



CITY OF BIRMINGHAM

151 MARTIN STREET, BIRMINGHAM, MICHIGAN 48009
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CITY OF BIRMINGHAM, MICHIGAN REQUEST FOR PROPOSALS (RFP) WIRELESS NETWORK

The City of Birmingham, Michigan is accepting sealed proposals for a network security solution as specified in this Request for Proposal.

Specifications and bid forms are included herein, or may be accessed or downloaded from the Michigan Intergovernmental Trade Network (MITN) website (www.govbids.com).

Sealed bid proposals should be sent to:

City of Birmingham
Attention: City Clerk's Office
151 Martin Street
Birmingham, MI 48009

All bid proposals must be in a sealed envelope marked: "**RFP FOR WIRELESS NETWORK.**"

All bid proposals must be received by 2:00 p.m., Friday, March 10 2006, in the office of the City Clerk, 151 Martin, Birmingham, Michigan, after which time no further bids will be accepted, and at which time the bids received will be publicly opened and read.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until a written contract has been executed by all parties.

The City Commission reserves the right to reject any or all proposals; waive any irregularity in the proposals received; and to accept any proposal which it shall deem to be most favorable to the interest of the City. The City is not obligated to accept the lowest bid or bids.

The City is not obligated to reimburse responding vendors for any expenses incurred in preparing or submitting proposals in response to this request, nor is the City responsible for such expenses. All such expenses are solely the responsibility of the vendor.

Gary Gemmell
IT Department
City of Birmingham

Posted: MITN

Note: The City of Birmingham is now part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a regional bid notification system to notify companies of new bid opportunities. Bids, quotations and proposals are now being posted online. All vendors are encouraged to visit www.govbids.com and click on "The Michigan MITN System" link in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-677-1977, ext. 214, to speak to a representative at BidNet®, the technical support group that handles the MITN system.

INTRODUCTION & GENERAL REQUIREMENTS

For purposes of this proposal the City of Birmingham will hereby be referred to as “City” or “Owner” and the responding company will be hereby referred to as “Contractor or Vendor”.

The City of Birmingham is a tax-exempt municipal government located in Oakland County, Michigan. All pricing as a response to this request for proposals is not to exceed bid amount.

The City of Birmingham, Michigan intends to upgrade the network infrastructure at City Hall to include 802.11 A/B/G wireless network access. It is our intent to remain primarily a wired Ethernet network, but do wish to extend access technology to provide wireless access coverage in certain areas on multiple floors within one building. The contractor will be responsible for providing the defined level of Warranty, Support, and Training found in the applicable section. The contractor will provide all necessary parts and labor. The contractor will extend Category 5 twisted pair Ethernet cable to the access point installation locations in our drop ceiling. Electrical power will not exist at these access point locations. The contractor will supply a powered patch panel solution to power the access points. The contractor will deploy this solution for use with all wireless best practice security measures included, but not necessarily limited to only those listed in the applicable section of this RFP titled Securing the Wireless Network. That is the contractor is expected to deploy this solution in the most secure method practicable. The contractor will provide documentation showing how the system was installed, inclusive of a network diagram, depicting IP addressing and other items. The contractor will ensure by use of a site survey that adequate penetrating range is extended to the areas that the City desires coverage for. The exact areas to be covered will be identified to the Contractor during a mandatory pre-bid meeting. That said, the City believes it may understand and is offering description of the anticipated quantity and type of access points desired. The City is seeking a Cisco based solution. The City intends to purchase a small number of Cisco branded Cardbus and PCI adapters for laptops and workstations. However, the solution provided must be compatible with industry standard 802.11 A/B/G wireless communication devices that come as standard equipment with most laptops.

User down time during installation or cutover should be avoided. If when there is need for user down time, such installation activities would need to be scheduled after normal City work hours. Otherwise, the installation would take place between the normal City work hours of 8:00 AM to 5:00 PM, Monday-Friday. Any down time will need to be scheduled and have the consent of the City IT department.

The solution the City is considering, pending, possible adjustment by Contractor of item specifics, and Contractor statement of warranty of fitness for intended purpose, will approximately include the following items. The following list is descriptive only of what the Owner believes to be the needed

items for a solution we wish to consider. Any submission of a bid will indicate the Contractors agreement and warranty that the submitted products and components will be fit for the intended purpose explained by the City in this RFP (Request for Proposal).

<u>Part Number *</u>	<u>Description</u>	<u>Quantity</u>
AIR-AP1232AG-A-K9	Cisco Aironet 1232 802.11a/g dual-radio access point with Cisco IOS Software	5
PD-606/AC	PowerDsine 6 port Power Patch Panel	1
AIR-CB21AG-A-K9	802.11 A/B/G Cardbus Adapter	1
AIR-P121AG-J-K9	802.11 A/B/G PCI Adapter	1

*** Should any of the above part number be superseded with more current product, quote the more current model and part.**

Vendors may provide information and pricing for optional applications, components, and/or modules other than those specified herein; however, please be advised that the City may or may not elect to purchase these optional features at this time. If such items are actually required to meet fitness for intended purpose requirement, the Contractor must state so in a manner to make it clear that the items are not just options.

GENERAL INSTRUCTIONS TO BIDDERS

It is the intent of these specifications to describe the minimum requirements for a upgrade to our network to provide wireless access.

The products bid shall meet the minimum specifications. The successful bidder shall furnish all features which are regularly furnished as standard with these products.

The bidder shall represent by his/her bids that all components bid are new and unused.

Delivery FOB Information Technology Department, 151 Martin St., Birmingham, MI 48009.

There will be a mandatory Bidders' meeting on March 3, 2006 at 10:00 AM. The meeting will be held at Birmingham City Hall, 151 Martin Street, Birmingham, MI, in the Commission Room (#205) on the second floor.

In order that all proposals may be properly evaluated, it will be necessary that all bidders follow the same procedure in preparing their bids. All proposals must be made on the provided Bid Form. Bidders must check the specifications and all other Sections and descriptions contained in this RFP (Request for Proposal) to insure that the items they are bidding meet or exceed all the specifications and indicate any and all exceptions to and deviations from specifications.

Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal. Bidders must include signed "Bidder's Agreement" with the proposal.

The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

The outside of the envelope should be clearly endorsed with "RFP for Wireless Network."

If proposal is mailed, it should be addressed to:

City of Birmingham
Attention: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

PROPOSAL RESPONSE FORMAT

In order to facilitate the analysis of response to this request for proposal (RFP), vendors are required to prepare their proposals in accordance with the instructions outlined in this section.

One (1) original and two (2) copies of the proposals must be received in the Office of the City Clerk by 2:00 p.m., Friday, March 10, 2006. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Birmingham.

Proposals should be prepared as simply as possible and provide a straight forward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and labeled clearly. The proposal should be organized into the following major sections:

1. Executive Summary
2. Company Background
3. Implementation Plan and Timeline
4. Client References

5. Contract Terms and Conditions
6. Cost Quotations

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Failure to closely follow the proposal format shall be cause for rejection of the proposal.

(a) Executive Summary (Section 1)

This part of the response to the RFP should include a brief narrative describing the vendors experience providing security solutions. All bidders shall include a statement that the products offered meets exactly, exceeds specifications, or attach a list of any exceptions fully and accurately. The Executive Summary should not include cost quotations.

(b) Company Background (Section 2)

Vendors should provide the following information about their company so that the City of Birmingham can evaluate the vendors' stability and ability to support commitments set forth in the response to the RFP. The City of Birmingham, at its option, may require a vendor to provide additional documentation to support and/or clarify requested information.

The vendor should describe the company's background including:

- How long the company has been in business
- A brief description of the company, including past history, present status, future plans, etc.
 - Note any parent/subsidiary relationships
 - Note any name changes/acquisitions
- Company size and organization
- Total number of employees. Number of full-time and part-time employees. Number of technical staff and certifications.
- **Staff Resumes of Staff providing implementation and training services.**
- Balance Sheet
- Annual Report

(c) Implementation Plan (Section 3)

The vendor must provide, as part of the response, a detailed implementation plan. Implementation will not occur until all contract(s) are signed.

Please provide an estimated timeline showing the proposed chronology of activities and deliverables for each phase of this project.

the vendor's response. Any forms and contracts the vendor(s) proposes to include as part of any agreement resulting from this bid between the vendor(s) and the City must be submitted as part of the proposal. Failure to include a contract for such items will be interpreted as meaning that support for any items not specifically contracted for, and provided by said vendor, are supported by the vendor at **no additional cost**. This requirement includes, but is not limited to, the following types of forms: licensing agreements, maintenance contracts, and systems support agreements. Inclusion of contracts does not imply acceptance of that contract format and/or verbiage by the City.

(f) Cost Quotations (Section 6)

All pricing stated as a response to this request for proposals is not to exceed bid amount. No additional charges, other than those listed on the cost quotation forms, shall be made. Prices quoted should include all costs for meetings, system review, shipping, setup, installation and integration, training and documentation. All prices quoted must include all that will be necessary to make the system fully operational for the purposes stated herein. Provisions for obtaining additional discounts (i.e. municipal discount, full payment within payment terms period, etc.) should be clearly explained. Any price rollback and/or lower price revisions during the time of the bid process and prior to final contract will be afforded to the City.

The Proposal Price Summary Sheet- Bid form included with this RFP must be completed and included on the first page of this section.

Proposal Price Summary Sheet- Bid Form

Item	Description	Unit Price	Total
1	Proposed cost of hardware and software forming the Access Point solution. Please list any hardware/software and any required add-ons to meet specifications, and indicate pricing for each.		
2	Proposed cost of Power Patch Panel.		
3	Proposed cost of Laptop Cardbus Adapter		
4	Proposed cost of PC PCI Adapter.		
5	Labor to install, train, and integrate into existing all Cisco based network.		
6	Proposed cost of Contractor provided hardware/software maintenance/repair service for Cisco Access Points and Power Patch Panel. It is assumed the equipment is under warranty for the first year. In any event propose the cost to provide contractor provided 24X7X4 replacement/repair		

	coverage. This figure should be included in a grand total. Please also quote the cost of this service in the second year after warranty expiration, as an option. Do not include this second year expense in the grand total.		
		TOTAL	

Except where noted below under "Deviations or Exceptions" the bid is in strict accordance with the specifications contained in the sealed proposal request endorsed "RFP for Wireless Network" to be opened at 2:00 p.m., Friday, March 10, 2006 in the Commission Room (upper floor) at City Hall, 151 Martin St., Birmingham, MI 48009.

Deviations or Exceptions: (Use additional page if necessary)

WARRANTY, SUPPORT AND TRAINING

All systems and components shall be guaranteed free of defects in materials and workmanship for a minimum period of one (1) year or the manufacturers' warranty or requested warranty upgrade option, whichever is greater, from the date of acceptance and/or shall be repaired or replaced within timelines and conditions stated below following report of such defects by the Owner. The date of acceptance shall be defined as the date the Certificate of Substantial Completion is signed by the Owner.

The Wireless Network and its configured options and components, not including air cards will be repaired or replaced by the **Contractor** under warranty within four hours of notification 24x7x365 days a year. Air cards will be replaced in the first year under the manufactures warranty by the contractor with notice to the contractor, but with no expectation on the customers end for 24x7x365 coverage. Post warranty maintenance options for the same level of applicable premium support from the Contractor should be quoted as an option for the second year, but not to be included in the final bid total amount.

Start-up: The Contractor shall have start-up personnel on the Owners site, within twenty-four (24) hours notification, for two (2) days after cut over from 8:00 AM to 5:00 PM to assure proper operation of the Network Security System.

The Contractor is responsible to ensure that all software revisions are of the latest version at the time of acceptance and is responsible to keep all software current throughout the entire warranty period.

Training: The Contractor shall provide instruction on the operation of the Wireless Network and its routine maintenance to the Owner's technology personnel. The Contractor shall provide adequate training in each component product, inclusive of applicable written documented training material. The Contractor shall submit the name of the instructional personnel and their professional resume with the bid proposal.

INTURPRETATION AND CONTACT

Requests for clarification or additional information should be in writing and may also be preferably sent via email to:

Gary Gemmell
IT Assistant
City of Birmingham
151 Martin Street, PO Box 3001
Birmingham, MI 48012
Fax: (248)644-5614
E-mail: ggemmell@ci.birmingham.mi.us

Such request for clarification of this RFP shall be delivered to the City at least three business days prior to the date for receipt of proposals and must include the name, email address or fax number of the vendor.

SECURING THE WIRELESS NETWORK

Default passwords are to be changed to those specified by Owner. Wireless data must be encrypted as best possible. Do not use WEP. Vendor should suggest the best method to avoid making the Service Set Identifier (SSID) publicly known. Vendor must turn down the range of the hotspot such that the signal will not unnecessarily bleed out of the building. That said, coverage must extend to all areas of the desired building rooms.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals, waive informalities, or accept any proposal, in whole or in part it deems to be in the City's best interest. The City reserves the right to award the contract to the next most qualified vendor if the successful vendor does not execute a contract within (10) days after the award of the proposal. The City is not obligated to accept the lowest bid or bids.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to sell to the City the services set forth in the proposal.
4. **Indemnity:** The contractor agrees to the fullest extent permitted by law to defend, pay on behalf of, indemnify and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.
5. **Settlement of Disputes:** Any disputes arising under the contract shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. If the contractor feels aggrieved, they shall advise the City of any dispute they have arising out of the contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in the Oakland County Circuit Court or any other court having jurisdiction. The City shall make its election within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator, and the two thus appointing a third. The Oakland County Circuit Court or any court having jurisdiction may render a judgment upon the award of the arbitrators. In the event that the City elects not to have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court. In the event that the City feels aggrieved,

it shall elect the method of resolving its dispute by either demanding that the matter be arbitrated or by filing a suit in the Oakland County Circuit Court.

6. **Conflict of Interest:** The City of Birmingham will not enter into a contract to furnish materials or services to the City from any City official, his spouse, child or parent, or from any corporation, association or partnership in which any City official, his spouse, child or parent, has any direct or indirect interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Every contract entered into by the City of Birmingham shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.
7. **Obligation to Execute Contract:** The bidder whose proposal is accepted will be required to execute the contract within ten (10) days after receiving notice of such acceptance; and in case of refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award.
8. **Non-Discrimination:** The contractor shall, when applicable, comply with the requirements of all Federal, State, and local laws and ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.
9. **Non-Assignability:** There shall be no change, modification, or alteration of the agreement, except in writing, signed by both of the parties. Neither party shall assign any of the rights under the agreement without prior approval, in writing, of the other.
10. **Insurance:** The contractor shall procure and maintain during the term of the contract the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. A sample insurance policy is included as Attachment B .
 - a. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. **Commercial General Liability:** The contractor shall procure and maintain during the life of the Contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.
 - c. **Motor Vehicle Liability Insurance:** The contractor shall procure and maintain

during the life of the Contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles.

- d. Additional Insured: Commercial General Liability, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured: "It is understood and agreed that the following shall be Additional Insureds: the City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insureds, even though other available insurance be primary, contributing or excess."
 - e. Cancellation Notice: Thirty (30) days advance written notice of insurance cancellation, non-renewal, reduction and/or material change in coverage, will be provided to the CITY. Notice of cancellation, material change or reduction must be attached to the Certificate of Insurance, or otherwise evidenced as in effect under the policy listed.
 - f. Insurance Certificate to be Submitted with Bid: The contractor shall submit a copy of their standard insurance certificate, included with their bid, to the City of Birmingham.
 - g. Proof of Insurance: The contractor shall, prior to the commencement of work under this contract, deliver to the City of Birmingham, certificates of insurance evidencing the Additional outlined above. If so requested, the contractor shall deliver to the City of Birmingham certified copies of all policies outlined above.
 - h. If any of the above coverages expire during the term of this contract, the contractor shall deliver renewal Certificates of Insurance to the City of Birmingham at least ten (10) days prior to the expiration date thereof.
 - i. Upon failure of the contractor to obtain or maintain such insurance coverage for the term of the contract, the City may at its option, purchase such coverage and subtract the cost of obtaining such coverage from any payment due to the contractor. In obtaining such coverage, the City shall have no obligation to procure the most economical coverage but may contract with any insurer for such coverage.
11. The bidder whose proposal is accepted will be required to execute the contract and to furnish the insurance specified herein within 10 days after receiving notice of such acceptance; and in case of refusal or failure to do so shall be considered to have abandoned all rights and interest in the award and the contract may be awarded to another.

BIDDER'S AGREEMENT

(For bid to be considered, this completed form must be included with bid)

In submitting this proposal, as herein described, the Vendor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Bid Prepared By (Print Name) Date Submitted

Authorized Signature Date

Print Name Title

Company

Address Phone

Email Fax

If proposal is mailed, it should be addressed to:

City of Birmingham
Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

The envelope should be endorsed with "RFP for Wireless Network " and received by 2:00 p.m., Friday, March 10 2006.