

Request for Proposals
Installation and Maintenance of Wireless Fidelity (WiFi)
City of Columbia, South Carolina
April 19, 2005

I. Overview

The City of Columbia, South Carolina (City) is soliciting priced proposals (RFP) for the third party installation, maintenance and provision of Internet service for a Wireless Fidelity System. This request will require the pricing and descriptions of all necessary equipment and installation for such a system as well as backend support. Additionally, you may respond to an optional request to provide a security system for municipal use by City public safety officials.

The City is an equal opportunity employer. Individual firms or teams may respond to this Request for Proposals. A local presence will be favored in the selection process.

II. General Information and Instructions

A. Procurement Process

The RFP is not a bid. In the event that the City elects to negotiate a contract with the successful respondent, any contract shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

B. Questions

Questions are allowed and encouraged to clear up any misperception or to offer any proposed changes, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to Ryan Hyler, City of Columbia Office of Economic Development, 1201 Main Street, Suite 250, Columbia, South Carolina 29201. Questions may also be submitted via email at crhyler@columbiasc.net. Any and all questions must be submitted no later than 5:00 p.m. May 6, 2005. No interpretation shall be binding unless in writing from the City of Columbia. All questions and responses will be posted on the City of Columbia's Office of Economic Development website at www.columbiascdevelopment.com.

C. Pre-Submittal Conference

A pre-submittal conference will be held at 1:00 p.m. on April 28, 2005 at the City of Columbia's Office of Economic Development, 1201 Main Street, Suite 250, Columbia, SC.

D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities.

E. Confidentiality

All information, materials or other documents submitted by a respondent shall not be released or made otherwise available to any person or entity except City representatives assisting in this procurement process, until public opening of the proposals, unless required by law. Unless required by law, proprietary or financial information submitted to the City by a respondent will not be disclosed if respondent visibly marks each part of the proposal which respondent considers to be confidential financial or proprietary information with the word "Confidential".

Likewise, all information, materials or other documents submitted by the City to any respondent shall be confidential and shall not be released or made otherwise available to any person or entity except respondent's representatives. Prior to the public opening of the proposals, respondents and persons acting on respondent's behalf, shall not discuss or disclose any information about its proposal or anything pertaining to the proposal process to anyone.

F. Respondent's Duty to Inspect and Advise and Declare All Costs

Each respondent shall become fully acquainted with the City's requirements and the scope of the services to be provided. Respondents shall have a duty to request any information from the City, as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Part II, Paragraph B. No change order will be granted or additional compensation permitted if based upon information the respondent knew or should have known as part of the respondent's duty to become acquainted with the City's circumstances and requirements.

G. Evaluation Criteria

The following shall be used in determining the ranking of respondents, and are listed in order of relative importance:

- (i) Performance of Requested Services (30%) – Demonstration that the respondent currently has the capabilities, qualifications and experience to perform the requested services. Information provided shall include but not be limited to the number of personnel to be used by the respondent and the qualifications and experience of such personnel. The respondent should

include a complete description of the proposed WiFi system, including all equipment and should reference other locations that have experienced success with this same system.

- (ii) Cost (30%) – The total cost, both initial and ongoing, to provide the requested services should be included in a separate envelope as set forth below. The proposed cost should include all things necessary for installation, including roof rights and electrical supplies. Respondents should also include the cost of ongoing maintenance and a description of all warranties. All costs should be itemized by each required coverage area, as set forth below.
- (iii) Past Performance (30%) – The respondent’s past experience in performing the requested services. Three references shall be provided by the respondent with the name of customer, name to contact and phone number/address.
- (iv) Local Presence of team Members (10%) – a local presence, both in initial installation and ongoing support and maintenance will be viewed favorably.

H. Proposals, Format

All proposals must be clearly marked “Proposals for Installation and Maintenance of Wireless Fidelity (WiFi)”. All proposals must be submitted in two separate sealed envelopes. All pricing information shall be in one envelope clearly marked “Pricing Information”, must certify that the price quoted is valid through November 20, 2005 and must be signed by an official authorized to contractually bind the respondent. All other responses to this RFP shall be in one envelope clearly marked “Technical Proposal”. Proposals must be submitted to Ryan Hyler, City of Columbia Office of Economic Development, 1201 Main Street, Suite 250, Columbia, South Carolina 29201 by 12:00 p.m. on May 27, 2005. Late proposals will be rejected.

I. Public Opening

Proposals will be publicly opened at 5:00 pm on May 27, 2005 at the City of Columbia’s Office of Economic Development, 1201 Main Street, Suite 250, Columbia, South Carolina, 29201.

J. Contract Negotiations

The City will rank, based upon the evaluation criteria, all responses. The City will begin negotiations with the top ranked respondent and will continue with negotiations down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the respondent’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

III. Scope of Work

A. Required

- (i) **Equipment Installation.** The proposed WiFi system will provide wireless Internet access via IEEE 802.11g and 802.11b (WiFi) standard-based technologies to the areas listed below. The City prefers that respondents propose a system that supports both standards, but systems supporting only 802.11b will be given consideration. The WiFi system will be capable of providing Internet access directly to a subscriber using a standard computer or PDA with WiFi capability. The City of Columbia will also require three (3) outdoor wireless kiosks, with keyboard and roller ball, including all necessary software and installation.
- (ii) **Quality of Service.** The WiFi system will provide a minimum of 90% availability over the entire area of coverage. Any modification or exception to this quality of service standard must be pre-defined in the respondent's proposal and pre-approved by the City. Otherwise, the respondent must remediate any substandard service condition at its own cost.
- (iii) **Required Coverage Area (Minimum).**
 - The Congaree Vista, defined as the area bound by Hampton Street on the north, Pendleton Street on the South, Assembly Street on the East and the Congaree River on the West
 - Main Street, running from Gervais Street on the south to Elmwood Avenue on the north; include Finlay Park
 - Five Points, defined as the area bound by Harden Street on the east, Laurens Street on the west, Greene Street on the north and Blossom Street on the South; include Devine Street from Harden to Heidt Street; include Harden Street from Senate Street to Blossom Street, include Martin Luther King, Jr. Park
 - The core campuses of Allen University, Benedict College and Columbia College
- (iv) **Backend Support Including Internet Service.** The City requires that the WiFi system provide Internet connectivity at a minimum of 250 kilobits for all users. The network must have the capability to record the number of users at any given time and the length of use per connection. It may be necessary to monitor other parameters of use such as intensity of bandwidth usage per person. The City also requires that a separate T1 line be added for private municipal communication between WiFi clients and the City of Columbia's internal network and that it be secured with a Cisco based VPN solution.

- (v) **Walled Garden Services.** It is anticipated that the WiFi system will include “walled garden” services that will provide a service portal with user disclaimer and agreement for both existing subscribers and new visitors to the system. The respondent’s proposal must describe how this walled garden will be implemented, what capabilities it will offer and how it will be managed on an ongoing basis.

- (vi) **Equipment Location and Maintenance.** The backend support equipment for this RFP shall be located at the City of Columbia’s Washington Square Building (1136 Washington Street). The respondent shall be required to provide 24/7-onsite maintenance and support of the equipment and backhaul telecommunications lines.

- (vii) **Use By Businesses.** This WiFi system is not intended to compete with existing ISP’s. However, many businesses in the downtown area may wish to extend coverage indoors for use by their customers. Respondents should include a description of packages that may be offered to companies wanting to offer extended WiFi access to their customers, including hardware costs and monthly subscription rates. This extended coverage should “appear” to be the same network as the City of Columbia’s outdoor WiFi network.

- (viii) **Cooperation With Local Colleges and Universities.** The respondent would be expected to have cooperation agreements with local colleges and universities, including Allen University, Benedict College, Columbia College and the University of South Carolina. The City will favor a proposal that provides the ability for students to access college networks, using VPN or other method, via the WiFi system’s “walled garden” page.

B. Optional

- (i) **Pricing and Revenues.** Respondents may propose pricing alternatives whereby the respondent and the City would share in the expense of initial installation, ongoing costs and revenues collected. In this scenario, the City will require that all users be allowed 2 hours of free use per device within a 24-hour period. After this period, respondents may charge for use of the system and share that revenue with the City. Respondents who choose this alternative will be expected to share the cost of the purchase and installation of the equipment necessary for operating the WiFi network. Proposals that lower the cost of security options in Section III, Paragraph B, Subsection ii will be viewed more favorably. The selected respondent will be responsible for all ongoing maintenance of the WiFi system. Respondents should include a breakdown of subscription rates, a detailed explanation of how revenues would be shared with the City and a

description of all accounting software and methods to be used. This should be included in the envelope labeled "Pricing Information" as outlined in Section II, Paragraph H.

(ii) Security Requirements for Municipal Use

The City anticipates a future use of this system for municipal and public safety departments. This would require that a WirelessMAN (W-MAN) allow for pass-through security in compliance with South Carolina Law Enforcement Division regulations for law enforcement. Your proposal should include a detailed explanation for such security measures and the cost for such equipment. As previously stated, any method for reducing costs by using shared revenues from public access would be viewed favorably.

IV. Terms and Conditions

A. Commencement of Services

Respondent shall commence providing services on the date to be specified in the contract.

B. Term of Contract

The contract shall be for a term of three years, unless earlier terminated as provided for in the contract.

C: Non-Discrimination

Respondent will take affirmative action in complying with all Federal, State and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

D. Indemnification

Respondent will agree to indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

Respondent will agree to promptly notify the City of any civil or criminal actions filed against respondent or of any notice of violation from any federal or state agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in defense.

E. Licenses, Permits and Taxes

All costs for required permits, licenses and taxes shall be borne by the respondent.

F. Ownership of Data

All data or other information generated by or used by respondent in any form whatsoever, is the property of the City and shall not be used by respondent for any purpose whatsoever except to perform the requested services.

G. Termination

The City may terminate the contract at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in its budget to pay the respondent for the requested services.
2. The respondent fails to perform any of the services required in the contract.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the respondent's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. *Force majeure*
5. Upon expiration of the three year term of the contract.

H. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and respondent.

I. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. Respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the respondent.

J. Breach/Waiver

The failure of either respondent or the City to insist upon the strict performance of any provision of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by respondent or City shall not constitute waiver of a subsequent breach.

K. Severability

In the event any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

L. Successorship

The contract shall be binding upon respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provision.