internet. As an added security measure, it prevents Layer 2 communication between devices on the same network. Users of our network are not required to load any additional software or clients to access the Internet.

Network Design

*Site Survey* - iDock has performed a Site Survey of the designated marina coverage areas. This includes testing the overall performance and propagation characteristics of the 802.11 signal throughout covered areas by broadcasting 2.4GHz signals and analyzing the reception of those signals with wireless devices. Special equipment is used to position Access Points (APs) in the

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designed locations for observation and measuring of a live data stream. The shape and dimensions of the various facilities and other factors affects the performance of RF devices, and hence, the design of the wireless portion of the marina networks. The data collected helps to determine optimal placement of APs based upon coverage and propagation performance, limitations of the physical environment, and proximity to other pertinent infrastructure.

*Hardware and Equipment* - The installed iDock Wi-Fi system consists of 802.11b wireless Access Points connected to a standard 100 Mb LAN infrastructure. The wireless APs provide 2.4gigahertz spread spectrum radio connections to 802.11g and 802.11b Wi-Fi capable portable devices, such as laptops, PDA's, and other handheld devices.

This infrastructure is ultimately connected to an access control device that provides secure authentication, accounting and billing information, and regulates access to the Internet. No user may access the Internet without appropriate access authorization. The access control device is connected into a WAN router, which is in turn connected to the Internet.

All of iDock's Wi-Fi switches have local intelligence that allows them to operate as stand-alone systems with multiple levels of security — TKIP for Wi-Fi level encryption; IEEE 802.1x for authentication and access control; and VPN pass through and termination - are built in to the various components. The very nature of public Wi-Fi systems are such that public-side access is open and easy. The access control device will allow users to easily connect to the network, while preventing a physical layer connection to all users who do not comply with imposed authentication requirements.

*Network Architecture* - The back office system provides authentication for any user who tries to access the installed Wi-Fi system. It is also the central repository for billing start/stop records that are later batch processed for billing and the site where roaming authentication takes place.

*Connectivity* – iDock will be responsible for ordering and installing high-speed Internet service in support of the wireless network. It is important to note that all system components (including the WAN connection) are constantly measured by the iDock Network Operations Control (NOC) center for capacity utilization, and several other relevant utilization statistics. iDock will keep abreast of usage levels and any potential need for additional WAN resources to provide all users with a superior experience.

*City Approvals* - The network design will be presented to the City of Long Beach in detail for the appropriate review and approval, including the issuance of any required permits.

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Proposed Network Design

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**Alamitos Bay Marina**

Our network placement concept is depicted in the graphic located below. Four broadcast locations are envisioned – one base station and three repeater stations connected to the base station via WDS bridging.

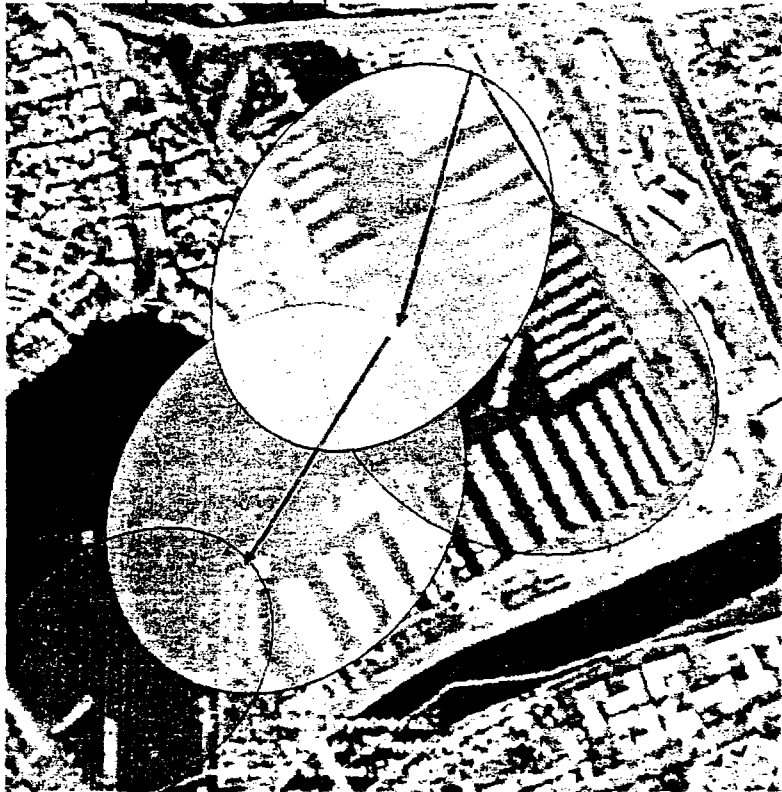
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*Repeater Stations* – restroom building roofs in Basins 1, 2 and 3, or alternatively at Seal Beach Yacht Club, Long Beach Yacht Club and Harbor Masters buildings.

Channel representation

Channel 1 Purple (Broadcast) Channel 2 Red (Backhaul)

**Alamitos Bay Marina Deployment**



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**Shoreline and Rainbow Bay Marinas**

Our network placement concept is depicted in the graphic located below. Four broadcast locations are envisioned – one base station and three repeater stations connected to the base station via WDS bridging.

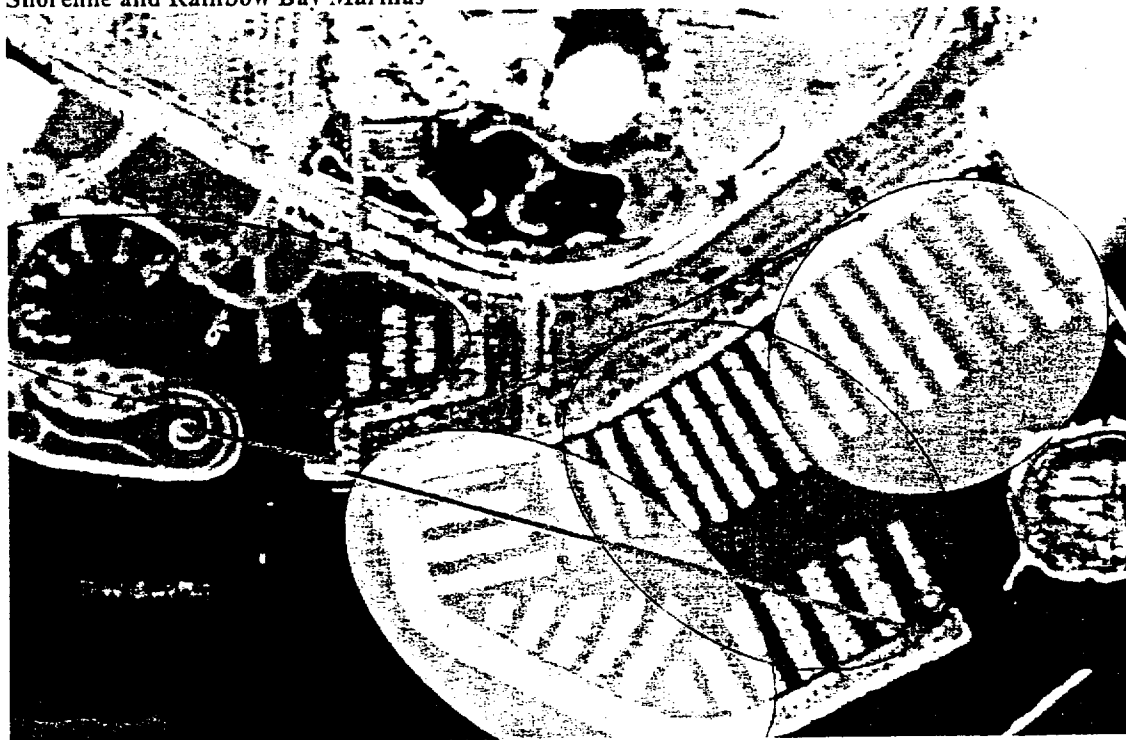
*Base Station Location* – Marina office at 450 E. Shoreline Dr. is a preferred location. From this roof good point to point visibility to repeater stations exists for both Shoreline and Rainbow Harbor Marinas.

*Repeater Stations* – restroom building roofs at dock DD, T and atop the Lyon's lighthouse. Alternatively if the lighthouse is not an option than a base station can be established at Rainbow Harbor at the Rainbow Marina office roof and repeater station can be established in the vicinity of the Pine Avenue Pier.

**Channel representation**

Channel 1 Purple Broadcast Channel 6 Red Broadcast

**Shoreline and Rainbow Bay Marinas**





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Project Management and Installation

iDock has a detailed Project Management methodology that provides for a short installation schedule, typically eight weeks from start to finish, and is geared toward minimizing impacts on the marina and its customers (the longest interval is the ordering of the Internet service, the time of delivery of which is always uncertain until the time of order). The following is a basic project plan for the proposed Marinas Wireless Internet system deployment.

*Staging & Setup* - iDock will test and pre-configure as much equipment and hardware as possible before shipping, but some site specific configuration will need to be accomplished by the iDock field engineers and installation team. All necessary equipment will be on site for installation of physical modules, assembly of network components, configuration of Access Points and testing where appropriate.

*System Deployment* - System deployment is comprised of three primary tasks; install the Access Points, deploy the networking equipment (including the access control device), and connect, configure and check basic WAN connectivity. After the Cat5 and fiber is pulled in, the ends must be terminated, the equipment racks installed, the firewall and router equipment racked, AC power addressed and the APs installed.

*Configuration and Provisioning* - iDock will configure the Wi-Fi system, and ultimately connect the WAN connection to the back-end billing system. During this phase, back-end network servers that perform authentication, authorization, accounting, roaming and network management will be specifically configured for the Long Beach Marina Wi-Fi system. iDock will also configure the access control device and set up localized accounting support and other essential on-site networking functions. WAN circuit provisioning will coincide with system implementation.

*iDock Documentation* - All network design information will be incorporated into the Site Survey Document and the Master Site Record Document. The Site Survey Document specifies signal propagation and performance and clearly delineates the AP locations and coverage patterns. It will be used as the primary support document for the system design and installation. The Master Site Record will ultimately contain all pertinent system data; essentially the "as-built" record. Complete copies will be provided to the City and kept on file with iDock.

*Testing* - Any required cable is tested first and certified by the installer as meeting all appropriate specifications. Networking components are then connected and tested for functionality. After WAN connectivity is established and verified, routine system level functionality is tested. On site testing will consist of connectivity testing, load testing and roaming testing. In addition, there will be end-to-end testing of the back-end processes. Integration into the Network Operating Center (NOC) will be performed as soon as the performance of the entire system is confirmed.

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*Acceptance* - After thorough testing, the NOC will acknowledge acceptance of the installation. The Wi-Fi system will be considered a production installation and ready for commercial launch.

Customer Care and Network Support

Many companies can build an 802.11 wireless network; very few have the capabilities to effectively serve customers in a large public venues such as marinas. The companies that succeed in providing Wireless Internet Service will be those that provide outstanding operational support systems (NOC, customer call center and billing services). The successful launch of any new product or service, particularly a technology-based service such as Wireless Internet Service, needs to provide a "hassle free" customer experience. The iDock philosophy is to provide the customer with choice, convenience, and control of the Wi-Fi experience.

The iDock customer service program recognizes that the Marinas wireless network will serve multiple client types. Subscribers, transients and various marina-based businesses who may utilize the Wireless Internet Service. iDock provides 24x7x365 customer service via our own Network Operations Center (NOC) and a Customer Contact/Call Center in Warwick, Rhode Island. iDock does not outsource or 'offshore' any of our support services. Upon award of the proposal, iDock will hire local support for 24 hour on-site break/fix support.

iDock is offering a fully managed and supported Wi-Fi service. All publicly addressable network devices will be continuously monitored. For network issues requiring dispatch, iDock will deploy its certified personnel to respond to the network or equipment trouble.

For Wireless Internet Service users needing personalized support, iDock offers a fully staffed Help Desk, available 24 hours a day, seven (7) days a week from our Network Operations Center in Warwick, Rhode Island, via iDock's toll-free help line.

Network Operations Center

The WLAN system requires a proactive "real time" monitoring, maintenance and repair program to ensure maximum network uptime. The iDock Network Operations Center (NOC) provides these services on a 24x7x365 coverage basis using state-of-the-art systems and software operated by technicians trained to respond quickly and effectively to all related issues surrounding the service. The NOC maintains remote network access to all network components and continuously monitors these components via industry standard monitoring tools including HP OpenView and Big Brother to collect ICMP, SNMP, and log data to ensure proper functionality. In addition, our NOC uses proprietary tools to verify proper login/logout operation from inside each location in order to verify service availability to the customer. Using remote access, the NOC can dynamically reconfigure the network to re-route traffic if required. If issues cannot be resolved remotely, the NOC will escalate

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and dispatch maintenance technicians to the marina to perform 'break/fix' services when required. All events are captured in a trouble ticketing system for historical and reporting purposes.

Along with network services, iDock provides contact/call center services to the marina user with a variety of tools to ensure customer satisfaction and optimal utilization of the Wi-Fi network.

Customer Contact/Call Center Functions

The iDock Customer Contact/Call Center provides the customer with multiple contact points to provide rapid support and ongoing provisioning services. The iDock call center offers full 24x7x365 coverage and is equipped to deliver the following capabilities:

*Complete Technical Support for*

- Log-in related questions
- Connectivity issues (e.g., network or coverage problems)
- Installation of their manufacturer or ISP's client software and related network configuration issues
- Customer inquiries regarding coverage, compatibility, specifications and information on pricing, roaming partners, etc.
- Manage special promotional offers and customer requests
- Resolve billing and other questions related to roaming relationships with WISPs

Billing System

iDock offers a fully functional billing system. The billing system is securely tied to a credit card transaction gateway to automatically process real time transactions and reoccurring subscription transactions. The billing system can handle multiple credit card transaction gateways and multiple merchant accounts as well as domestic and foreign credit cards. User accounts that trigger unusual credit card statuses are processed differently to ensure customer satisfaction and minimize fraud.

When a user authorizes a credit card charge, the billing system sends them a confirmation email. It records all user transactions and enables credit card adjustments. Our customer service representatives have access to the user's transaction and usage activity in order to provide complete customer account support.

Clearinghouse

iDock provides all functions necessary to support Wi-Fi system access for our roaming partners. Detailed usage logs and reports are provided for account reconciliation, billing and settlement.

Reporting

iDock USA  
Marina Wireless Internet Service Proposal  
City of Long Beach

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iDock has developed a rich series of reports that allow our marina partners to analyze usage trends and profiles in their locations. Reports show usage activity by time, logins, and unique users at each distinct location.

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**Key Personnel Matrix**

<u>Name</u>	<u>Project Role</u>	<u>% of Participation</u>
Mike Taylor	Project Management	100%
John Krabbenschmit	Engineering & Installation	80%
Martin Lendway	Field Installation & Deployment	15%
Pamela Brown	Sales and Business Development	20%
Dennis diBattista	Sales & Contract Administration	10%

iDock has all of the resources it needs in order to engineer, furnish, install and support this network. However, should iDock be selected as the City's Marina Wi-Fi provider we would seek to hire a local support person to provide day-to-day and immediate response network trouble resolution and on-site customer care.

Brief professional statements for each of the people identified above are included in the Appendix.

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**Pricing Structure**

iDock offers a number of convenient rate plans for marina users. Our most popular rate plans are unlimited monthly subscription, and unlimited daily use (24-hour period). The iDock price sheet is duplicated here and incorporated into our formal submittal. The price sheet is available on-line at the following URL: <http://www.iDock.com/pricing.htm>. If selected to provide service at municipally owned marinas in the City of Long Beach, these posted prices will remain in effect.

**Subscription Plans**

	<b>Monthly</b>	<b>3 Months</b>	<b>6 Months</b>	<b>12 Months</b>
<b>Surfing</b> - Our most popular wireless broadband solution. Unlimited access for a single computer and user. Access the internet at speeds up to ten times dial-up. Renews automatically.	\$29.95 (3 month minimum)	\$79.95	\$159.95	\$299.95
<b>Cruising</b> - Unlimited access for up to three computers. Designed for users with more than one computer requiring access to the internet. Renews automatically.	\$59.95 (3 month minimum)	\$159.95	\$319.95	\$599.95

**Pay As You Go Plans**

	<b>1 Day</b>	<b>5 Day</b>	<b>10 Day</b>	<b>30 Day</b>
<b>Pay As You Go</b> - Unlimited access for a single user. Log as many times as you wish. Renewable at user's request.	\$7.95	\$19.95	\$29.95	\$49.95

**Equipment**

Equipment prices do not include shipping costs or taxes.

PCMCIA Card 200 mWatt	\$ 100.00
USB Device	\$ 100.00
Ethernet Network Adapter	\$ 200.00

**Installation**

iDock personnel will install equipment and test connection. This requires 2-10 days to setup an appointment. Cost is \$45.00 per hour. Minimum charge of \$45.00 per visit.

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Revenue Sharing Structure

*Usage Forecast* - iDock believes in the market for WLAN services; however, we remain conservative in our forecast and business modeling. The true target consumer for this service is the monthly slip holder and the daily transient visitor.

The ensuing tables present our forecast of the revenue potential for the Long Beach marinas. iDock tends to be conservative in our modeling, but our projections to date in other venues have been on target. iDock believes that many industry participants over inflate their usage projections in order to make their projected revenue numbers look better in RFP responses. iDock, on the other hand, attempts to maintain reasonable business projections; we prefer to under promise and out perform.

Market Size Assumptions and Growth Rate Predictions

Total Slips, Alamitos	1,991
Total Slips, Shoreline	1,844
Total Slips, Rainbow Harbor	103
Total Slips	3,938
Occupancy Projection, Monthly Available	3,347
Monthly Transactions, Target Year 1	201
Growth Rate, Year 2	2%
Growth Rate, Year 3	3%

Targeted Monthly Transactions & Monthly Projected Revenues

	iDock Rates	Distribution	Projected Transactions Per Plan	Projected Monthly Revenue
<b>Surfing</b>				
Monthly	29.95	20.00%	40	\$1,198.00
3-Month	79.95	5.00%	10	\$799.50
6-Months	159.95	0.00%	0	\$0.00
Annual	299.95	0.00%	0	\$0.00
<b>Cruising</b>				
Monthly	59.95	30.00%	60	\$3,597.00
3-Month	159.95	5.00%	10	\$1,599.50
6-Months	319.95	0.00%	0	\$0.00
Annual	599.95	0.00%	0	\$0.00
<b>Pay-As-You-Go</b>				
1-Day	7.95	35.00%	70	\$556.50
5-Day	19.95	5.00%	10	\$199.50
10-Day	29.95	0.00%	0	\$0.00
30-Day	49.95	0.00%	0	\$0.00
			200	\$7,950.00
<b>Average Revenue Per Transaction</b>				<b>\$39.75</b>

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**Revenue Analysis – Total Project**

	Transactions	Monthly Revenues	Revenue Share	Cumulative Project Revenue	Cumulative Revenue to Long Beach	Annual Revenue	Annual Revenue Share
Month 0	0	\$0.00	\$0.00	\$0.00	\$0.00		
Month 1	30	\$1,192.50	\$119.25	\$1,192.50	\$119.25		
Month 2	60	\$2,385.00	\$238.50	\$3,577.50	\$357.75		
Month 3	90	\$3,577.50	\$357.75	\$7,155.00	\$715.50		
Month 4	121	\$4,809.75	\$480.98	\$11,964.75	\$1,196.48		
Month 5	151	\$6,002.25	\$600.23	\$17,967.00	\$1,796.70		
Month 6	181	\$7,194.75	\$719.48	\$25,161.75	\$2,516.18		
Month 7	201	\$7,989.75	\$798.98	\$33,151.50	\$3,315.15		
Month 8	201	\$7,989.75	\$798.98	\$41,141.25	\$4,114.13		
Month 9	201	\$7,989.75	\$798.98	\$49,131.00	\$4,913.10		
Month 10	201	\$7,989.75	\$798.98	\$57,120.75	\$5,712.08		
Month 11	201	\$7,989.75	\$798.98	\$65,110.50	\$6,511.05		
Month 12	201	\$7,989.75	\$798.98	\$73,100.25	\$7,310.03	\$73,100.25	\$7,310.03
Month 13	201	\$7,989.75	\$958.77	\$81,090.00	\$8,268.80		
Month 14	205	\$8,148.75	\$977.85	\$89,238.75	\$9,246.65		
Month 15	205	\$8,148.75	\$977.85	\$97,387.50	\$10,224.50		
Month 16	205	\$8,148.75	\$977.85	\$105,536.25	\$11,202.35		
Month 17	205	\$8,148.75	\$977.85	\$113,685.00	\$12,180.20		
Month 18	205	\$8,148.75	\$977.85	\$121,833.75	\$13,158.05		
Month 19	205	\$8,148.75	\$977.85	\$129,982.50	\$14,135.90		
Month 20	205	\$8,148.75	\$977.85	\$138,131.25	\$15,113.75		
Month 21	205	\$8,148.75	\$977.85	\$146,280.00	\$16,091.60		
Month 22	205	\$8,148.75	\$977.85	\$154,428.75	\$17,069.45		
Month 23	205	\$8,148.75	\$977.85	\$162,577.50	\$18,047.30		
Month 24	205	\$8,148.75	\$977.85	\$170,726.25	\$19,025.15	\$97,626.00	\$11,715.12
Month 25	205	\$8,148.75	\$1,222.31	\$178,875.00	\$20,247.46		
Month 26	207	\$8,228.25	\$1,234.24	\$187,103.25	\$21,481.70		
Month 27	207	\$8,228.25	\$1,234.24	\$195,331.50	\$22,715.93		
Month 28	207	\$8,228.25	\$1,234.24	\$203,559.75	\$23,950.17		
Month 29	207	\$8,228.25	\$1,234.24	\$211,788.00	\$25,184.41		
Month 30	207	\$8,228.25	\$1,234.24	\$220,016.25	\$26,418.65		
Month 31	207	\$8,228.25	\$1,234.24	\$228,244.50	\$27,652.88		
Month 32	207	\$8,228.25	\$1,234.24	\$236,472.75	\$28,887.12		
Month 33	207	\$8,228.25	\$1,234.24	\$244,701.00	\$30,121.36		
Month 34	207	\$8,228.25	\$1,234.24	\$252,929.25	\$31,355.60		
Month 35	207	\$8,228.25	\$1,234.24	\$261,157.50	\$32,589.83		
Month 36	207	\$8,228.25	\$1,234.24	\$269,385.75	\$33,824.07	\$98,659.50	\$14,798.93



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*Revenue Share Structure*

Over the proposed 3-year contract term, iDock will invest approximately \$75,000 in the Wi-Fi networks at the Marinas. This covers all installation costs and connectivity, as well as ongoing maintenance, support and marketing.

*Capital Investment* – The initial capital outlay for design and installation of the Wi-Fi systems is estimated at \$35,000, which includes:

- Equipment and hardware – access points, routers, switches, bridges, access control device
- Software and network configuration
- Cabling and electrical
- Project management and Installation

*Financial Considerations* - While consumer demand for Wi-Fi services is clearly expanding, other factors that impact revenue potential will continue to evolve for some time. Unlike the more mature cellular telephone market, the Wi-Fi industry is in its infancy and market strategies are evolving through trial and error. The volatility of future pricing, particularly as various subscription and membership models are tested in the marketplace, cannot be fully assessed.

The installation and operation of first class Wireless Internet Service, capable of effectively and securely serving the needs of slip holders, transient users and commercial businesses at Long Beach marinas, will require significant financial investment. Accordingly, our revenue sharing model increases over time, as revenues grow over time. iDock is proposing to pay the City of Long Beach a revenue share of 10% of gross revenues generated from Wireless Internet Service at the Long Beach marinas in the first year of the operation, paid monthly according to the stipulations in the RFP, growing to 12% in the second year of the contract, and to 15% in the third year of the contract, again, always paid monthly. This revenue share will apply to all revenue generated from the sale of Wireless Internet Service.

**This represents an estimated revenue contribution of approximately \$34,000 to the City of Long Beach over the proposed contract term.**

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**iDock Locations**

Since its founding in early 2002 iDock has been selected to design, install, operate and support the following marina locations.

**Marina**

Anacapa Isle Marina  
Anacapa Yacht Club  
Bahia Cabrillo Yacht Landing  
Ballena Isle Marina  
Ballena Isle Yacht Club  
Cabrillo Isle Marina  
Channel Islands Boatyard  
Channel Islands Harbor  
Channel Islands Harbor Marina  
Channel Islands Landing  
Channel Islands Yacht Club  
Emery Cove Yacht Harbor  
Emeryville Marina  
Golden Gate Yacht Club  
Jack London Square Marinas  
Marina Bay Yacht Harbor  
Pacific Corinthian Marina  
Pacific Corinthian Yacht Club  
Pierpont Yacht Club  
Peninsula Yacht Anchorage  
Port Royal Marina  
Shelter Cove Marina  
SunRoad Resort Marina  
Treasure Isle Marina  
Ventura West Marina I  
Ventura West Marina II  
Ventura Harbor  
Vintage Marina

**Location**

Channel Islands, CA  
Channel Islands, CA  
Channel Islands, CA  
Alameda, CA  
Alameda, CA  
San Diego, CA  
Channel Islands, CA  
Channel Islands, CA  
Channel Islands, CA  
Channel Islands, CA  
Channel Islands, CA  
Emeryville, CA  
Emeryville, CA  
San Francisco , CA  
Oakland, CA  
Richmond, CA  
Channel Islands, CA  
Channel Islands, CA  
Ventura, CA  
Channel Islands, CA  
Redondo Beach, CA  
San Diego, CA  
San Diego, CA  
San Francisco, CA  
Ventura, CA  
Ventura, CA  
Ventura, CA  
Channel Islands, CA

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**References**

iDock has a sizeable portfolio, an ardent group of marina owner supports, and hundreds of satisfied customers. What follows are a few reference accounts:

Mr. Jim Hayes  
Almar Marinas  
3001 Peninsula Road  
Oxnard, CA 93035  
805.985.6035

This was iDock's first Marina contract. Installation at Anacapa Isle Marina in Channel Islands Harbor took place in April 2002. Since that time iDock has systems operating at six of the Almar Marinas from San Diego to San Francisco. iDock is providing a valuable service to the Marina and has been widely accepted by the employees and tenants of the Almar marinas. We are planning to soon be offering network cameras at some of the Almar locations.

Ms. Diane Isley  
Emery Cove Yacht Harbor  
3300 Powell St.  
Emeryville, CA 94608  
510.428.0505

iDock installed a comprehensive Wi-Fi system here in April 2003. This was the first competitive contract. Other firms submitted proposals and iDock was chosen by the review board as the most qualified vendor to provide enterprise class Wi-Fi services to the harbor area. This included Emeryville Marina which shares the same harbor.

Mr. Scott MacLaggan  
Sunroad Resort Marina  
955 Harbor Island Drive #100  
San Diego, CA 92101  
619.574.0736

iDock began services here in April 2003. The original installation was centered at the Marina office and later expanded with repeater stations to two restroom buildings at either end of the marina.

Mr. James Walters  
Marina Bay Yacht Harbor  
1340 Marina Way South  
Richmond, CA 94804

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This location for iDock went live in January 2004. It features three broadcast points with overlapping patterns to reach the far ends of these very large dock structures. Boaters here have been very receptive to iDock services.



## Appendix

- Key Personnel
  
- Sample Reports

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**Names, Titles and Resumes of the Individuals Assigned to the Long Beach Marine Project**

**Mike Taylor, President, iDock**

Mr. Taylor is the co-founder of iDock, the first and largest Wireless Internet service provider for Marinas and Harbors in California. Mr. Taylor's background is in operations, business development, marketing and sales having worked over 20 years in the aerospace and environmental industries.

As a Production Manager for General Dynamics Corporation, Mr. Taylor focused on manufacturing design, efficiency and quality control. He worked closely with IT professionals in developing production control systems that reduced re-work and improved productivity. As Regional Sales Manager and Technical Director at Ensco, Inc. Mr. Taylor developed a strategic partnering program within environmental recycling industries to provide end-users with a single provider solution for required services. This business model proved very successful for cost effective environmental programs and regulatory compliance.

Now as President of ICOA's iDock subsidiary, Mr. Taylor has been instrumental in the development and success of this business from its inception in March 2002. At that time, iDock was pioneering the delivery of Internet services over Wi-Fi in outdoor venues, and Mr. Taylor was able to combine Radio and Networking Technologies to develop an integrated system that was both robust and reliable in harsh Marine environments.

As a sailor and member of Harbor Masters & Port Captains and the Marina Recreation Association, Mr. Taylor has a keen interest in marinas, harbors and the boating industry in general. The genesis of iDock was the recognition that meeting the Internet connectivity needs of the boating community represented both a personal challenge and a powerful business opportunity. Mr. Taylor believes boaters have always shown an interest in technology, and many technologies have developed as a result of this interest.

**Jon Krabbenschmidt, Director, Engineering, ICOA, Inc.**

Jon Krabbenschmidt is a tenured network professional with certifications in A+, N+, Cisco CCNA, Cisco CCNP, MCP, MCSE-NT4. Krabbenschmidt has managed IT departments at a director-level within large established and startup companies and has contracted for organizations such as United Airlines, Hertz, San Diego and Fresno Unified School Districts and SFO International Airport. Most recently, Krabbenschmidt designed and built the IT department for Cometa Networks reporting to the COO. He oversaw the field activities of Cometa's nationwide Wi-Fi deployments and played a key role in establishing the systems architecture. Reporting to the COO as IT Director for SoftNet Systems he provided the IT strategies, implementation and management for SoftNet and its subsidiaries. At ISP Channel, Jon managed internal IT operations and support and all datacenter operations. Krabbenschmidt has intimate experience with wireless and wire line networked systems and has led and participated in the deployments of some of the most highly publicized Wi-Fi deployments in use today.

**Martin C. Lendway, Technical Team Member, ICOA, Inc.**

Martin is a member of the ICOA Technical Team participating on the company's network installation, test and turn-up projects. Previously employed at Cometa Networks, Intellicom and Bank of America in networking

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operations positions, Martin has worked nationally and abroad on many large-scale network deployments and rollouts. Martin also served for six years active duty in the United States Marine Corps.

**Pamela Brown, Vice President, Government Sales, ICOA, Inc.**

Ms. Brown brings over 10 years experience in public sector business development and property management to the team, leading business development efforts across various governmental verticals. She comes to iDock and ICOA Corp. as one of the original founders of Airport Network Solutions (ANS), a wholly owned subsidiary of ICOA Corp. that specializes in the deployment and operation of Wi-Fi networks in airport and other public venues.

Before joining ANS, Ms. Brown worked for SoftNet Systems as Vice President of Business Development. In this capacity, she was a member of the management team responsible for the re-organization and sale of Laptop Lane. Additionally, she served as Director of Airport Development for the Aerzone wireless initiative where she was responsible for acquiring rights to deploy wireless networks in airports across North America.

Prior to that, Ms. Brown worked as Leasing Manager for the Port of Portland where she was responsible for concept and business development, contract negotiations and client relations for the Portland International Airport (PDX) Concessions Program. She started with the Port as Airside Property Manager, where her responsibilities included leasing, acquisition and development of airside properties at Portland International Airport and three Port-owned general aviation airports.

Previously, Ms. Brown was Airport Property Manager for the City of Santa Barbara; responsible for leasing, management and administration of more than 130 leases, permits and other operating agreements for airlines, rental cars, advertising, concessions, cargo, aircraft maintenance, general aviation and commercial/industrial properties. Ms. Brown's tenure at the City of Santa Barbara allowed her to work closely with other enterprise fund business managers at the harbor and waterfront, providing her with a solid working knowledge of business development and management in those areas.

**Dennis dibattista, Vice President, Sales, ICOA, Inc.**

Dennis dibattista is a veteran of the communications infrastructure industry with a record of success in solution sales, business management, and revenue accumulation. He currently serves as Vice President of Sales of ICOA and CEO of its QGO subsidiary. Mr. diBattista leads all ICOA sales strategy and sales teams for ICOA corporation and its divisions. As a co-founder of QGO, now a wholly-owned subsidiary of ICOA, Mr. diBattista established the successful managed services revenue business model for major national account Panera Bread. Prior to QGO, Mr. diBattista founded QC2, providing contract installation for Fortune 100 accounts and generating over \$20 million in revenues. In previous positions, Mr. diBattista was Vice President of Operations for Telergy, Inc and managed a 300-mile fiber optic network construction project in the Northeast United States, and was General Manager of Brooks Fiber Communications Rhode Island subsidiary. diBattista holds an MBA from the University of Rhode Island, an MA from the University of Pennsylvania, and is a graduate of Boston University.

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**Sample Reports**

iDock has developed a rich series of reports that allow our marina partners to analyze usage trends and profiles. Reports show usage activity by minutes used, logins, and unique users at each distinct location. Below is a sample report showing connection activity at selected locations for the periods of August and July, 2004.



**Login Summary Report By Location**

[Click here to download these results](#)

Report Period: 2004-07-01 through 2004-09-01

KEY: #Unique - Number of unique logins, #Total - Total number of logins, Δ - Variance from previous month (hover over arrow to view percentage).

Location	Aug 2004			Jul 2004		
	#Unique	#Total	Δ	#Unique	#Total	Δ
Anacapa Isle Marina (idock-anacapa)	39	1513	↓	47	2054	
Ballena Isle Harbor (idock-ballena)	38	1745	↑	32	1326	
Cabrillo Isle (idock-cabrilloisle)	44	1010	↑	43	869	
Channel Islands Harbor (idock-cih)	45	3575	↑	41	2555	
Fishing Bay Harbor Marina (idock-fbhm)	5	43	↑	4	10	
Golden Gate Yacht Club (idock-ggyc)	3	14	↑	3	13	
Jack London Square (idock-jls)	9	95	↑	4	50	
Marina Bay Yacht Harbor (idock-mbyh)	32	969	↑	33	731	
Pacific Corinthian Marina (idock-pcm)	15	767	↑	6	20	
Port Royal Marina (idock-prm)	6	222		0	0	
Smeller & Harbor Island (idock-san)	84	1720	↑	54	1433	
<b>TOTALS:</b>	<b>300</b>	<b>11875</b>	<b>↑</b>	<b>257</b>	<b>9071</b>	

These locations were active but not used during this time period:

	Activated On	Last Used
Ventura Harbor (idock-ventura)	2003-10-04	2003-10-16
None Specified (NONE)		Unknown

Generated: 2004-09-02 09:14:35 -0700



**EXHIBIT "E"**  
**SAMPLE MONTHLY REPORTING AND REVENUE SHARE STRUCTURE**



**Sample Reports**

iDock has developed a rich series of reports that allow our marina partners to analyze usage trends and profiles. Reports show usage activity by minutes used, logins, and unique users at each distinct location. Below is a sample report showing connection activity at selected locations for the periods of August and July, 2004.



**Login Summary Report By Location**

[Click here to download these results](#)

Report Period: 2004-07-01 through 2004-09-01

KEY: #Unique - Number of unique logins, #Total - Total number of logins, Δ - Variance from previous month (hover over arrow to view percentage).

Location	Aug 2004			Jul 2004		
	#Unique	#Total	Δ	#Unique	#Total	Δ
Anacapa Isle Marina (idock-anacapa)	39	1513	↓	47	2064	
Ballena Isle Harbor (idock-ballena)	38	1745	↑	32	1326	
Cabrillo Isle (idock-cabrilloisle)	44	1010	↑	43	869	
Channel Islands Harbor (idock-chi)	45	3575	↑	41	2556	
Fishing Bay Harbor Marina (idock-fbhm)	5	43	↑	4	10	
Golden Gate Yacht Club (idock-ggyc)	3	14	↑	3	13	
Jack London Square (idock-jls)	9	95	↑	4	50	
Marina Bay Yacht Harbor (idock-mbyh)	32	969	↑	33	731	
Pacific Corinthian Marina (idock-pcm)	15	787	↑	6	20	
Port Royal Marina (idock-prm)	6	222		0	0	
Sheller & Harbor Island (idock-shi)	64	1720	↑	54	1432	
<b>TOTALS:</b>	<b>300</b>	<b>11875</b>	<b>↑</b>	<b>267</b>	<b>9071</b>	

These locations were active but not used during this time period:

	Activated On	Last Used
Ventura Harbor (idock-ventura)	2003-10-04	2003-10-18
None Specified (NONE)		Unknown

Generated: 2004-09-02 09:14:36 -0700

**EXHIBIT "E"**  
**SAMPLE MONTHLY REPORTING AND REVENUE SHARE STRUCTURE**



*Revenue Share Structure*

Over the proposed 3-year contract term, iDock will invest approximately \$75,000 in the Wi-Fi networks at the Marinas. This covers all installation costs and connectivity, as well as ongoing maintenance, support and marketing.

*Capital Investment* – The initial capital outlay for design and installation of the Wi-Fi systems is estimated at \$35,000, which includes:

- Equipment and hardware – access points, routers, switches, bridges, access control device
- Software and network configuration
- Cabling and electrical
- Project management and Installation

*Financial Considerations* - While consumer demand for Wi-Fi services is clearly expanding, other factors that impact revenue potential will continue to evolve for some time. Unlike the more mature cellular telephone market, the Wi-Fi industry is in its infancy and market strategies are evolving through trial and error. The volatility of future pricing, particularly as various subscription and membership models are tested in the marketplace, cannot be fully assessed.

The installation and operation of first class Wireless Internet Service, capable of effectively and securely serving the needs of slip holders, transient users and commercial businesses at Long Beach marinas, will require significant financial investment. Accordingly, our revenue sharing model increases over time, as revenues grow over time. iDock is proposing to pay the City of Long Beach a revenue share of 10% of gross revenues generated from Wireless Internet Service at the Long Beach marinas in the first year of the operation, paid monthly according to the stipulations in the RFP, growing to 12% in the second year of the contract, and to 15% in the third year of the contract, again, always paid monthly. This revenue share will apply to all revenue generated from the sale of Wireless Internet Service.

**This represents an estimated revenue contribution of approximately \$34,000 to the City of Long Beach over the proposed contract term.**

## **EXHIBIT "F"**

### **SUPPORT SERVICES**

1. **Provide Remote Network Monitoring.** During the Hours of Operation, Provider shall monitor every public IP address installed and operated by Provider with a web-based monitoring program such as the currently used Big Brother program, or its equivalent. Provider represents it has its own monitoring station. Provider represents it possesses industry-standard software, tools, licenses and incidentals necessary to perform and to complete in a workmanlike manner monitoring services, including diagnosis, or other actions required to restore Carrier Service to the Venue, or to restore the Equipment to service.

2. **Roaming to Other iDOCK Serviced Facilities.** Customers of iDOCKUSA's service can roam with the same username/password and pricing plans to all iDOCKUSA-serviced facilities and roaming partners of Provider. A current list of facilities available for roaming can be found at [www.idockusa.com](http://www.idockusa.com).

3. **Support.** iDOCKUSA will provide technical support to Client 24 hours a day, seven days a week, 365 days a year for events relating to the iDOCK service offering. With regard to providing customer service to users of the wireless network, the Provider will provide live agent customer service 24-hours a day, seven days a week. Provider's toll free number for iDOCK-branded customer service is 1 (866) 464-3625. Provider commits to an agent availability quotient of 85% or better, where agent availability will be determined by the quotient resulting from the number of answered calls divided by the total number of calls received.

#### **(A) Levels of Support**

iDOCKUSA will perform Level 1 and Level 2 to customers and users of the network and Level 3 to the City. The primary function of Level 1 Support is to perform first level trouble shooting, quantify the issue, and determine the source of the issue (Client or iDOCKUSA), and resolve if possible. The primary function of Level 2 Support is to perform targeted, diagnostic testing of Clients components to determine if it is a Client issue that must be resolved by Client or if it is an issue with the iDOCKUSA System that must be resolved by

**EXHIBIT "F"**  
**SUPPORT SERVICES**

iDOCKUSA. Level 3 support is defined as network troubleshooting when personnel from the City call in-bound to the Manager.

**EXHIBIT "G"**  
**BOND FOR FAITHFUL PERFORMANCE**

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, located at \_\_\_\_\_  
\_\_\_\_\_, a corporation, incorporated under the laws of the State of \_\_\_\_\_, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the \_\_\_\_\_  
\_\_\_\_\_ and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ CONTRACTOR/PRINCIPAL	_____ SURETY, admitted in California
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Telephone: _____
By: _____	
Name: _____	
Title: _____	

**EXHIBIT "G"**  
**BOND FOR FAITHFUL PERFORMANCE**

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

Approved as to sufficiency this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

ROBERT E. SHANNON, City Attorney

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code , then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

DFG:rmb(12-18-01)  
BONDFAITHFUL.BOI.WPD\*

11-07-05  
05-02988

**EXHIBIT "G"**  
**BOND FOR FAITHFUL PERFORMANCE**

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, located at \_\_\_\_\_, a corporation, incorporated under the laws of the State of \_\_\_\_\_, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the

\_\_\_\_\_ and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ CONTRACTOR/PRINCIPAL	_____ SURETY, admitted in California
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Telephone: _____
By: _____	
Name: _____	
Title: _____	

**EXHIBIT "G"**  
**BOND FOR FAITHFUL PERFORMANCE**

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

Approved as to sufficiency this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

ROBERT E. SHANNON, City Attorney

By: \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
City Manager/City Engineer

NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

DFG:rmb(12-18-01)  
BONDLABOR'BOI.WPD\*

11-07-05  
05-02988