



NOTICE TO BIDDERS

The City of Edinburg is soliciting Request for Proposals (RFP) to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPs will be received until **3:00 p.m. Central Time**, on **Monday, February 15, 2016**, shortly thereafter all submitted RFPs will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPs. RFPs will not be accepted by telephone or facsimile machine. All RFPs must bear original signatures and figures. The RFP shall be for:

RFP NO. 2016-009 CITY GUEST WIFI SOLUTION

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If Hand-delivering RFPs: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing RFPs: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **60** days without taking action.

RFPs must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the RFP envelope with corresponding RFP number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your RFP referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **RFP 2016-009 CITY GUEST WIFI SOLUTION** for the City of Edinburg.

2. The SERVICES to be furnished under this RFP shall be as specified in these RFP documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF RFP

RFPs will be submitted in sealed envelopes upon the blank RFP form attached hereto. Submit three (3) complete sets of the bid, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. RFPs submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a RFP in response to this solicitation for RFPs constitutes an offer by the Bidder. RFPs which do not comply with these specifications/requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg, before opening day and hour. No late RFPs will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering RFPs: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing RFPs: P.O. Box 1079, Edinburg, TX 78540-1079

A MANDATORY pre-bid conference will be held at 2:00 p.m., February 05, 2016 at the Edinburg City Hall Community Room, 1st Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders must attend. If you have any questions or require additional information regarding this RFP, please contact Leo Gonzales Jr. Director of Information Technology, at (956) 388-8201.

PREPARATION OF RFP

RFPs MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your RFP. Person signing RFP must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent/Bidder shall state in the RFP the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDERS (Continued):

ALTERATIONS/AMENDMENTS TO RFP

RFPs **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the RFP.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a RFP, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her RFP sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. RFPs on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the RFP, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the RFP. Failure to so state will obligate bidder to complete service delivery within ONE day. Delivery time may be considered as basis of award.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

RFPs in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. RFPs subject to unlimited price increase will not be considered.

VALID RFP TIME FRAME

The City may hold RFPs 60 days after RFP opening without taking action. BIDDERS shall be required to hold their RFPs firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all RFPs, and to waive any or all formalities or

INSTRUCTIONS TO BIDDERS (Continued):

technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Contracts to multiple vendors based on low bid per item basis. All items specified on the "RFP Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the RFP forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from RFP forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this RFP package ITEMS OR SERVICES is used its meaning shall refer to the **2016-009 CITY GUEST WIFI SOLUTION** as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for RFPs shall be directed to the designated individuals as outlined in the Request for RFPs. Such interpretations, which may affect the

INSTRUCTIONS TO BIDDERS (Continued):

eventual outcome of this request for RFPs, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for RFPs/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the RFP forms for each RFP being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before RFP opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **60** days after the opening of RFPs without taking action. Bidders are required to hold their RFPs firm for same period of time.

PREPARATION OF RFP

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any RFP, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or

INSTRUCTIONS TO BIDDERS (Continued):

agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may award products/contracts to local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price, as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

BID BOND REQUIREMENTS

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to **five percent (5%)** of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No RFP may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all RFPs are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of RFPs submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their RFP.

A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

INSTRUCTIONS TO BIDDERS (Continued):

DOCUMENTS:

- A. Bidding Documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com. Bidders may print the RFP document at bidder's expense. Printing expenses are not reimbursed by City of Edinburg nor Architect.

EXAMINATION:

- A. Bidders shall carefully examine the RFP Documents and the City site locations for project to familiarize themselves with existing local conditions under which the Work is to be performed.
- B. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site. Submission of a RFP shall constitute acceptance, by the Bidder, of existing site conditions as a part of the requirements for this work.

INTERPRETATION OF RFP DOCUMENTS:

- A. Bidders shall promptly notify the City of Edinburg Purchasing Department, Lorena Fuentes, Purchasing Agent, 956-388-1895 of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.
- B. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Bidders in the form of an Addenda.

INSTRUCTIONS TO BIDDERS (Continued):

- C. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

BASIS OF RFPS:

- A. RFPS shall be on a lump sum basis and shall include all costs for this Project as described and indicated by the Contract Documents. Basis for Bidding shall be on brands, materials, processes, products, persons or organizations, etc., indicated in the Contract Documents.
- B. RFPS shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

MODIFICATION OR WITHDRAWAL OF RFP:

- A. A RFP may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of RFPS, unless the award of Contract has been delayed more than sixty (60) days.
- B. Prior to the time and date designated for receipt of RFPS, RFPS submitted early may be modified or withdrawn only by notice to the party receiving RFPS at the place and prior to the time designated for receipt of RFPS.
- C. Modification of RFPS shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time

set for receipt of RFPs; it shall be so worded as not to reveal the amount of the original RFP.

- D. Withdrawn RFPs may be resubmitted up to the time designated for the receipt of RFPs provided that they are then fully in conformance with these Instructions to Bidders.
- E. Bid security shall be in an amount sufficient for the RFP as modified or resubmitted.

LOCATION AND ACCESS TO PREMISES:

- A. The project site location: ***Refer to map layout.***
- B. The Proposer selected shall be granted access by City IT staff to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill his contract. He shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion.

STATE SALES TAX:

- A. This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

SECTION I.
GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms (hereinafter referred to as "GUEST WIFI SOLUTION") with an interest in contracting to provide installation and programming of a GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS as designated in the RFP.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

SECTION II
RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional company to install and program a GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS. The project includes installing and programming wireless radios and access points at City Hall and City Parks, as designated, in order to provide guest internet access.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and two (2) copies** of the RFP shall be submitted to the address on the cover letter. Letter of Intent from Surety Company to provide Payment and Performance Bonds shall also be required from the proposer as part of RFP.

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation.
- 2) **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications shall be listed and numbered in order of the respective article of the specification.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.
- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:** The CITY is seeking a contract with a competent firm(s); with a minimum of 5 years' experience of installation of a GUEST WIFI SOLUTION for municipalities or organizations of the same size and specifications.

a) Qualifications:

- i) List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
- ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
- iii) Describe GUEST WIFI SOLUTION, including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.

b) Experience:

- i) Provide the following information for GUEST WIFI SOLUTION (Including but not limited to outsource lab and technical firms, if any portion of the work is to be conducted by an outsource please provide Quality Assurance documentation, The CITY reserves the right to accept or reject outsource firms based on qualifications and past performance.)
- ii) Number of years of experience installing GUEST WIFI SOLUTION.
- iii) Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, include scope of services performed, date services provided and name, titles, and telephone numbers of each client or client's representative.
- iv) Specific experience with public entity clients, especially large municipalities. If company submitting proposal for GUEST WIFI SOLUTION has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.
- v) If company submitting proposal for GUEST WIFI SOLUTION is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.
- vi) Provide the following information for key personnel to be assigned to this project:
 - (1) Total years' experience.
 - (2) Primary work assignment for the projects outlined in this RFP.
 - (3) Relevant experience with projects of similar size and scope.

c) Previous Project Performance:

- i) Provide evidence of satisfactory performance on past projects
- ii) List past assignments over the past five (5) years
- iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.
- iv) Provide five recent references who may be contacted for GUEST WIFI SOLUTION performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

d) Quality of Service:

- i) Company submitting proposal for GUEST WIFI SOLUTION – Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
- ii) Describe company submitting proposal for GUEST WIFI SOLUTION policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
- iii) If company submitting proposal for GUEST WIFI SOLUTION has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.

- 3) **Proposal Pricing/Delivery** - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials and equipment necessary to complete the project.
- 4) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
- 5) **References** - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

SECTION III SCOPE OF SERVICES

Summary

This RFP is to solicit proposals from vendors who can provide the required GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS as designated. The project includes installing and programming wireless radios and access points at City Hall and City Parks, as designated, in order to provide guest internet access. This project will be "Phase One" of a possible "Phase Two" project. The City of Edinburg currently utilizes a separate internet service to provide Guest Internet access at the City Hall location only. This project will consist of incorporating city parks, Splash Pad Park – 402 S. Veterans Blvd, Municipal Park – 714 Raul Longoria Road, Memorial Park – 1212 E. Sprague and South Park – 315 E. Palm Drive. GUEST WIFI SOLUTION proposed must meet the requirements as indicated **or Comparable Equivalent to** in the specifications list in Appendix A. All equipment listed in Appendix A is for reference only. All bidders can propose equipment based on their best design capabilities. Equipment proposed for home use will not be accepted. All proposed equipment must meet industry standards and must meet City's requirements.

Project Goals/Objectives

The GUEST WIFI SOLUTION project consists of providing Guest WiFi Internet access at City Hall and City Park locations as designated in this Request for Proposal. The standalone Guest Internet service currently in use is located at City Hall – 415 W. University Drive. There are currently 4 wireless access points located in City Hall that are providing Guest WiFi access. These 4 wireless access points will be replaced as part of the project in order to provide ample coverage for City Hall, Courtyard and Auditorium locations.

For City Park locations, wireless access points and network equipment will be required as such:

- **Municipal Park**
There will be Four Wireless Access Points needed. Two of the APs will mount to scoreboards at the baseball fields which will have an enclosure and 110 power installed in the enclosure provided by the City prior to installation. The third AP will be installed on the field house near the City World Birding Center and the fourth AP will be installed at the pavilion. Each AP will connect back to a central point in the park on one of the pavilions. There will need to be a Point to Multipoint wireless system to support the connection of the four APs to the pavilion. A backhaul solution will need to be installed from the pavilion to the South Water Tank. This location will require an outdoor switch to connect all the devices.
- **Splash Pad Park**
There will be One Wireless Access Point at this location along with a wireless connection back to the South Water Tank. The AP will be mounted to the concession stand located at the park. Any necessary switch equipment will need to be included in the proposal. The City will provide room in one of the electrical rooms for the equipment and 110 power.
- **Memorial Park**
There will be One Wireless Access Point at this location along with a wireless connection back to the South Water Tank. This AP will be mounted to the concession stand located at the park. Any necessary switch equipment will need to be included in the proposal. The City will provide room in one of the electrical rooms for the equipment and 110 power.
- **South Park**
There will be One Wireless Access Point located at this location which can be mounted about 30 to 40 feet on one of the South Water Tank legs and cabled back to the data building at the base of the tank. The radius of the WiFi signal should be strong enough to provide coverage for the Park and Pool areas.

As mentioned in the Project Summary, the initial setup will be “Phase One” of a possible “Phase Two” project depending on how much Guest WiFi usage is being utilized at each location. Therefore, proposal submitted will have to provide capability for future growth. Phase 2 may also include the addition of additional City parks.

Current City WAN equipment may be utilized as part of the project; however, the GUEST WIFI SOLUTION must remain physically separated from the City Wide Area Network (WAN) in order to maintain the security and integrity of the City network.

The GUEST WIFI SOLUTION must also include the following:

- Outdoor Access Points that are capable of the new AC wireless standard
- Access Points should provide coverage of approximately 600 foot radius or better and allow service to approximately 150 users per access point
- Access points will need to operate in a mesh environment so that access points do not interfere with each other
- Minimum of a 100MB backbone
- Will operate off of the City’s South water tank
- From the South water tank, the GUEST WIFI SOLUTION will connect back to City Hall
- At City Hall, there will be a gateway to manage the GUEST WIFI SOLUTION and provide complete management of user and content access
- Management of solution must allow the City to designate bandwidth utilization for each user that connects to the Guest WiFi Solution
- Must be built on using the 5GHz spectrum
- Use of City property such as poles or building structures
- Configuration of all network equipment and documentation
- Install and configure the management device and document process
- Install all hardware on the South water tank or tower structure
- Install all cables and switches needed at each location
- Install all wireless equipment at City Hall and each City park location as designated
- Install Point to Point or Point to Multipoint devices for connectivity from City Parks to the South Water Tank and from South Water Tank to City Hall
- Ongoing management of the network provided by selected proposer. An annual service maintenance agreement will be require.

The City is currently utilizing both North and South water tanks for its current City Wide Area Network (WAN). There are currently EIGHT City office locations that are connecting from the site location to the South water tank and to City Hall for City network access. These EIGHT locations will be taken off the current wireless solution and be connected via fiber to the City Parks and Recreation facility. The use of outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors is requested. The requested fiber will need to be installed from the South water tank base structure in a City provided conduit into the Parks and Recreation facility. Proposer will provide necessary switch to connect the EIGHT City locations to the Parks and Recreation facility network switch in the designated MDF room. All IP address schemes for all City locations must stay intact and any necessary programming must be performed by the selected proposer. The current Point to Point wireless devices used for the EIGHT City locations will need to be replaced in order to provide GUEST WIFI connectivity for all City park locations at required throughput. 1.) Point to Point or Point to Multipoint devices for each park location to the South Water Tank, 2.) Point to Point devices from the South Water Tank to City Hall, and 3.) All necessary switches are to be proposed at the proposer’s discretion.

The Proposer shall provide a proposal for equipment to provide a GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS or Comparable Equivalent to as referenced in Appendix A. All equipment listed in Appendix A is for reference only. All bidders can propose equipment based on their best design capabilities. Equipment proposed for home use will not be accepted. All proposed equipment must meet industry standards and must meet City's requirements.

SECTION IV
SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

PROPOSAL RANKING: A selection committee will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the committee will make a recommendation to the CITY Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and two (2) copies of RFPs should be submitted to:

City of Edinburg
c/o City Secretary
415 West University
P.O. Box 1079
Edinburg, Texas 78541

RFPs must be submitted by **no later than** 3:00 p.m. on Monday, February 15, 2016

SECTION V
GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order that is not to exceed 25% of the original proposal. If change order exceeds 25% of the original proposal, THE CITY obtains the right to cancel contract.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and

will be treated as confidential by THE CITY.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - a) Meet delivery or completion schedules, or
 - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of THE CITY.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and three (2) copies.**

SECTION VI
FIRM and RFP EVALUATION

RFP – EVALUATION: The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. Only RFP's ranked in the top 15 percentile will continue to the next evaluation stage. The submittal evaluation will be based on the following criteria.

30% Proposer's itemized and total proposed price

Total estimated cost for based bid given

20% Proposer's qualifications/experience/references

Financial stability

Demonstrated prior experience in providing similar services.

Proposal's compatibility with The CITY's stated purpose

20% The proposed service meeting The CITY's needs and requirements and support.

Capability to provide responsive professional service

Capability to provide off-site support and adequate on-site supervision

Adequate training provisions

Demonstrated ability to fully meet the needs of The CITY of Edinburg

Adherence to requirements of RFP

30% GUEST WIFI SOLUTION proposed

FIRM – EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

STAFFING OF PROJECT TEAM: The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES: The provider shall designate experienced staff to completely and efficiently perform the work. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

METHODOLOGY: The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

UNDERSTANDING OF PROJECT/SIMILAR PROJECTS: The proposal shall include the following:

1. Demonstrate an understanding of the scope of services
2. Address appropriate Federal/State/Local regulations and policies
3. Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, The CITY, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VII
AWARD OF CONTRACT, RESERVATION OF RIGHTS

Number of Contracts: THE CITY reserves the right to award one, more than one or no contract(s) in response to this RFP.

Advantageous Contract: The Contract, if awarded, will be awarded to the company submitting proposal for GUEST WIFI SOLUTION whose Submittal(s) is/are deemed most advantageous to THE CITY, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of the CITY Council.

Final Selection and The CITY Council Approval: THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for GUEST WIFI SOLUTION is subject to THE CITY Council approval.

Remedy of Technical Errors: THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Preparation Costs: This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity: If selected, company submitting proposal for GUEST WIFI SOLUTION will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor: The company submitting proposal for GUEST WIFI SOLUTION agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for GUEST WIFI SOLUTION actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed: Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for GUEST WIFI SOLUTION through individual Purchase Orders.

ATTACHMENT I

RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>Score</u>
1. Proposer's itemized and total proposed price Total estimated cost for based bid given	0-30	(30)	= ()
2. Proposer's qualifications/experience/references Financial stability Demonstrated prior experience in providing similar services. Proposal's compatibility with The CITY's stated purpose	0-20	(20)	= ()
3. The proposed service meeting The CITY's needs and requirements and support. Capability to provide responsive professional service Capability to provide off-site support and adequate on-site supervision Adequate training provisions Demonstrated ability to fully meet the needs of The CITY of Edinburg Adherence to requirements of RFP	0-20	(20)	= ()
4. GUEST WIFI SOLUTION proposed	0-30	(30)	= ()
Total		100%	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.

ATTACHMENT II

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

- 1 Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
- 1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to The CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to The CITY hereunder.
- 1 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 1 A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of The CITY consistent with potential exposure of The CITY under the Texas Tort Claims Act;
- 1 Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming The CITY as an additional insured shall be submitted to The CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to The CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to The CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT III

Insurance Requirement Acknowledgement

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.)
- Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT IV

**Project Requirements
Acknowledgement**

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Date

Company

Address

City, State, Zip

ATTACHMENT V

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VI

**COMPANY PROVIDING PROPOSAL FOR GUEST WIFI SOLUTION QUALIFICATIONS
GENERAL QUESTIONNAIRE**

- 1 Name/Name of Agency/Company: _____
(Full, correct legal name)
- 2 Address: _____

- 3. Telephone/Fax: _____
- 4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ___ No ___
- 5. Is your Company authorized and/or licensed to do business in Texas?
Yes ___ No ___
- 6. Where is the Company's corporate headquarters located? _____
- 7. a. Does the Company have an office located in Edinburg, Texas?

Yes ___ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____
- 8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes ___ No ___

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for GUEST WIFI SOLUTION ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Company submitting proposal for GUEST WIFI SOLUTION Qualification General Questionnaire (Attachment VI in RFP)	
Tab C – *Project Requirements Acknowledgement (Attachment IV in RFP)	
Tab D – Litigation Disclosure (Attachment V in RFP)	
Tab E – Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	
Tab F – *Insurance Requirement Acknowledgement (Attachment III in RFP)	
Tab G – Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Section II in RFP Requirements	
Tab H – Submittal Checklist (Attachment VII in RFP)	
1 Original* and 2 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

Appendix A

The GUEST WIFI SOLUTION project consists of providing Guest WiFi Internet access at City Hall and City Park locations as designated in this Request for Proposal. The standalone Guest Internet service currently in use is located at City Hall – 415 W. University Drive. There are currently 4 wireless access points located in City Hall that are providing Guest WiFi access. These 4 wireless access points will be replaced as part of the project in order to provide ample coverage for City Hall, Courtyard and Auditorium locations. The Proposer shall provide a proposal for **GUEST WIFI SOLUTION or Comparable Equivalent** to as listed in Appendix A. Detailed item pricing is required as part of RFP.

Location	Description	Quantity	ListPrice	Extended ListPrice	Selling Price
City Hall	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4			
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
	Controller Based Management system for all APs	1			
	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To connect to South Water Tank for Guest WiFi Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				

	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
South Water Tank/South Park	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To connect to City Hall for Guest WiFi Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	Cambium networks PMP 450	1			
	<ul style="list-style-type: none"> To connect to 4 City Park Sites 				
	<ul style="list-style-type: none"> Frequency availability – 2.4, 3.5, 3.65, 4.9 – 5.9 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 7, 10, or 20 MHz channels 				
	<ul style="list-style-type: none"> Configuration – Available in PTP and PMP modules 				
	<ul style="list-style-type: none"> Throughput – 125 Mbps 				
	<ul style="list-style-type: none"> Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM 				

	<ul style="list-style-type: none"> Security 128-bit AES 				
	<ul style="list-style-type: none"> Latency – 3 – 5 ms 				
	<ul style="list-style-type: none"> Synchronization – GPS Synchronization for scalability 				
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1			
	<ul style="list-style-type: none"> To be mounted at base of South Water Tank to provide Guest WiFi access for South Park 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	2			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
	<ul style="list-style-type: none"> Switch 1 – to provide connectivity for 8 city locations via fiber to the Parks and Recreation Facility 				
	<ul style="list-style-type: none"> Switch 2 – to provide connectivity for City Park locations Guest WiFi access to the PTP Backhaul to City Hall 				
	Outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors	510 ft.			
	<ul style="list-style-type: none"> To provide connectivity for 8 city locations into the Parks and Recreation network in MDF 				
	<ul style="list-style-type: none"> Take 8 City office locations off of the current City WAN and connect to fiber into Parks and Recreation facility 				
Splash Pad Park	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To be mounted to concession stand to connect to South Water Tank PMP Backhaul 				

	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1			
	<ul style="list-style-type: none"> To be mounted to concession stand 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
Municipal Park	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4			

	<ul style="list-style-type: none"> AP-1 mounted to scoreboard 1 AP-2 mounted to scoreboard 2 AP-3 mounted to field house AP-4 mounted to pavilion 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	Cambium networks PMP 450	1			
	<ul style="list-style-type: none"> To support 4 APs 				
	<ul style="list-style-type: none"> Frequency availability – 2.4, 3.5, 3.65, 4.9 – 5.9 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 7, 10, or 20 MHz channels 				
	<ul style="list-style-type: none"> Configuration – Available in PTP and PMP modules 				
	<ul style="list-style-type: none"> Throughput – 125 Mbps 				
	<ul style="list-style-type: none"> Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM 				
	<ul style="list-style-type: none"> Security 128-bit AES 				
	<ul style="list-style-type: none"> Latency – 3 – 5 ms 				
	<ul style="list-style-type: none"> Synchronization – GPS Synchronization for scalability 				
	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To be mounted to Pavilion to connect to South Water Tank PMP Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				

	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
Memorial Park	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To be mounted to concession stand to connect to South Water Tank PMP Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1			
	<ul style="list-style-type: none"> To be mounted to concession stand 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				

	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
Installation and Programming Services					