

**CITY of NOVI CITY COUNCIL**

**Agenda Item I  
January 24, 2011**

**SUBJECT: Approval to award the contract for Network Services to VisiCom Services, Inc. in the amount of approximately \$68,500 per year for a two year period with the option of a third year.**

**SUBMITTING DEPARTMENT:** Information Technology

**CITY MANAGER APPROVAL**

<b>EXPENDITURE REQUIRED</b>	<b>\$ 68,500</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 68,500</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>101-205.00-816.000 and 101-205.00-802.000</b>

**BACKGROUND INFORMATION:**

The City's Information Technology Department uses the services of an outside vendor, on an hourly base, to provide onsite network support services. These services include 24x7 emergency network support, network monitoring, and preemptive email notifications. Additionally, the vendor provides an offsite server pool for emergency replacement of targeted servers. The City received two proposals in response to the RFQ for Network Support Services. Staff reviewed the proposals using the Qualification Based Selection (QBS) process. The following criteria were used to evaluate the proposals.

**Criteria:**

- 1.) Firm demonstrates the ability to support the City's existing technology infrastructure.
- 2.) Evaluation of the assigned personnel/staffing level and certifications.
- 3.) Related municipal experience.
- 4.) Firm's current resource capacity to perform required services including availability of 24x7 emergency network support services.
- 5.) Demonstrated experience with WatchGuard and Netscreen firewall appliances.
- 6.) Analysis of subjective statements applicable to project as required on RFQ (value added).

**QBS Evaluations:**

<b>Evaluator</b>	<b>MICA Networks</b>	<b>Visicom Services</b>
1	115	185
2	110	190
3	115	185

These results were presented to the Consultant Review Committee (CRC) on December 6, 2010. Based on the outcome of the rankings and the proposed fees (proposed hourly rates ranged from \$80 to \$155) staff is recommending the selection of VisiCom Services, Inc. The CRC recommends Visicom Services, Inc. Additionally, Visicom Services, Inc. has agreed to an \$80 per hour rate structure for the term of the contract.

**RECOMMENDED ACTION:** Approval to award the contract for Network Services to VisiCom Services, Inc. in the amount of approximately \$68,500 per year for a two year period with the option of a third year.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gaff				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

CITY OF NOVI  
RFQ NETWORK SUPPORT SERVICES BID TAB

DUE 11/24/10

	Visicom Services	Mica Networks
<b>I. Network Support Services (Hourly Rate)</b>		
Year 1	80.00	100.00
Year 2	85.00 80.00	95.00
Year 3	85.00 80.00	90.00
Optional Year 4	Negotiable	90.00
Optional Year 5	Negotiable	90.00
<b>II. Emergency Support Services (Hourly Rate)</b>		
Year 1	80.00	155.00
Year 2	85.00 80.00	155.00
Year 3	85.00 80.00	155.00
Optional Year 4	Negotiable	155.00
Optional Year 5	Negotiable	155.00

This RFP was posted on the MITN website as a three year contract with two 1-year renewal options. The Consultant Review Committee approved a contract for two years with one 1-year renewal option. Negotiations with Visicom produced an agreement for an hourly rate of \$80 for the duration of the revised contract period.



**VisiCom Services, Inc.**

2534 S Rochester Road • Rochester Hills MI 48307 • 248-299-0300

## **Network Support Services Agreement**

This is an agreement between VisiCom Services, Inc. ("VSI") and the City of Novi ("Customer"). VSI will provide computer network related services to Customer and Customer will compensate VSI as described below.

### **1. Quarterly Network Review Services –**

#### *A. Services Provided by VSI:*

- **On-Going Network Support Services**
  - Approximately 16 hours per week of pre-scheduled network review and support services as scheduled by Customer.
- **Emergency Support and Monitoring Services**
  - Priority emergency response 24 X 7 with a 4 hour response time.
  - Use of VSI's web-based Network monitoring service "24 X 7" for up to 25 network file servers, routers, switches, or firewalls.
  - Access to our pool of temporary emergency replacement file server, network switch, or network firewall upon determination that the current Customer equipment is inoperable.
  - Use of our network security testing tools to perform periodic external network security scans and vulnerability assessments.

#### *B. Payment:*

- **On-Going Network Support Services**
  - Customer will pay VSI \$80.00 per hour for services as described above and for any additional service provided by Network Engineer.
  - Customer will pay VSI \$65.00 per hour for services as described above and for any additional services provided by Network Technician.
  - VSI will schedule Network Engineer unless Customer requests service by Network Technician. VSI will bill Customer after services are rendered.
- **Emergency Support and Monitoring Services**
  - Customer will pay VSI \$4,500.00 per year for Emergency Support and Monitoring Services as described above.

#### *C. Term; Cancellation:*

- This Agreement is a two year service agreement starting January 24, 2011 with a one year extension option.
- This Agreement can be cancelled by either VSI or Customer by providing 90 days written notice to the other party.
- If applicable, upon the effective date of such cancellation of this Agreement VSI shall forthwith refund to Customer any amounts prepaid by Customer not utilized upon the effective date of cancellation.
- If applicable, upon the effective date of such cancellation of this Agreement VSI shall invoice Customer for any services rendered above and beyond the amounts already paid by Customer and Customer shall forthwith make payment to VSI for such services rendered up to the effective date of cancellation.



## VisiCom Services, Inc.

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### 2. Additional Services –

#### A. *Additional Services:*

- VSI may provide additional services at the request and direction of Customer management or staff above and beyond those specified in the previous section.

#### B. *Payment for Additional Services:*

- Any VSI additional services rendered, as described above, in excess of those specified in the previous section will be accrued at the prevailing applicable contract rate at the time such services are rendered. These additional services will be invoiced at the end of the month in which such additional service was rendered. All other standard rate terms remain in effect for these additional services including mileage rates, holiday premiums, emergency response rates, etc. as applicable.

### 3. Additional Terms –

- A. For the purpose of determining applicable service rates, VSI defines Network Engineering as standard pre-scheduled engineering services including server and workstation maintenance and configuration, systems troubleshooting and support services.
- B. For the purpose of determining applicable service rates, VSI defines Senior Network Engineering / Project Management as advanced network engineering, project management, consulting work & studies covering technical operations / network architecture analysis / design, network security, and advanced routing / switching. Senior engineering services are provided at a higher rate as shown in our rate schedule.
- C. VSI will use its reasonable best efforts to perform the services in a good and workman like manner as described in this Agreement. VSI shall perform all work in such a manner as to cause minimum interference with the operations of Customer.
- D. VSI shall keep confidential any proprietary information that it learns in performing under this contract. This provision shall survive the termination of this agreement.
- E. VSI standard business hours are Monday – Friday, 8:00 a.m. – 5:00 p.m.
- F. VSI observes the following to be Holidays: New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve (after 1:00pm EST), and Christmas Day. Any request for service on these VSI holidays will be billed at 4.00 (four) times the applicable rates for scheduled service and shall be billed at a minimum for four (4) hours per occurrence.
- G. Travel rates are accrued at the applicable rate for scheduled service plus \$0.35 / mile charge for all miles traveled between Customer's locations, if necessary. Out-of-state & overnight travel expenses will be invoiced to customer at our cost and due upon receipt.
- H. VSI shall have the right to waive emergency, off-hour, holiday, and / or senior engineer hourly rate premiums at VSI's sole discretion without limitation to future enforceability of the applicable rate premiums.
- I. Customer payment terms are net thirty (30) days. Any VSI invoices that are not paid by Customer within thirty days are subject to a 1.5% per month finance charge.
- J. Customer shall timely and unconditionally pay to VSI the sums required by this Agreement, without reduction or set-off. VSI shall have all remedies available to it by law or equity. Such remedies shall be cumulative and not exclusive of one another.
- K. VSI shall be afforded such access and rights to the Customer network systems as shall be necessary in order for VSI to be able to carry out its obligations under this Agreement.
- L. Customer will appoint no more than two individuals at each site to act as points of contact when dealing with network emergencies.



## VisiCom Services, Inc.

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- M. Calls to VSI requesting emergency response will be placed to (248) 299-0300, extension 111. If Customer does not receive a return call within 30 minutes, Customer shall follow the escalation procedure jointly developed between customer and VSI for such purposes.
- N. Unless explicitly specified otherwise, VSI will provide “best efforts” emergency response with reasonable diligence under the existing circumstances and use its reasonably best efforts to provide telephone response within one hour and on-site counsel within four hours following Customer’s request as required, permitting weather conditions, traffic and other circumstances outside of VSI’s control.
- O. Customer agrees not to utilize the services of any individual outside of this Agreement who, to the best of the Customer’s knowledge, is a current VSI employee or who has been a VSI employee in the 180 days since VSI and Customer last conducted business together in any way. The phrase “utilize the services of” as used above includes, but is not limited to, employing, contracting, and subcontracting. This provision specifically excludes any individual once they have been outside of the employ of VSI for a period of 180 days or more. Customer agrees that their breach of this provision shall entitle VSI to charge Customer an amount equal to 400 times our current contract rate as an employee placement fee. This provision shall survive the termination of this Agreement.
- P. VSI shall not be responsible or liable to Customer for failure to timely respond or perform the services contemplated by this Agreement where such failure is due to fire, flood, storm, power outages, strikes, shortages, Acts of God, civil disturbances, terrorist acts and other Force Majeure, or other circumstances beyond VSI’s control.
- Q. VSI will not be responsible for any of the following potential problems, should they occur: commercial software errors or “bugs;” hardware defects, malfunctions or failures; computer viruses; power loss or electrical-related damage; telecommunications failures; data loss; loss of use; Customer compliance with commercial software licensing agreements; or any internal or external computer or network security breaches. Due to the nature of these potential problems, VSI provides no warranty or guarantee that any or all of these potential problems can be totally prevented and accepts no liability whatsoever in the event that any or all of these potential problems occur even if Customer has requested or VSI has provided advice or services to reduce their likelihood.
- R. VSI will not be responsible to restore any Customer computer system to full operation unless Customer provides VSI with necessary data and licensed software media such as, but not limited to, diskettes, CDs, tapes, and other necessary items. Furthermore, VSI does not assure that it can restore the system to full operation. VSI will examine and analyze the reasons for malfunction of the system and determine what repairs are necessary.
- S. Customer will promptly notify VSI of any failure or defect in services provided by VSI and permit VSI an opportunity to cure and rectify such failure or defect. The maximum liability, if any, of VSI for all direct damages, including without limitation Agreement damages and damages for injuries to persons or property, whether arising from VSI’s breach of this Agreement, breach of warranty, negligence, strict liability, or other tort with respect to the Equipment or services to be provided hereunder, is limited to an amount not to exceed the quarterly payment price paid hereunder. In no event shall VSI be liable to Customer for any incidental, consequential, or special damages, including without limitation lost revenues and profits. Even if it has been advised of the possibility of such damages, the right to recover damages within the limitations specified is Customer’s exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.



**VisiCom Services, Inc.**

**2534 S Rochester Road • Rochester Hills MI 48307 • 248-299-0300**

Signed and agreed to on the dates indicated below.

\_\_\_\_\_  
Customer's Authorized Representative: Printed Name / Signature

\_\_\_\_\_  
Date

VisiCom Services, Inc.

By:

\_\_\_\_\_  
Patrick Casey, President

\_\_\_\_\_  
Date



**NOTICE - CITY OF NOVI  
REQUEST FOR PROPOSALS**

**NETWORK SUPPORT SERVICES**

The City of Novi will receive sealed proposals for **Network Support Services** according to the specifications of the City of Novi.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, Tuesday, November 23, at which time proposals will be opened and read. Proposals shall be addressed as follows:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the bidding firm.  
**ENVELOPES MUST BE PLAINLY MARKED**

**"NETWORK SUPPORT SERVICES"**

AND MUST BEAR THE NAME OF THE PROPOSER.

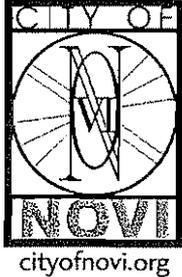
The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Moranti  
Purchasing Manager

Notice dated: November 1, 2010

**NOTICE TO PROPOSERS:**

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy.



**CITY OF NOVI**  
**NETWORK SUPPORT SERVICES**  
**INSTRUCTIONS TO PROPOSERS**

This RFP is issued by the Purchasing Office of the City of Novi.

**IMPORTANT DATES**

RFP Issue Date	November 1, 2010
Last Date for Questions	November 5, 2010 Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>November 23, 2010; 3:00 pm</b>

**PROPOSAL SUBMITTALS**

An **UNBOUND COMPLETED ORIGINAL and three (3) copies** of each proposal must be submitted to the Office of the City Clerk. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

**CHANGES TO THE RFP/ADDENDUM**

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at [www.mitn.info](http://www.mitn.info). Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

## **CONTRACT AWARD**

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at [www.mitn.info](http://www.mitn.info).

## **SUBMISSION OF PROPOSALS**

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

## **RESPONSIVE PROPOSALS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to

permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

### **EXCEPTIONS**

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

### **TAX EXEMPT STATUS**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

### **CONTRACT TERMINATION**

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Such approval shall not constitute a basis for privity between the City and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

### **NON-DISCRIMINATION**

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

### **ACCEPTANCE OF PROPOSAL CONTENT**

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

### **ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

### **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

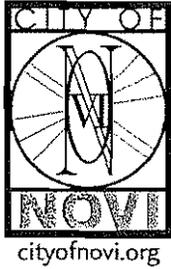
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



**CITY OF NOVI**  
**NETWORK SUPPORT SERVICES**  
**SPECIFICATIONS**

**GENERAL STATEMENT AND OBJECTIVES OF PROJECT**

City of Novi, herein referred to as the City, is inviting responses to their Request for Qualifications (RFQ) for a Vendor to provide onsite network support services on an as needed basis. Proposals should be for an initial term of 12 months, with Two (2) renewal options in One (1) year increments. The City of Novi requires that services be delivered by the same Network Engineer for the duration of the project, but also desires that the Vendor have sufficient backup resources to assign a qualified replacement Network Engineer if the usual Network Engineer is unavailable. This document contains a general outline of the City s' requirements. It is not intended to be exhaustive and/or limited to the type network services defined.

RFQ responses are to be submitted as outlined herein.

**TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

**RIGHT OF REFUSAL**

The City of Novi reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in a any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

**RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information, which might be deemed necessary to fairly compare proposal.

**DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFQ is available without redaction to any individual or organization upon request.

**COST QUOTATION**

The City requires that proposals include firm price bids for hardware, software, training, maintenance/licensing agreements, implementation/installation services, software modifications, and database conversion required to satisfy the conditions of this RFQ as

applicable. All vendor proposals are required to be offered for a term not less than **one hundred (120) calendar days** in duration.

### **CONTRACT REQUIREMENT**

The City considers this RFQ legally binding and will require that this Request for Qualifications and the resulting *Vendor Proposal* be included as addenda to any subsequent contracts between the vendor(s) and the City. It should be understood by the vendor(s) that this means that the City expects the vendor(s) to satisfy all requirements listed herein. Any exceptions should be explicitly noted in the Vendor's Proposal.

### **STANDARD FORMS AND CONTRACTS**

Any forms and contracts the vendor(s) propose(s) 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. Any forms and contracts not submitted as part of the bid and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: licensing agreements, maintenance contracts, and software support agreements.

### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

### **PERFORMANCE BONDS**

The City may require the selected vendor(s) to provide a performance bond upon award of the contract. This bond shall equal in amount to **100%** of the total price to the City of purchased hardware, software, and services. The Surety of the bond shall remain in effect until all acceptances of purchased hardware, software, and services have been executed by the City. In the event that the vendor(s) fail(s) to perform their obligations under any contract between the vendor(s) and the City, the bond shall be paid to the City. The vendor(s) further agree(s) to save and hold harmless the City from all liability and damages of every description concerning any subsequent contracts.

### **REFERENCES**

Vendor will provide references with a focus placed on reference from other Municipalities.

### **GENERAL INFORMATION**

Contract negotiations will be undertaken with that Vendor whose RFQ response best delineates the factors showing the Vendor to be qualified, responsible, and capable of performing the work necessary to provide the City with the services required. The Contract that may be entered into, considering qualifications, experience, and other factors, will be that which is most advantageous to the City. The City reserves the right to consider RFQ responses or modifications received at any time before award is made, if such action is in the best interest of the City. The City reserves the right to reject any and all RFQ responses received as a result of this RFQ, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City .

The City does not intend to award a Contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

### **SELECTION PROCESS**

The agreement between the City and the selected Vendor will be awarded on the basis of whose qualifications: 1). most closely conforms to the terms and conditions of this request, 2). is the most advantageous to the City, as determined by the selection criteria, and, in the sole opinion of the City, is best qualified, and 3). provide a reasonable and justifiable cost estimate for the project.

Each Vendor is to provide complete information about their company. In addition to standard data, please include the following information:

1. What is the primary focus your company?
2. What percentage of revenue is generated by network services?
3. How long have you been providing network services?
4. How many municipalities do you provide network services to?
5. Information on at least Three (3) municipal customers. This information shall include the name, address, name of contact person, and phone number for each customer. A brief description of the services and products provided by the Vendor to each customer should also be included.

### **CURRENT CONDITIONS**

This section of the RFQ provides current conditions for all departments. The current conditions outlined are not exhaustive and in no way relieves the Vendor from investigating current conditions as necessary to supply a representative RFQ response.

**Current Organizational Structure** -- The City government is comprised of multiple departments of varying size and responsibilities. The majority of the departments are located within the City's Civic Center. The four departments, Police, Fire, Department of Public Services and our Senior Center are located in their own respective buildings within a few miles from the City's Civic Center.

**Current Computer and Peripheral Standards and Equipment** -- The City's current hardware minimum standards for its PC desktop purchases are Pentium 4 MHz, 80 GB HD, and 2 GB RAM. We operate in a mixed PC OS environment (Win XP, Vista, and Windows 7). Our server environment contains both Windows 2000, 2003, and 2008 based solutions. The City has standardized on the Dell as a hardware platform for both PC and servers. Firewall protection is provided by both WatchGuard and NetScreen appliances.

**Current Software Standards** -- The City has standardized on the following products:

Office Suite: Microsoft  
Database: Microsoft SQL, ACT!  
GIS: ESRI  
Financials: BS&A Software  
Assessing: BS&A Software  
Treasury: BS&A Software  
Permitting: Accela Permits Plus

Public Safety: CLEMIS  
Recreation: Active Networks Class Software  
Antivirus: Symantec Endpoint  
Backup: Symantec Backup Exec  
Archiving: GFI Mail Archive / Mail Essentials  
Virtualization: VMware ESX Server 3.5

**Current Networking Environment** – The City currently operates in a Cisco IP based protocol environment. The City's main server room is located within City Hall. Connectivity to the Police Department, DPS, 3 of the 4 Fire Stations is made via a fiber connection. All other WAN locations are services via a shared (voice and data) T1 connection.

### **SELECTION AND DELIVERY**

- A. Evaluation will be based on the Vendor's ability to meet the requirements and technical desirability as outlined. Any other factors not specifically stated therein, but which arise as a result of the evaluation of the RFQ responses submitted, can be used in determining which RFQ response will be accepted.
- B. Vendors selected for final evaluation may be required to make an oral presentation of the content of their RFQ response demonstrating their ability to meet the criteria of this RFQ. This review will cover technical and operational aspects of the proposed services.
- C. Describe the customer and field service phone support, accessibility, location, hours of operation, and any restrictions on the use of this service. Please include the average and maximum number of operator/technicians on duty during those hours, and the number of clients served by this service bureau.
- D. Network Engineer(s) will be required to pass a background check administered by the Novi Police Department.

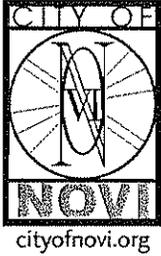
### **TECHNICAL REQUIREMENTS AND QUALIFICATIONS**

The essential requirements and desirable qualifications which are specified in this section are designed to assist the Vendor in proposing a method for best meeting the needs of the City. The City is open to all recommendations which will meet the proposed requirements.

- A. Provide a list of network certifications for both your organization and the designated Network Engineer. Onsite Network Engineer must be CISSP certified.
- B. Provide costing for 24x7 emergency support services and minimum response times.

- C. **DISASTER RECOVERY SERVICES** - Availability and costing of offsite server pool for emergency replacement of targeted servers. (i.e. MS Exchange, File servers, etc.)
- D. Network monitoring/notification services must be provided as part of the proposal.
- E. Vendor must provide periodic network security testing and vulnerability assessment.
- F. Provide hourly rate structure for services.
- G. Provide documented experience with both Netscreen and WatchGuard firewall appliances. Onsite Network Engineer must be certified on the WatchGuard platform.
- H. Documented experience with the City's "Current Software Standards".





**CITY OF NOVI**  
**RFQ NETWORK SUPPORT SERVICES**  
**PROPOSAL FORM**

The undersigned, as bidder, declares that he/she has carefully examined all the items of the Specifications, Instructions and Addenda herein, that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal and bid.

State payment terms: \_\_\_\_\_  
 State term bid is held firm for: \_\_\_\_\_  
 State warranty on service: \_\_\_\_\_

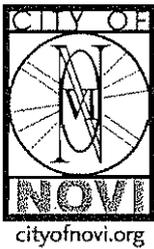
**PROPOSAL:**

**I. NETWORK SUPPORT SERVICES** \$ \_\_\_\_\_  
 (Annually)

**II. DISASTER RECOVERY SERVICES** \$ \_\_\_\_\_  
 (Annually)

Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_  
 Authorized Representative Title: \_\_\_\_\_  
 Authorized Representative Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

(Name of principal officers: designate official capacity)	(If partnership or assumed name, indicate name of owners)



**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
  
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. **All policies shall name the City of Novi, its officers, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may

reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS**  
**Indemnity/Hold Harmless**

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.