

CITY OF RANCHO MIRAGE

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
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**REQUEST FOR PROPOSALS
FOR
WIRELESS NETWORK INSTALLATION
FOR LIBRARY, AMPHITHEATER
AND CONSTRUCTION MANAGEMENT OFFICE**

**Issued:
May 31, 2016**

TABLE OF CONTENTS

ANNOUNCEMENT.....	1
MANDATORY PRE-PROPOSAL MEETING.....	1
INSPECTION OF SITE	1
ESTIMATED SELECTION PROCESS TIMELINE	1
PROPOSALS/OFFER SUBMITTAL	2
SCOPE OF SERVICES.....	2
GENERAL INSTRUCTIONS FOR SUBMITTAL.....	35
PROPOSAL FORMAT AND CONTENT.....	38
AWARD OF CONTRACT	41
APPENDIX (BILL OF MATERIALS)	43
EXHIBIT "A" (RANCHO MIRAGE LOGICAL DIAGRAM).....	44
EXHIBIT "B" (LIBRARY ACCESS POINT PLAN).....	45
EXHIBIT "C" (AMPHITHEATER – WIRELESS LOCATION).....	46
EXHIBIT "D" (AMPHITHEATER LARGE – SCALE PLAN).....	47
EXHIBIT "E" (AMPHITHEATER STAGE PLAN).....	48
EXHIBIT "F" (AMPHITHEATER CROSS – SECTION).....	49
EXHIBIT "G" (OUTDOOR ACTIVITY SPACES – LOOKING NW).....	50
EXHIBIT "H" (OUTDOOR ACTIVITY SPACES – LOOKING SE).....	51
EXHIBIT "I" (AGREEMENT).....	52
EXHIBIT "J" (ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS).....	72

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ANNOUNCEMENT:

The City of Rancho Mirage (“City”) invites proposals from qualified, competent, knowledgeable, and experienced companies that will provide full-service Wireless Network Installation services for the City’s Library, Amphitheater and Construction Management Office and administer the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract (“Agreement”) for the services and duties as set forth in this RFP.

The work to be accomplished includes, in general terms, all aspects of Wireless Network Installation services for the Library, Amphitheatre and Construction Management Office.

MANDATORY PRE-PROPOSAL MEETING:

A mandatory pre-proposal meeting will be conducted at **9:00 A.M., on JUNE 10, 2016**. The meeting will be held in the Barker Conference Room at the City of Rancho Mirage Public Library, 71-100 Highway 111, Rancho Mirage, CA, 92270. Immediately following the pre-proposal meeting, City staff will accompany interested parties wishing to tour the City facilities identified in the Scope of Services portion of this RFP. This will be the only time that tours of such City facilities will be conducted. No pictures or videos will be allowed. **NOTE: Picture identification will be required of all attendees.**

INSPECTION OF SITE:

Proposers must examine the sites identified in the Scope of Services portion of this RFP and acquaint themselves with all conditions affecting the work required therein. In submitting their proposals, proposers warrant that they have examined the sites and conditions thereof, including in the context of the ability to access materials, workmen and equipment and the ability to protect existing surface and subsurface improvements. No claims for allowances - time or money - will be allowed as to such matters.

ESTIMATED SELECTION PROCESS TIMELINE:

Estimated Selection Process Step	Estimated Date(s)
Requests for Proposals forwarded to Vendors	May 31, 2016
Mandatory Site Visit for Vendors	June 10, 2016, 9:00 a.m.
Deadline for Vendor Questions	June 14, 2016, 5:00 p.m.
City To Issue Addendum with Answers to Vendor Questions	June 20, 2016
Proposals Due	June 30, 2016, 1:00 p.m.
Oral Presentations by Vendors (if required)	Week of July 4, 2016
Award of Contract	July 21, 2016
Begin Implementation	August, 2016

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **1:00 p.m. on JUNE 30, 2016**, and each must be submitted in a sealed envelope plainly marked on the outside **"SEALED BID FOR WIRELESS NETWORK INSTALLATION FOR LIBRARY, AMPHITHEATER AND CONSTRUCTION MANAGEMENT OFFICE - DO NOT OPEN WITH REGULAR MAIL"** to:

The City of Rancho Mirage
 Attn: Jason Jaurigue, Information Services Manager
 69825 Highway 111
 Rancho Mirage, California 92270

It should be noted that this project is subject to City Council approval and may be a phased or multi-year project, regardless of the selected vendor.

SCOPE OF SERVICES:

The selected firm shall provide to the City all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

Install a wireless network at the Rancho Mirage Public Library, the Rancho Mirage Community Park Amphitheater and the Construction Management Office adjacent to the Amphitheater.

General Scope of Work

1. Provide cabling, wireless access points, installation and configuration.
2. Provide indoor and one outdoor wireless access points at the Rancho Mirage Public Library.
3. Provide outdoor wireless access points with enclosures for the Amphitheater
4. Provide an indoor wireless access point for the Construction Management Office.
5. Provide additional network switches for the Amphitheater and the Construction Management Office.
6. Coordinate wireless access point installation with City's existing Cisco network equipment and Cisco on premise wireless network.

Procurement Information

1. This document will deal with the specification and procurement of a wireless system for the Rancho Mirage Public Library, the Amphitheater and the Construction Management office near the Amphitheater.

General Requirements

1. The Vendor shall furnish and install all necessary labor, material and/or equipment required to complete the work as described within the RFP documents and as specified herein for the City.
2. The City will provide expected wireless access point locations as a part of the floor plans outlined above.
3. The City will work with the selected vendor to finalize access point locations based on the selected wireless access point characteristics.
4. The Vendor shall carefully investigate the site and conditions, verify dimensions by actual measurement if necessary, and coordinate the work accordingly. The Vendor shall be responsible for the accuracy of all such measurements and the precise fitting and assembly of the finished installation.
5. The RFP response of the wireless installation is explained in the "Scope of Service" section of the RFP Documents. The pricing response is to include the

furnishing and installation of all wireless system materials as listed in the Products Section and all associated materials not listed, yet required, for a complete installation.

6. No substitutions, deletions, changes, or additions of wireless access point locations shall be permitted without written approval from the City's Project Manager (PM).
7. The Vendor shall be responsible for the protection of its work until such time that the City issues written acceptance of the Wireless Network.

Qualifications of Vendor

1. This RFP is open to all accredited resellers of state-of-the-art wireless Local Area Network (LAN) solutions. Vendors must be certified by the manufacturer in all hardware and software required by this RFP.
2. The Vendor shall be licensed to do business in the State of California.
3. The Vendor shall have worked satisfactorily for a minimum of three (3) years on systems of this type and size.
4. If the use of subcontractors is approved, they shall assume all rights and obligations toward the Vendor that the Vendor assumes toward the City and Engineer.

Coordination

1. The Vendor is to coordinate its activities with the City's PM on the project and attend project management meetings as directed.
2. Prior to the project kick-off meeting, the successful Vendor is to prepare and furnish to the City's PM a detailed installation schedule of events for the wireless work.
3. The schedule is to indicate daily work of the project.
4. This schedule will be utilized to track the progress and status of the installation and to coordinate work efforts with individual administration at each location.
5. Once agreed to and submitted, any deviation to this schedule must be approved by the City's PM. The schedule must comply fully with the completion dates included in the Contract Documents, unless modified by issuance of an Addendum.
6. The preparation and agreement to an installation schedule is to be coordinated between the Vendor and the City's PM.

Detailed Scope of Work

The project will include wireless equipment, wireless mounting brackets, wireless access points and physical or virtual controllers (depending on whether the solution is controller based or controller-less), copper patch cables and any necessary management software with associated hardware. This must be a turnkey solution. No other third-party equipment purchases shall be required for complete implementation of the wireless system. Cabling from telecommunications closets to each wired access point location will be the responsibility of the Vendor. Connection of a wireless mesh access point to electrical power will be the responsibility of the vendor. The City prefers a wireless solution that will connect to the City's existing Cisco wireless controller, but will accept proposals that meet the specifications from multiple manufacturers. The wireless controller is a Cisco model 5508. There are available controller licenses for the new access points.

The main scope of work for this project is as follows:

Wireless Network Project Scope:

1. Note: All new products in this section are described in greater detail in the Products section of this RFP.
2. Library – provide indoor wireless access points and one exterior wireless access point in weather-resistant enclosure in the quantities shown in Table 1 and locations provided in the attached Exhibit B Rancho Mirage Public Library – Wireless Access Point Layout Diagram.
3. All Library work effort associated with this Scope of Services shall take place when the Library is closed as second-shift work. Library hours are 9:00 a.m. - 6:00 p.m. Monday, Tuesday, Thursday, Friday and Saturday, and 9:00 a.m. - 8:00 p.m. Wednesday. The Library is closed on Sunday.
4. All Amphitheater and Construction Management Office work effort associated with this Scope of Services shall take place when these locations are not scheduled for regular events or hours. Coordinate the schedule of events with the City's PM.
5. Existing Library switching environment is comprised of Cisco Catalyst 3560 POE switches, which will remain, and be reused with the new wireless access points. Verify that access points are compatible with switches.

Amphitheater – provide outdoor wireless access points in weather-resistant enclosures, in quantities shown in Table 1, and locations shown in the attached Exhibits C through F.

1. Provide new 24-port POE+ Cisco switch. Mount switch in Amphitheater telecommunication closet rack.
2. Provide UPS for new switch and existing network equipment. Rack-mount UPS and plug UPS into available 20-amp electrical receptacle.
3. Provide structure cabling from rack to amphitheater access points, including access point location in telecommunications hand hole in back of Amphitheater seating area.
4. Provide telecommunication-grade lightning arrestors at either end of cabling to access point in telecommunications hand hole.
5. Mount access points using methods that minimize disruption to the architectural appearance of the Amphitheater. Vendor to submit shop drawing of mounting detail, cabling route, pathway, and cabling enclosure for approval by the City's PM prior to installation.
6. Conceal cabling runs from rack to access points wherever possible. Where cabling cannot be concealed, provide exterior galvanized 1.5-inch conduit pathway. Paint conduit and supports with exterior-grade commercial paint, to match finish of the materials it is mounted to. Submit cabling route to the City's PM for approval, prior to running cable. Coordinate with the City's PM and architect for penetrations through structural steel, wood, concrete or other architectural elements.
7. Provide an outdoor wireless access point in a weather-resistant enclosure, mounted within the telecommunications hand hole in the back of the Amphitheater area. Vendor to verify hand hole location.
8. Provide high gain directional antennas for coverage to the Amphitheater seating areas and adjacent lawn areas. The extent of coverage is shown on the Exhibits.

Construction Management Office – provide an indoor wireless access point.

1. The Construction Management Office is located adjacent to the Amphitheater. The general location is shown on Exhibit A.
2. Vendor to verify suitability of existing switch and UPS to handle one additional wireless POE+ access point. If required, provide the following new equipment:
 - a. Provide new 24-port Cisco POE+ switch for Construction Management Office.
 - b. Provide new rack-mounted UPS for switch.

c. Provide interior wall-mounted cabinet in the location specified by the City’s PM within the Construction Management Office. Mount the new Cisco switch and UPS within the cabinet. Vendor to provide new 20-amp circuit from existing panel to the inside of the cabinet. Vendor to verify the availability of power in the existing panel.

Mount one interior wireless access point centrally on the ceiling of the Construction Management Office. Cable back to the new wall-mounted cabinet with standard wireless cabling as specified for the Library installation. Patch and configure for wireless access.

Table 1

Location	No. of Access Points	Weather Resistant Enclosures	Comments
Rancho Mirage Public Library	10	1	9 Interior and 1 Outdoor wired AP
Rancho Mirage Amphitheater	7	7	Outdoor wired APs
Construction Management Office	1	--	Interior AP
Total	18	8	

Prior to the start of implementation, the Vendor shall perform a wireless network survey of the Library, Amphitheater and Construction Management Office. With the results of the survey, the Vendor shall note indoor and outdoor areas where the Received Signal Strength Indicator (RSSI) is less than -67 dBm, with an estimated Noise Floor of -92 dBm, for a target Signal-to-Noise Ratio (SNR) of greater than 25 dBm. The Vendor shall provide recommendations of how to correct these low signals. This pre-installation wireless survey shall include the following information:

1. 2.4 GHz, 5 GHz.bands.
2. Data survey.
3. Airmagnet survey software, or equal.
4. Passive survey.

5. Auto sampling.
6. Perform a survey with an iPhone 6 and a laptop with an antenna that matches the type used in laptops provided for the library staff.
7. Coverage areas shall include stairwells, electric rooms, mechanical areas, and toilet rooms.
8. Heat map that displays RF coverage for all 'in-scope' areas with coverage set at the target SNR for cell edge with a signal legend.
9. Heat map that displays SNR for all 'in-scope' areas with the target SNR and an SNR legend.
10. Heat map that displays the noise floor for all 'in-scope' areas with the target noise floor set and a noise floor legend.
11. Spectrum Analysis screenshots and recordings of possible sources of interference. Provide the following analyses - Fast Fourier Transform (FFT), spectrograms, duty cycle, and max hold.
12. Identify and list possible sources of interference. A walkthrough should be performed through the facility. Ask about and look for possible sources of interference, such as microwave ovens, cordless phones, and so on.
13. Use the AP specified in this proposal.
14. For the Library and Amphitheater, provide three APs, located as close as possible to their final locations.
15. At the completion of the project, the Vendor shall be responsible for removing all Library pre-existing wireless access-point data cabling, patch cords, faceplates, jacks, and associated patch panels. There are no existing access points in the Amphitheater and the adjacent Construction Management Office.
16. The existing Library wireless network consists of manufacturer and model of existing Library access points, in quantities shown in Table below. The Vendor shall be responsible for removing and turning over to the City all abandoned wireless access-point devices.

Table 2

Location	No. of Access Points
Cisco AIR-LAP1131AG-A-K9	6
Cisco AIR-CAP3502I-A-K9	1
Total	7

The Vendor shall provide in its proposal all costs associated with equipment lift rentals and refuse disposal containers. City equipment will not be provided for Vendor use.

Lifts and special cages will be required as follows per Table 3 below:

Table 3

Location Requiring Lifts	No. of Access Points
Rancho Mirage Public Library	6
Rancho Mirage Amphitheater	6
Construction Management Office	--
Total	12

17. The atrium and public areas of Rancho Mirage Public Library will require the mounting of access points at a height of approximately eighteen (25) feet on a finished drywall ceiling area.
18. Note that the Amphitheater stage has tight ramp clearances. Vendor shall verify clearances before installation, to obtain a lift that will work in this area.
19. All outdoor access points at the Amphitheater shall be enclosed in weather-resistant enclosures.
20. The Vendor shall be responsible for providing and installing all new wireless data cabling at the locations indicated on the Exhibits for a complete installation. Additionally, this Vendor shall be responsible for installing and patching at the work area all new wireless access-point devices. New wireless access-point devices and mounting equipment to be provided by the Vendor.

21. The Vendor is to furnish and completely install the specified faceplates, jacks, patch panels, cable, raceway components, and machine-printed labeling required for a complete installation.
22. Typical wireless access-point drop locations will be comprised of three (3) Plenum-Rated Cat 6A, 10 GB, UTP cables terminated within a plenum-rated, dual-port, surface-mount box equipped with three (3) Cat 6A 10 GB RJ45 jack/modules. The Vendor is to coil 15 feet of additional cable at each wireless access-point drop location for future relocation.
23. Within each wiring room, the Cat 6A 10 GB, 4-pair UTP cables will be terminated on new 24-Port and/or 48-port, Cat 6A, 10 GB patch panels mounted in existing equipment racks/cabinets.
24. Acceptable cabling manufacturer:
 - a. Hubbell
 - b. Manufacturer with equivalent product
25. Hubbell Category 6A, 10 GB Patch Cords shall be provided by the Vendor. Vendor shall be responsible for installing patch cords at wireless access-point device/drop locations and within the telecommunications wiring room to connect to existing in Library or new Cisco switches in Activity Area (and Construction Management Office).
 - a. Provide 15-foot patch cords at wireless access-point device/drop locations
 - b. Provide the following lengths of patch cords within telecommunications wiring rooms:
 - i. 6-foot patch cords – 10
 - ii. 3-foot patch cords – 7
 1. 6-foot patch cords – 10
 2. 3-foot patch cords – 7
26. Existing cabling pathways may be used for the installation of new cabling, provided that conduit/J-Hook fill-capacities are maintained. Where existing pathways are not suitable for new cable installation, the Vendor shall furnish all labor and materials to install the new pathways as required for a complete installation. Cabling will be routed from the wireless access-point drop location to the respective wiring room through plenum ceiling spaces. Overhead routing of cables are to be supported within J-hooks rated for Cat 6A cabling secured to the

structure above. New J-hooks shall be installed 4 feet on centers along the cable path to each wireless drop location.

27. The Vendor shall be responsible to provide and install all required metal conduit sleeves for a complete installation. Vendor shall firestop all penetrations through floors and fire-rated walls that have been utilized for the installation of this new cabling system under this contract.
28. Where cabling must be run within a finished library space, provide single-channel metallic raceway. Raceway color to match surrounding finishes as closely as possible, from manufacturer's standard color choices. Acceptable manufacturer: Wiremold or equal.
29. The Vendor is to perform test and certification of the newly installed cabling system and is to provide test result documentation certifying that the cabling system meets industry standards. All cables are to be tested with a handheld cable tester having ISO Level IV and TIA Level IIIe accuracy (minimum) for Category 6A certification. Test reports are to be printed and assembled in binders as well as submitted in native electronic format. Vendor will provide all appropriate software and licensing to allow the City to view the electronic form of the test results.
30. The Vendor shall furnish to the City legible record "As-Built" documents which reflect any changes made to the design during the installation.

Vendor Qualifications

1. The cabling Vendor shall be licensed to do business in the State of California.
2. The Vendor is required to be a Hubbell Premise Wiring Certified Installer (or approved equal) and have on staff technicians assigned to this project certified by Hubbell for the products being installed.
3. The Vendor shall have worked satisfactorily for a minimum of five (5) years on systems of this type and size.

Structured Cabling System Warranty

1. This project has been designed based on a Hubbell Premise Wiring (or Approved Equal) Structured Connectivity System (SCS) installed by a Hubbell Certified Installer (or Approved Equal). The completed installation shall receive a numbered Registration Certificate for the manufacturer. Provide any and all

registrations from the manufacturers for the installed cabling system.

2. All additional warranties that may be placed on the installation by the cabling Vendor due to affiliation with the material vendor are to be noted.
3. Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the Vendor for a minimum of two (2) years (“the Term”) from the City’s acceptance of the project against any defects. The Vendor, at no additional cost to the customer, shall correct defects which may occur as the result of faulty materials or workmanship within the Term after installation and acceptance by the customer. The Vendor shall promptly, at no cost to the customer, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within the Term after completion of the project of which the work is a part. The Vendor’s warranties shall commence with acceptance of or payment for the work in full.
4. The Vendor shall be a registered business partner of the cabling system being proposed. Additionally, the Vendor shall provide, through the cabling manufacturer(s), an extended product and application assurance warranty for a minimum of twenty-five (25) years that covers the passive components of the system (i.e., cable and connectivity components that make up the passive data and telecommunications signal transmission infrastructure).

Products

Provide the wireless access-points and enclosures in the quantities listed in Table 1.

1. Wireless Equipment Requirements
 - a. Please provide a narrative description of your product’s ability to comply with each applicable technical, functional, product, system and AP requirement of this RFP.
2. 24-port switches: Cisco WS-C2960X-24FPS-L Power-over-Ethernet Plus (PoE+) switches. The proposed equipment must be configured to provide the quantities of switch ports detailed in Table 1 and Section 5.
3. Weather-resistant AP Enclosures: Oberon model 1024 or 1024C, or equal. Contractor to verify that the proposed model of wireless access point and antennas fit in the enclosure. Coordinate material of cover (model 1024 for opaque cover or model 1024C for translucent clear cover) with City’s PM.
4. Wall-mounted Cabinet: Chatsworth Products, Inc. (CPI) 25505-712 Wall-mount Cabinet

- a. 12U high x 19" standard EIA rack width x 17.7" deep rack space
 - b. 25.2" high x 23.6" wide x 23.6" deep cabinet outside dimension.
 - c. Perforated metal door
 - d. Provide model CPI model 25515-001 fan-kit
 - e. Provide mount accessories to mount switch with adequate clearance for specified patch cords
 - f. Contractor to verify that existing and proposed equipment fits within proposed cabinet prior to ordering.
 - g. Cabinet door shall remain closed without crimping specified patch cords or power cords.
5. Uninterruptible Power Supply (UPS): APC Smart-UPS X 1500VA Rack/Tower 120V, model SMX1500RM2UNC or equal commercial-grade UPS. Provide network management module with UPS.
 6. Additional items may be required as indicated in the design documents and required to provide a complete system

Product Requirements

1. Use only materials and equipment approved by UL and bearing UL labels if such labels are available for the type of materials and equipment.
2. Equipment selected and their layouts in the field shall fit the actual space availability. Equipment which makes poor use of available space or which otherwise requires substantially larger space than contemplated by the design is not acceptable.
3. Equipment provided for electric services shall be the types approved by the local utility companies.
4. Equipment furnished shall operate satisfactorily in 0 to 40oC ambient indoor and in -5 to 55oC outdoor

Electrical Requirements

1. Electrical work shall be in accordance with the applicable Basic Electrical Requirements and as specified in each individual Specification Section, in

addition to General Requirements.

2. The vendor shall furnish all labor, materials, equipment, tools, and perform all work and services necessary for and/or incidental to the furnishing, installing, testing, and placing into satisfactory operation the complete electrical work, as specified, in accordance with the applicable provisions of the contract documents, and completely coordinated with work of all other trades.
3. Although such work is not specifically shown or specified, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete electrical installation.
4. The electrical work shall include all necessary wiring for all equipment furnished under the Specifications unless otherwise specified.
5. The electrical work shall include all work listed in this Scope of Services, but is not limited to the following major items:
 - a. Outdoor Wireless mesh and wireless point to point systems.
 - b. Power tap at each City owned light pole.
 - c. Power circuit for new cabinet in Construction Management Office.

Please complete the highlighted section of APPENDIX A - Bill of Materials (BOM) by entering LIST PRICE and DISCOUNT % as appropriate. All other fields will calculate automatically. If vendor pricing formula is different, then enter the DISCOUNTED PRICE AND DISCOUNT % directly into the spreadsheet.

Technical Requirements

1. Base Requirements – All requirements of the proposed solution will be assumed to be compliant UNLESS a statement describing and explaining non-compliance is included. Statements of non-compliance shall include a description of any alternatives available to reach the same result. The following is a list of requirements that the wireless system equipment must comply with:
2. The Wireless System must comply with the IEEE 802.11 ac, 802.11ac (second wave), 802.11n, 802.11g, 802.11b and 802.11a standards for wireless Ethernet networks and the WAPs must obtain their power using the 802.3af Power over (PoE) Ethernet standard.

Security

1. 802.11i/WPA2, WPA, TKIP, WEP

2. 802.1X Authentication: EAP-TLS, EAP-SIM, EAP-TTLS, PEAP, EAP-MD5, EAP-FAST
3. WEP, TKIP, DES, AES-CCMP, 3DES
4. Active Directory/LDAP Integration
5. RSA Token based authentication support
6. Describe Firewalling capabilities between VLANS if available
7. Controller-less
 - a. Remote Access Point Management
 - b. Dynamic RF Management (Channel and Power)
 - c. Captive Portal \ Authenticated & Unauthenticated (URL Redirection)
 - d. Embedded Guest Access (Guest Portal / Guest Splash)
 - e. Support for bandwidth shaping & metering
 - f. Must support packet prioritization
 - g. Describe, if available, 802.11 a/b/g/n air monitoring (Intrusion Prevention) built into access point

Wireless Access Points

1. Multiservice legacy support for 802.11a, b, g, n, ac
2. Coverage for both the 2.4Ghz and 5Ghz spectrum
3. Support of 20 dBm (100 mW) Transmit Power
4. 3x integrated or external single or dual band, 2.4-2.5 GHz with Omni-directional antennas – 2.0 dBi gain
5. 3x integrated or external single band, 5.1-5.8 GHz with Omni-directional antennas – 2.0 dBi gain
6. Ceiling and Wall Mounting
 - a. Please describe number of network interfaces included in the proposed

solution

7. Separate Ethernet interface for configuration and support

Location Services

1. Active RFID
2. Real Time Location services

Management

1. Access Point Monitoring and Reporting
2. Bandwidth Monitoring and Reporting
3. SNMPv2, SNMPv3
4. List and describe what components are required for management including, but not limited to, physical and virtual controllers and management software and servers, which will be centrally located in the City's administrative center and what components will be required at each remote building site.

Key Questions: Please respond to the inquiries below in detail. Reference to data sheets or fact sheets provided separately is discouraged.

Please describe in detail any management features that would allow:

1. Inventory
2. Frequency management
3. Failure or distress alerts and alarms
4. On/off capability
5. Other capabilities

Remote Access Points

Please describe WAP capabilities in the event that a WAP is no longer connected to the controller.

1. Can the WAP route between VLANs locally?
2. Will selective configured SSID continue to function?
3. The system must support traffic forwarding to the attached LAN switch. Please describe this capability and any dependence on specific Cisco switch features.
4. The system must support Quality of Service (QoS) and the ability to enforce QoS tags and policies. Please describe support or provisions for QoS methods, including DiffServ, GQoS, and IP TOS, related specifically to Voice-over-WLAN (VoWLAN). Does the system support 802.1 p/q, or more specifically, the handheld or other devices that may utilize it?
5. The system must be able to simultaneously carry video and/or broadband streaming. Please address manufacturer support and challenges for this technology.
6. Describe the maximum number of simultaneous devices supported by each access point.
7. If the maximum number of devices is simultaneously utilizing an access point, what would be the expected bandwidth per device?
8. Please describe the automatic RF tuning provided by the system.
9. Can RF tuning be performed on an individual access AP?
10. In what circumstances would AP RF tuning be required?
11. Support for Rogue and Security tracking and provisioning: At a minimum, the system shall be capable of detecting and protecting against DoS, detect intrusion or rogue systems, and notify the administrator of detected rogue devices. In addition, the items below shall be considered optional:
 - a. Please describe options related to rogue devices and intrusion protection including, but not limited to, options for isolating or shutting down rogue devices.
 - b. Please describe any methods for the system to detect ad hoc networks, including hidden SSIDs, and for the inclusion of providing for interference from rogue or hidden ad hoc networks.
 - c. Describe methods and options for rogue detection, i.e. specific features and capabilities of the detection/prevention software, detail of additional software or hardware licensing required.

12. Monitoring software that provides methods for monitoring RF interference and real time monitoring and analysis: What tools provide capability for root cause analysis in the event of interference or failure?
13. The system shall provide report capabilities for use over time. Please describe the report generation capabilities of the system including, but not limited to performance statistics, link quality, throughput, network delays, latency, number of users on the network, number of devices per AP, percentage of uptime and downtime, and number of client failures.
14. Does the system provide for performance statistics and event logs to be exported? Describe the formats supported (Excel, Database, syslog server, etc.).
15. What capabilities exist for automatic distribution (e.g. via e-mail) of reports to network and building administrators?
16. Wireless connections shall be secure connections.
 - a. Authentication: The system shall provide for Certificate, Web Based, AAA, support for 802.1x, RADIUS, etc. Certificate Authentication, including AAA and Web Based is desirable. Please describe any similar capabilities if these are not offered or supported.
 - b. Encryption: Support for standard and advanced encryption.
 - c. Support for Time of Day or duration based access, packet rate limiting bandwidth for guest access and support for secure tunneling via IPSEC/GRE.
 - d. It is assumed the system is in compliance with 802.11e and 802.11. Please note or explain any discrepancies.
 - e. Can device-to-device traffic be blocked?
 - f. Please describe any firewall capabilities in each access point.
17. Do the proposed APs have an integrated packet capture capability?
18. Please describe packet capture capabilities.

Functional Requirements

Controller-less AP-specific requirements

1. Include any licenses with cost that are required for this described functionality in Appendix A – Bill of Materials.
2. The wireless solution proposed must be an enterprise class system and be resilient and highly available as a whole. Detail how your proposed solution will achieve this, including schematics as needed to provide full description. Provide typical failure scenarios and highlight any single points of failure, including any loss of feature(s) or functionality when running in “fail-over” mode. Also include description of notification process for broken primary link(s).
 - a. The system must be designed to ensure there is no local loss of service of wireless to end users at any sites if the controller fails.

Application-Specific Requirements

1. How is latency measured within the wireless network? Please explain any differentiation that may apply to latency sensitive applications such as voice.
2. There shall be no more than 100 milliseconds between a client move from one AP to the next to eliminate loss of service.
3. How are roaming clients handled?

Network Management

1. Provide an example of network management topology.
2. Does the network management application integrate into a system management framework?
3. Are client Identification reports possible, based on operating system or browser type to identify types of clients? i.e. PC Laptop vs. iPad. If the system does allow for this functionality, detail how it functions. (via MAC address or Layer 7 Inspection?) Identify all client fields which are captured.
4. Network management application shall allow for configuration management of all wireless infrastructure components.
5. Application shall allow for preset parameters to be downloaded to APs.
6. Application shall allow APs to be placed in groups to facilitate standard configuration while allowing different configurations based on usage scenarios within this type of location.

7. Please explain your procedure for provisioning a new AP. It is preferable that provisioning be self-provisioned without any manual intervention from the system administrator.
8. Describe the capabilities of your central management platform, including Firmware Updates, Configuration Changes, Monitoring, and Diagnostics, for all proposed network components.
 - a. With a cloud-based controller system, describe the change management process and customer notification process for updates to cloud-based controllers. There cannot be automated updates that occur without coordination and approval from the City.
9. Can your system provide captive Web portal functionality? If so, describe the features and function of your captive Web portal.
10. Does the system provide for context-aware functionality e.g. the ability to limit guest access based on time and date?
11. Describe the system's interference mitigation capability.
12. Access points shall be capable of being managed, configured, and monitored by an independent wireless network management solution. Can a common tool such as SolarWinds be used for wired and wireless network management? Please specify.
13. Confirm that the network management solution shall perform the following tasks:
 - a. Collect and displays client device data.
 - b. Provide client device report filters for inventory reporting by device classification.
 - c. Automatically track every user and device, wireless and remote, on the network.
 - d. Provide visibility into the wired infrastructure.
 - e. Provide visibility into clients associated to network including location, Signal-to-Noise Ratio (SNR), and connection speed.
 - f. Log and display radio and Remote Authentication Dial-in User Service (RADIUS) errors, including noise floor and channel utilization information.
 - g. Offer rapid drill-down from network-wide to device-level monitoring views.

- h. Collect and displays client diagnostic, radio diagnostic, Radio Frequency (RF) health, and RF performance information.
- i. Map upstream relationships between access points, controllers, and switches to identify the root cause of downtime and performance problems.
- j. Correlate performance and downtime issues and send only a single alert in the event of an upstream device failure.
- k. Define configuration policies through a Web user interface or by importing a known-good configuration from an existing device.
- l. Use hierarchical policy definition to provide general configuration updates across the entire network without overwriting settings that vary from location to location.
- m. Efficiently distribute software updates to eliminate manual updates.
- n. Intelligently schedule automated configurations and firmware updates.
- o. Archive device configurations for auditing and version control.
- p. Maintain detailed audit logs of changes made by all operators.
- q. Provide an integrated RF planning tool that generates and incorporates heat maps. Please include sample screen shots and reports.
- r. Support autonomous, controller-less, and mesh access points.
- s. Provide an Extensible Markup Language (XML) Application Programming Interface (API) for integration of valuable location data with other applications.
- t. Run on standard PC hardware using a standard Windows operating system.
- u. Implement device communication through Secure Shell (SSH), Telnet, Simple Network Management Protocol (SNMP) v1/v2c/v3, and other standard protocols.
- v. Simulate failures to enable analysis of what-if scenarios for proactive RF coverage planning.
- w. Establish flexible rules-based determination of the impact of a rogue access point to the existing environment.

- x. Provide a central management console for monitoring wired and wireless intrusion detection and prevention activity while simultaneously identifying and neutralizing rogue access points.
- y. Display the location of each rogue device and client on a building floor plan.
- z. Aggregate, correlate, alert, and log wireless attacks that are detected and reported on the network to provide a comprehensive picture of infrastructure security.
- aa. Display the locations of rogue access points for faster investigation and threat removal.
- bb. Classify potential threats based on customized rules that define the characteristics of rogue devices and reduce false-positives.

Support Integration of future Network Access Control (NAC) Policy Management

1. Access points shall interface with an independent policy management solution with role-based policies, detailed endpoint profiling, enterprise-grade Remote Authentication Dial-in User Service (RADIUS) / Terminal Access Controller Access-Control System Plus (TACACS+), Bring Your Own Device (BYOD), and Apple Bonjour-enabled device registration, mobile device management (MDM), and administrative Web access.
2. Support the following in the future NAC policy management:
 - a. Interface with City's Inter-Cluster Lookup Service (ILS)
 - b. Built-in guest, profiling, and network access control, with a timed lease.
 - c. Simple policy creation and troubleshooting interface.
 - d. Proactive policy simulation and testing utilities.
 - e. Real-time user and device access logs that track each authentication;
 - f. Dashboards for user and device authentication analysis.

System Requirements

1. The wireless solution must support 802.11ac. Describe the 802.11ac access points that are part of your response. The 802.11ac access points must support

3x3 or 4x4 Multiple Input, Multiple Output (MIMO) method or variant.

2. System must support roaming devices without loss of service when changing to another AP for all mobile devices including but not limited to Android, Chromebooks, Windows Tablets and Laptops, Apple iPads and Laptops.
3. Manage Apple Bonjour messaging by forwarding Bonjour across subnets and VLANs, limiting Bonjour by service and VLAN, limiting Bonjour by user role as defined by policy, limiting multicast messages over Wi-Fi, and, in conjunction with management policy, limiting Bonjour by device City and/or device location.
4. System must support local switching – APs egress/ingress user traffic at local switch.
5. Support mesh capability – (APs shall support mesh without data cabling between nodes. A new AP shall have the capability of coming online without a physical LAN connection directly to the AP, yet have the ability to participate on the same network)
6. An integrated wireless intrusion detection system shall safeguard the network from unauthorized or rogue access points, clients, and other devices that could potentially harm network operations. Please detail how your solution implements this feature.
7. The wireless intrusion service shall log unauthorized access points and clients, and generate reports about unauthorized activity.
8. The wireless intrusion service shall use active rogue access point prevention and disable auto-join to prevent malicious access points from associating with the network, thereby ensuring that only authorized access points are permitted to connect.
9. Operating System (OS) fingerprinting shall gather information about each client connecting to the network to help identify rogue clients, including clients running an OS with known vulnerability that by policy shall not be allowed on the network.

AP Requirements

1. Spectrum Analysis Capabilities - solutions that provide analysis of the wireless LAN for quick and effective troubleshooting, compliance auditing and remediation of guest devices, if necessary.
2. Provide intelligent insight into RF and network-level information to enable City technicians to pinpoint the source of potential risks or disruptive performance.

3. Describe the features and functions. Include dedicated radios and/or time slicing in channel, across the spectrum etc.
4. Automatic registration / provisioning i.e. pull configuration from centralized controllers.
5. For use in areas such as courtyards and atriums the enclosures shall be ruggedized for installation outdoors with a temperature range, -10 or -20F to 110 F, and/or support the use of external antennas.
6. Describe systems support, if available, for mobile APs i.e. placed on mobile laptop/tablet carts to supplement installed WLAN infrastructure coverage/density.
7. The proposed access points must be able to provide simultaneous wireless access for various 802.11-based clients including 802.11 a, b, g. Additionally, the higher speed 802.11n and, when appropriate, 802.11ac technology must maintain air-time priority.
8. The proposed access points must support WPA-Personal, WPA-enterprise, WPA2-personal & WPA2-enterprise.
9. The proposed access points must provide a dual 2.4 GHz and 5 GHz radio and support indoor mesh networking along with a best path forwarding algorithm to seamlessly route around failures.
10. The proposed access points shall offer 802.3 Ethernet bridging on mesh nodes and allow that bridge port to support an 802.1q trunk.
11. The access points proposed in the solution must be able to power both the 2.4Ghz and 5Ghz radio by standard 802.3af compliant power sources. Discuss how the access points can be powered through standard Category 6 cable and any limitations imposed on your solution by the 802.3af standard.
12. The proposed access points must include a Stateful Firewall which operates from Layer 2 through Layer 4 and also offer application layer gateway functionality for specific protocols such as SIP, FTP and TFTP.
13. The access point must provide Denial of Service (DoS) protection at both the MAC layer and at the IP layer.
14. The solution must allow for access point moves and adds without requiring extensive RF surveys, channel planning, or other administration. Access points shall be technician installable in response to coverage needs. Discuss how your solution facilitates this requirement.
15. The access point must support a customizable captive Web portal to either

challenge users to authenticate or force users to self-register to a wireless network.

16. The access points must provide a mechanism for user authentication to the wireless medium, and/or to production networks including both internal and external RADIUS server authentication.
17. The access point must support user or devices roles and policies that can be dynamically assigned via RADIUS or Directory server. Desired to also have location and time based policies per user or group.
18. The access point must support data rate limiting of specific applications, users or networks. Please describe how the solution meets this requirement.
19. The access points must support Quality of Service (QoS) including WMM and be able to classify traffic by network, by service or by MAC OUI and map the QoS packets to the wired network and respective VLAN. Please describe the QoS capabilities at the access point.
20. While all access points must be capable of being centrally managed and offer plug & play functionality, the operation of the access point must be independent and distributed and not require the management system for ongoing functionality within the network.

Additional Information

1. Discuss any additional technical features that you feel will be of benefit to the City.
2. Provide an overall system schematic beginning with the connection to the City's network and extending to the access points. Include all intermediate devices necessary to complete this connection and make the system fully operational.

Vendor Responsibilities and Requirements

1. The Vendor will be responsible for the installation and configuration of the wireless network, as agreed upon with the City.
2. The Vendor shall be responsible for on-site configuration and training of the City IT staff for the daily operation aspects, monitoring, management, and maintenance aspects of the system.

3. The Vendor shall name a project coordinator who shall work with the City's Project Manager to provide and approve a project schedule. The schedule shall take into account all aspects of the project, including site walk, design, installation, access point installation, location and configuration, and proof of performance testing. When installing the System in a facility with other construction occurring simultaneously, the Vendor shall coordinate with the Construction Project Manager for the City.
4. The Vendor shall be responsible for preparing a proposal for each building, based on the site walk results. This proposal shall include the following:
 - a. Review any interference or other issues within the building that would affect wireless network performance.
 - b. Review any issues or conditions that may affect the installation, or installation schedule.
 - c. Vendor to review buildings maps and occupancy numbers for common areas such as the auditorium, and other high capacity rooms.
 - d. All products, hardware and software, shall be shipping and current as of the bid due date.

Wireless Access Point Installation

The Vendor shall be responsible for installation of all mounting brackets and wireless access points as specified by the City. Wireless Access Points shall be mounted accordingly and coincide with the designated locations included in this RFP.

See cabling specification section.

1. The vendor shall:
 - a. Properly mount each wireless access point according to conditions specific the building/space, including but not limited to cages and locking cabinets where appropriate.
 - b. In hallways, ceiling mount is preferred. Alternate mounting to be approved by City's project manager.
 - c. In auditoriums or other high ceiling areas, mounting and antenna specification to be approved by the City's project manager.
 - d. Access point located in areas that damage is likely will be or where weather enclosure is needed shall be protected by protective enclosures.

- e. Install patch cable in telecommunications closets for wireless access point. Dress patch cable in a neat manner.
- f. Verify connectivity from network switch to wireless access point in conjunction with City's engineer.
- g. Document data drop and patch panel numbering on as-built drawings for City. Vendor is required to submit "As-Built" computer generated (AutoCAD, Visio or Adobe Acrobat) record drawings, which will reflect the exact location of each wireless access point.
 - i. The successful Vendor will be given an AutoCAD or Adobe Acrobat version of the floor plan with work area outlet locations for its use in developing the record drawings.
 - ii. The Vendor shall submit (1) hardcopy set of the drawings, and an electronic version on CD-ROM at the completion of the project and prior to final acceptance by the City.
 - iii. In addition to as-built drawings, Vendor shall submit a spreadsheet in Microsoft Excel-compatible format for all major hardware. The spreadsheet shall contain the following information:
 - 1. Manufacturer
 - 2. Model No.
 - 3. Serial No.
 - 4. MAC Address
 - 5. Room Location (or room location nearby, if the WAP is located in a corridor)
 - 6. Data Jack No.
 - 7. Patch Panel No.
 - 8. Network Switch No.
 - 9. Switch Port No.
 - 10. Installation Photo
 - 11. Comment

Wireless Configurations

1. Vendor is responsible for the configuration of all required VLANS in conjunction with the City staff to implement the described wireless networks.
2. Configure multiple SSID's (if required) each with separate VLAN assignment and support, each capable of differing permissions and access controls. City currently deploys 802.1Q for VLAN configuration.
 - a. Specify maximum number of SSIDs supported.
 - b. All agreed upon and configured SSIDs required shall follow these examples as guidelines:
 - i. SSID "Staff"
 1. 802.1x with PEAP\EAP-MSCHAPv2 - Protected Extensible Authentication Protocol as the authentication protocol.
 2. Encryption - (AES) protocols with a minimum key length of 128 bits.
 3. Enable the broadcast of the SSID
 - ii. SSID "Patron" – To provide registered patron access across the network.
 1. 802.1x with PEAP\EAP-MSCHAPv2 - Protected Extensible Authentication Protocol as the authentication protocol.
 2. Encryption - (AES) protocols with a minimum key length of 128 bits.
 3. Broadcast the SSID
 4. Enforce City filtering policies on patron access
 - iii. SSID "Guest"– To provide guest access across the network
 1. Configure "Guest" as an open wireless connection to the public
 2. Broadcast the SSID
 3. Permit outbound traffic destined to the internet via protocols HTTP and HTTPS only

4. Deny all other outbound traffic
5. Enforce City filtering policies on guest access
3. Passwords – Each access point will be configured with a local strong password for local access.
4. All access points will utilize SSH or HTTPS for configuration access.
5. Security Banner - Each access point shall be configured with a security banner that displays when users login to each device.
6. Vendor shall work with the City to develop a splash page to inform users that they are using City-provided public Wi-Fi access.

Vendor Completion Criteria

Vendor's work at each location shall be considered complete after the following has been accomplished:

1. All items listed in the Vendor's approved proposal have been completed.
2. All ceiling panels are in place in same or better condition than as originally found.
3. All Labels are in place.
4. All construction debris and materials have been removed.
5. The City's Project Manager has inspected all installations and reviewed proof of performance tests and accepted the installation.
6. The Vendor has provided the City with a formal knowledge exchange, consisting at a minimum of:
 - a. Complete documentation of all device configurations (may be in electronic form).
 - b. As-built and spreadsheet documentation of the location of all equipment and access points.
 - c. A formal presentation providing detailed review items, including installation, configuration, centralized intelligence devices and wireless management system, and address any final questions or concerns by the City's staff.

- d. Complete configuration of centralized intelligence device features and documentation; including at a minimum, heat maps, rogue detection, all SSIDs requested, guest provisioning, auto-notification for alarms.
7. Milestones that are to be scheduled, as a minimum, are:
- a. Install wireless access points in each location.
 - b. Install controllers
 - c. Turn up and final testing
 - d. Post-implementation documentation
 - e. Post-implementation support
 - f. Training
 - g. Additional coordination with the City's PM is to be performed to ensure that work scheduled around the location schedules and any other activities does not delay the project.
8. Vendor / City Responsibility - It will be assumed that any task required for a complete and operational wireless connectivity system not specifically stated to be the City's responsibility will be that of the Vendor.
9. Changes and Discrepancies - Any minor change in the location of a wireless access point location, equipment, etc., from that initially indicated, if directed by the City's PM, prior to the installation of the location, shall be made without charge. A "Minor Change" is defined as "Not adding any degree of difficulty to the original installation requirement."
10. Close-out and Final Acceptance
- a. The completed installation shall consist of a wireless connectivity system constructed in strict accordance with the RFP documents and specifications. Any labor, materials and/or equipment which is not indicated in the RFP documentation or specifications herein, but is necessary and/or incidental to completing the entire installation, as shown and intended, must be furnished and installed at no additional cost to the City.
 - b. At time of completion of the installation, the Contractor shall request, in writing, to the City's PM for a walk through of the installation for the purpose of preparing a final punch list towards acceptance of the installation. Once the items on the final punch list have been corrected by

the Contractor, they are to submit another request to review the punch list items and acceptance of the installation.

- c. The Contractor is required to submit "As-Built" computer-generated electronic record drawings and spreadsheet.
- d. Prior to final acceptance and payment, the Contractor shall provide the City with a warranty certificate and registration for this installation.

11. Safety - The Contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor in the performance of the work shall be at the Contractor's expense and provided for in his/her quoted price.

12. Material / Equipment Staging

- a. The Vendor will be responsible for coordinating the delivery, acceptance, unloading and storage of their materials to the premises with the City's PM. The Vendor must comply with all building regulations regarding hours, method and location of material delivery.
- b. The City will provide, within reason and at its discretion, adequate space for the Vendor to store a limited quantity of material and tools, but does not agree to provide space for the entire inventory of material and tools for the project.
- c. Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the City for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

13. Use of Site

- a. Use of the site shall be at the City's direction in matters in which the City deems it necessary to place restriction.
- b. Access to building wherein the work is performed shall be as directed by the City.
- c. Schedule necessary shutdowns of plant services with the City, and obtain written permission from the City.
- d. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the locations.

14. Continuity of Services

- a. Take no action that will interfere with or interrupt, existing building services unless previous arrangements have been made with the City's PM. Arrange the work to minimize shutdown time.
- b. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

15. Definitions:

- a. High Gain antennas refer to antennas necessary to project the wireless signal in a horizontal mounting scenario.
- b. Locking enclosures refer to additional external enclosures specifically designed to withstand physical abuse in a public environment.

Completion Time

1. The City will not be responsible to the Vendor for additional costs incurred by the Vendor in meeting guaranteed completion dates for performing the work of the specifications, including work performed on evenings, weekends, or holidays.
2. The Vendor is expected to start immediately after receipt of letter of intent from the City and will be required to enter into an agreement with the City and/or its agents.
3. The Vendor may request, by written notice to the City's Project Manager, access to the project areas before the normal work day begins and on weekends. The City will make a reasonable attempt to grant such access.

Proposal Response Pricing

1. For providing the Scope of Work as stated in the Technical Specifications, and for providing all work as described in the Specifications (inclusive of the Exhibits) for the installation of the complete Wireless Connectivity System and all associated subsystems as described in the Specifications. Complete pricing tables below.
2. Attach a detailed Bill of Material for all equipment proposed including make, model, SKU, list price and proposed price.

3. Vendor is expected to fix all prices at the proposed amounts for the duration of the contract.
4. The City reserves the right to increase or decrease the quantity of equipment to be purchased under this RFP. Any additional equipment purchased shall be priced at the proposed in the detailed bill of material provided by the Vendor as a part of its proposal.
5. Base Bid
6. For the installation of the complete Wireless Network for Library, Amphitheater and Construction Management Office.
 - a. Wireless Network for Library, Amphitheater and Construction Management Office: Total _____ Dollars (\$_____)
 - b. Attach a signed copy of Appendix A – Bill of Materials, with cost breakdown and material list to support the above price.

Unit Pricing – Wireless Equipment

1. UNIT PRICE "U1" wireless access point - indoor: For the sum noted below, the Proposer will furnish and completely install a wireless access point of the same specifications as proposed herein. Include mounting accessories, cabling, installation, patching and configuration. Assume a 225-foot cabling run from telecommunications room to access point.
 - a. "U1":\$ _____
2. UNIT PRICE "U2" wireless access point – outdoor: For the sum noted below, the Proposer will furnish and completely install a wireless access point of the same specifications as proposed herein (similar to Amphitheater access points). Include mounting accessories, cabling, installation, patching and configuration. Assume a 150-foot cabling run from telecommunications room to access point.
 - a. "U2":\$ _____
3. UNIT PRICE "U3" AP Enclosure: For the sum noted below, the Proposer will furnish and completely install a weather-resistant wireless access point enclosure suitable exterior applications, as specified in this RFP.
 - a. "U3":\$ _____
4. UNIT PRICE "U4" 24-port Switch: For the sum noted below, the Proposer will furnish and install a Cisco 24-port switch as specified in this RFP.

- a. "U4":\$_____
- 5. UNIT PRICE "U5" UPS: For the sum noted below, the Proposer will furnish and install a UPS as specified in the RFP.
 - a. "U5":\$_____
- 6. UNIT PRICE "U6" antenna: For the sum noted below, the Proposer will furnish and completely install an external ceiling mount antenna for wireless access point specified herein.
 - a. "U6":\$_____
- 7. UNIT PRICE "U7" high-gain antenna: For the sum noted below, the Proposer will furnish and completely install an external high-gain antenna for wall mount applications for the wireless access point specified herein.
 - a. "U7":\$_____

Additional Items

- 1. Following are item(s) that the Proposer:
 - a. Considers missing from the design documents and shall be furnished and installed for a complete installation; and/or,
 - b. Would like to propose as an alternate to the design. The associated cost or credit is shown. An explanation of the addition and/or alternate is required for consideration of either.
 - c. Missing items. Attach an explanation for evaluation.
 - i. "ADD" \$
 - ii. "CREDIT" \$
- 2. Warranty Acknowledgement
 - a. Vendor Warranty
 - i. Parts – Two Years
 - ii. Labor – Two Years

- b. Wireless Connectivity System Manufacturer Warranty
 - i. Enclose sample copy of warranty certificate
 - ii. Enclose copy of WIRELESS System Manufacturer Value Added Reseller Authorization of Certified Installer Certification

Other Terms

DELIVERY POINTS-Deliveries shall be made to the following addresses ONLY when specific locations are indicated in this RFP.

Location:
Rancho Mirage Public Library
71-100 Highway 111
Rancho Mirage, CA 92270

APPENDIX A

Bill of Materials (attached).

EXHIBITS A – H

Exhibits (attached).

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by **1:00 p.m. (Pacific Standard Time), JUNE 30, 2016, to:**

The City of Rancho Mirage
Attn: Jason Jaurigue, Information Services Manager
69825 Highway 111
Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after **1:00 p.m. on JUNE 30, 2016**, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a “late” proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible

for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **“SEALED BID FOR WIRELESS NETWORK INSTALLATION FOR LIBRARY, AMPHITHEATER AND CONSTRUCTION MANAGEMENT OFFICE - DO NOT OPEN WITH REGULAR MAIL.”** Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

All comments and questions from proposers must be submitted in writing and received by no later than **5:00 p.m. on Tuesday, JUNE 14, 2016** (“Addenda Due Date”), and must be submitted via the following approved written methods addressed to Jason Jaurigue, Information Services Manager:

1. At jasonj@RanchoMirageCA.gov, or
2. Via fax to (760) 324-8830, or
3. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addenda Due Date.

Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City’s issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original “bidders” mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City’s website, <http://www.ranchoirageca.gov>, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of

record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, a form of which is attached hereto as **Exhibit "I."**

G. Prevailing Wages

The selected firm shall be required to pay prevailing wages in accordance with the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required.

H. Notice Regarding Registration with Department of Industrial Relations

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless

registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

I. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in and pertaining to Sections 4 and 5 of the Agreement (“Insurance Provisions”). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form attached hereto as **Exhibit “J,”** through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days after the date of contract award.

J. Bonds

If the cost of the project should exceed \$25,000, the selected bidder will be required to post a payment bond and performance bond.

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½” x 11” format, fastened with an effective method.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed wireless network installation services work, similar to the work required in this RFP.
2. Background information of the proposer, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the proposer is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which you or your company is currently providing, or has recently provided, wireless network installation services similar to those required in this RFP. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for you or your company.
6. The City seeks contractors who have been currently having an installed base of customers with wireless connectivity systems addressing similar requirements and of similar size as stated herein.
7. The City requires that the contractor who is awarded the contract has two engineers certified by the applicable manufacturer to the highest level possible in the proposed products. Please include resumes in your response.
8. Provide at least three (5) references of firms for whom services similar to those set forth in this RFP have been provided, using the table provided below – expanding them as necessary to include all relevant information. The references must be for similar size municipal and government customers with similar environments and end users.

9. The City would like to see references of at least (1) implementation that presented difficulties as a comparative reference of possible difficulties in this RFP implementation. Please identify which of these references meets that criterion.
10. The City may wish to conduct site visits with one or more of the references provided below. Be advised, references are a major element of the customer's selection criteria.

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.
2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.

2. Describe what information, documentation or staff assistance from the City your firm would request from the City in order to complete the work described.

F. Cost and Price

1. This section shall disclose all charges to be assessed the City for the required services and declare the proposer’s preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all wireless network installation service fees. The total cost should also include the cost associated with obtaining a payment bond and performance bond, and all required insurance coverages.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

H. Evaluation Criteria

Criteria	
Price	
Completeness and Accuracy of Proposal	
Technical Capability of the System	
References & Experience	
Compatibility with Existing Cisco Network Equipment and Management Platforms	

AWARD OF CONTRACT:

Following a review of the proposals, the City shall determine whether to award the contract to a particular bidder or to reject all proposals. The award of contract, if made, shall be to the lowest responsible and responsive bidder as determined solely by the City. At the time of contract award, the successful bidder **shall hold a current and active Class C-7 Low Voltage Systems and any other applicable Contractor’s License issued by the State of California, as required to perform the work.** Additionally, the City reserves the right to reject any or all proposals, and to accept any bid or portion thereof, to waive any irregularity in the offers received, all as may be

required to provide for the best interests of the City. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPENDIX
BILL OF MATERIALS
ATTACHED

Bill of Material

Unit Line Number	Part Number	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
U1	Access Points - Indoor		10	0.00	0.00%	0.00
U2	Access Points - Outdoor		8	0.00	0.00%	0.00
U3	AP Enclosure		8	0.00	0.00%	0.00
U4	24-port Switch		2	0.00	0.00%	0.00
U5	UPS		2	0.00	0.00%	0.00
U6	Antenna*		16	0.00	0.00%	0.00
U7	High-Gain Antenna		2	0.00	0.00%	0.00
Total						0.00

*Note: do not include antenna prices separately if they are already included with access point prices.

Valid through: 90 days from bid due date	Product/Subscription Total:	\$0.00
FOB Point: Rancho Mirage Public Library	Shipping and Delivery:	0.00
	Installation and Configuration:	\$0.00
	Total Price:	\$0.00
(do not include sales tax when calculating project total cost)		

Notes	Signed:
1. Unit line numbers match number of unit price in RFP	

Installation and Configuration Summary

Unit Line Number	Part Number	Labor Hours Per Unit	Labor Unit Price	Total
U1	Access Points - Indoor		\$0.00	\$0.00
U2	Access Points - Outdoor		\$0.00	\$0.00
U3	AP Enclosure		\$0.00	\$0.00
U4	24-port Switch		\$0.00	\$0.00
U5	UPS		\$0.00	\$0.00
U6	Antenna		\$0.00	\$0.00
U7	High-Gain Antenna		\$0.00	\$0.00
Total			0.00	0.00

EXHIBIT "A"

**RANCHO MIRAGE LOGICAL
DIAGRAM ATTACHED**

Rancho Mirage Logical Diagram

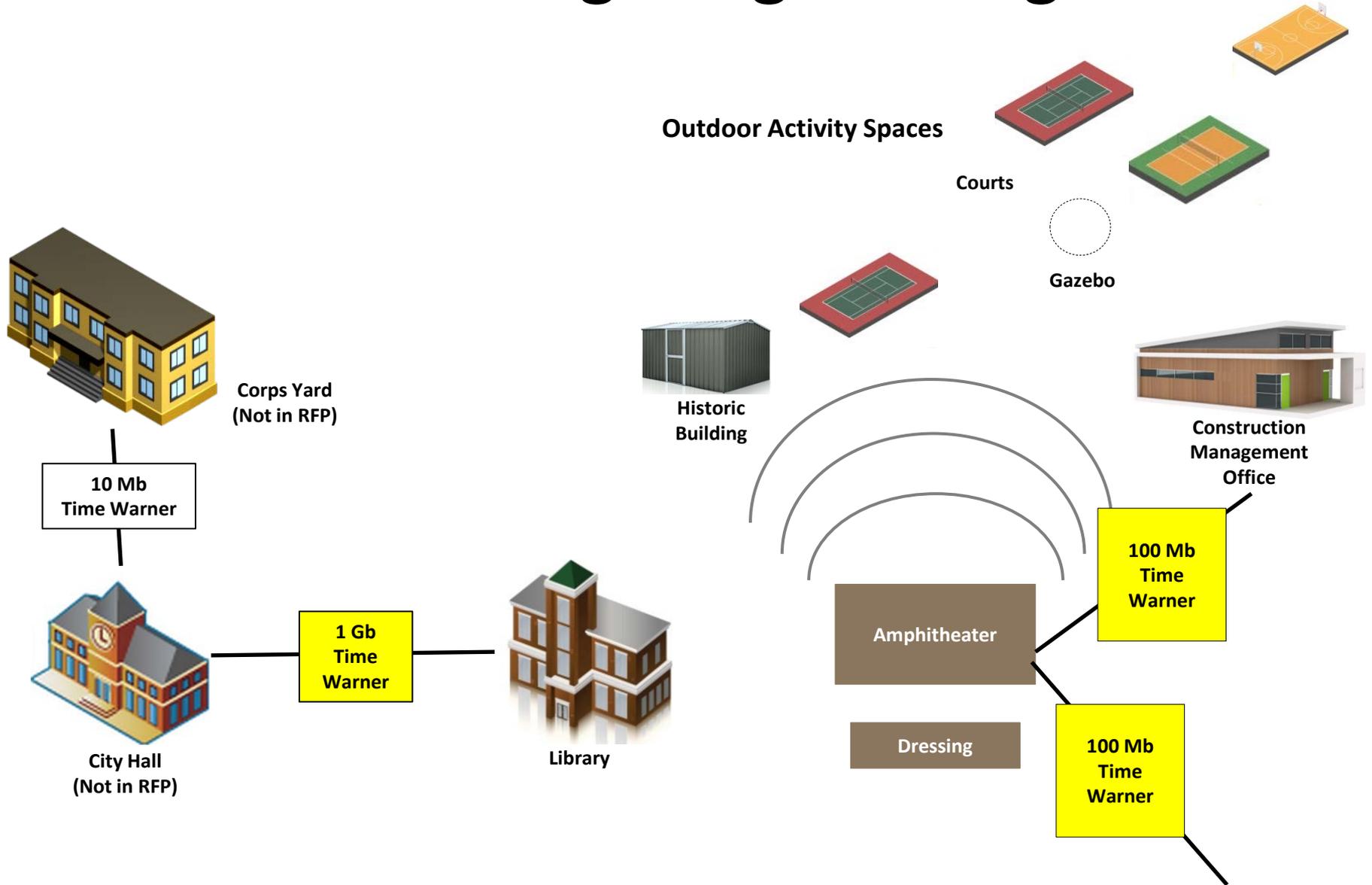


EXHIBIT "B"

**LIBRARY ACCESS POINT PLAN
ATTACHED**

Library Access Point Plan



EXHIBIT "C"

**AMPHITHEATER – WIRELESS LOCATION
ATTACHED**

Amphitheater - Wireless Location Exhibit C

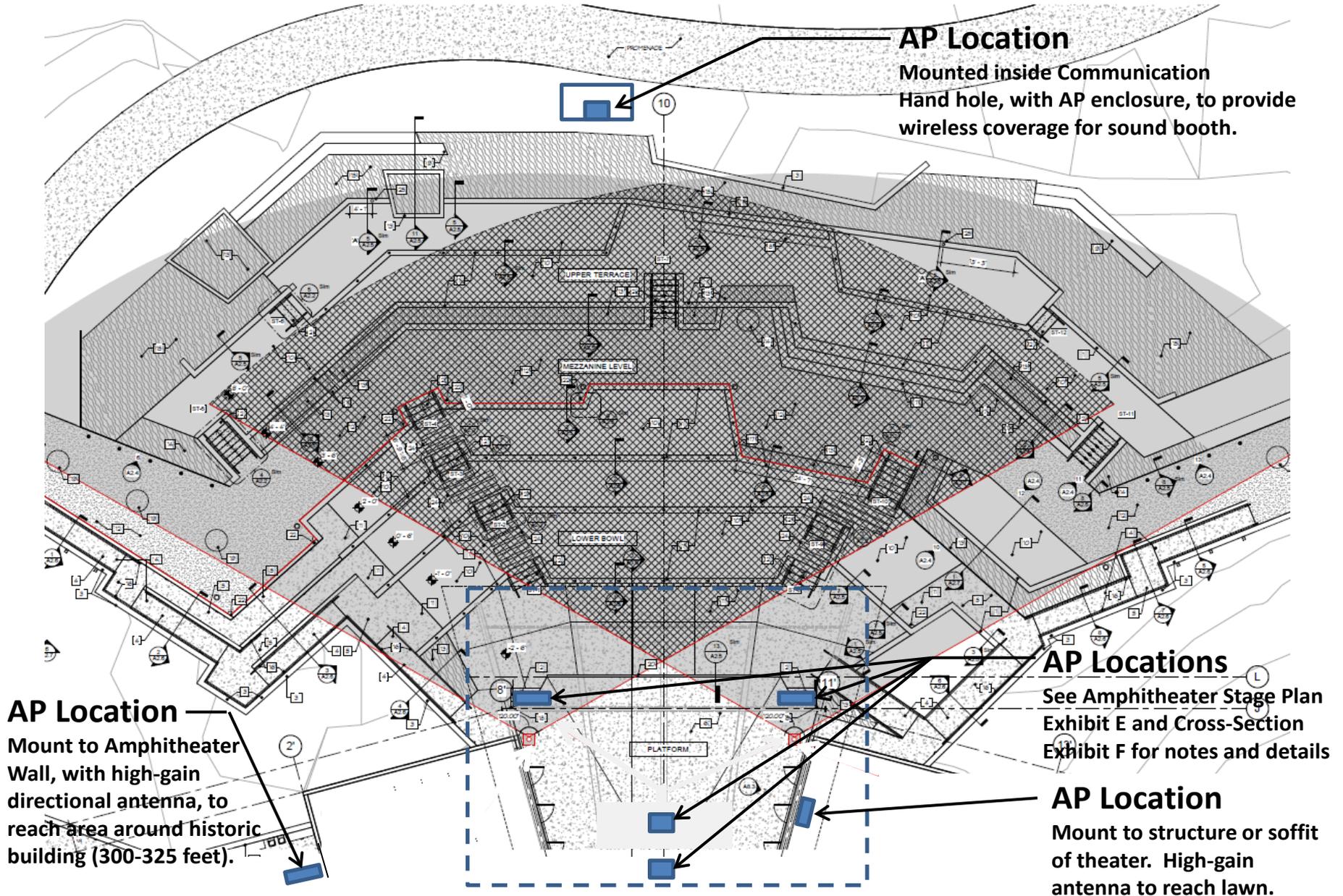


EXHIBIT "D"

**AMPHITHEATER LARGE – SCALE PLAN
ATTACHED**

Amphitheater Large-Scale Plan

Exhibit D



AP Location

Mounted inside Communication Hand hole, with AP enclosure, to provide wireless coverage for sound booth.

AP Location

Mount to Amphitheater Wall, with high-gain directional antenna, to reach area around historic building (300-325 feet).

AP Locations

See Amphitheater Stage Plan Exhibit E and Cross-Section Exhibit F for notes and details

AP Location

Mount to structure or soffit of theater. High-gain antenna to reach lawn.

EXHIBIT "E"

**AMPHITHEATER STAGE PLAN
ATTACHED**

Amphitheater Stage Plan

Exhibit E

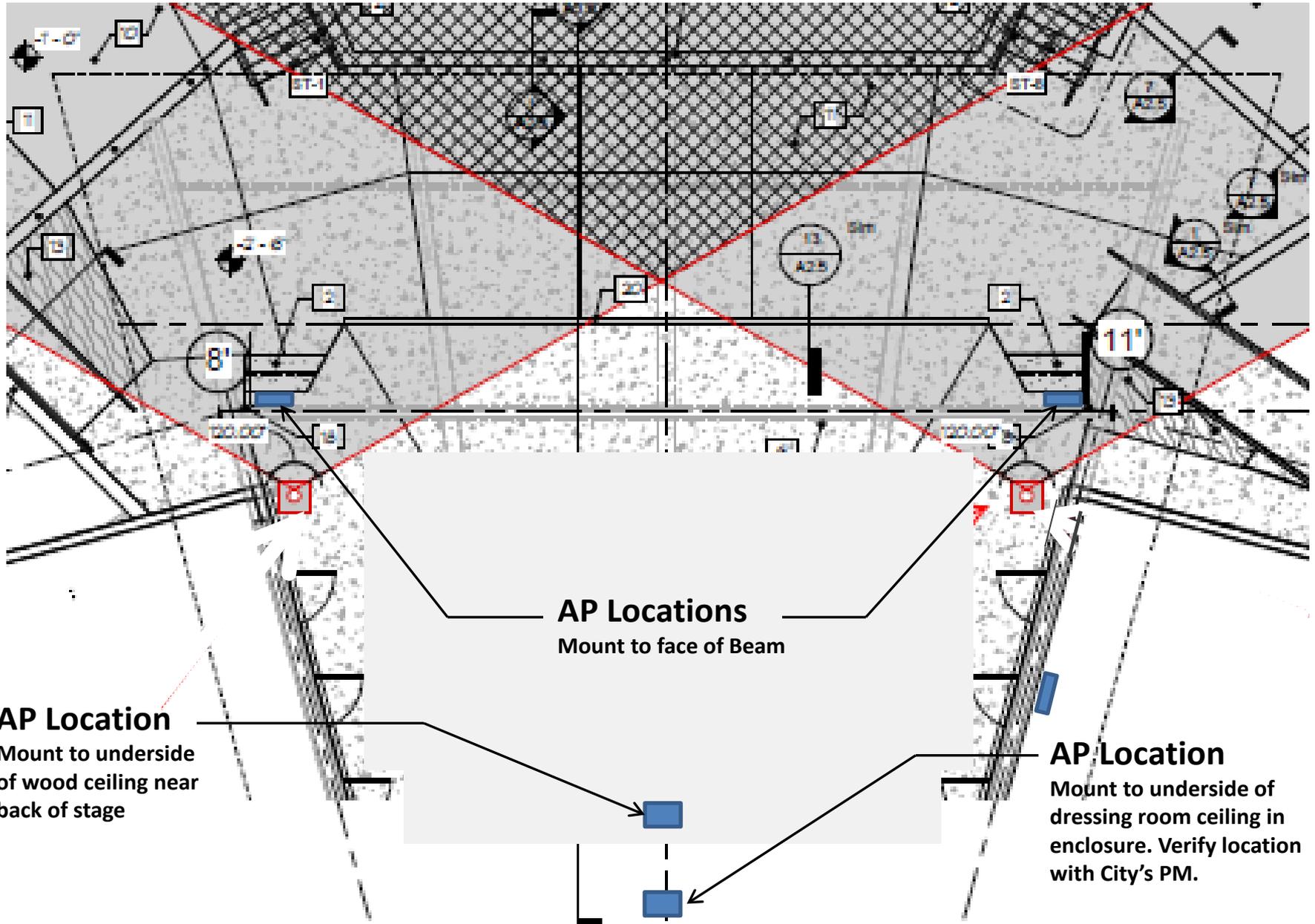


EXHIBIT "F"

**AMPHITHEATER CROSS-SECTION
ATTACHED**

Amphitheater Cross-Section

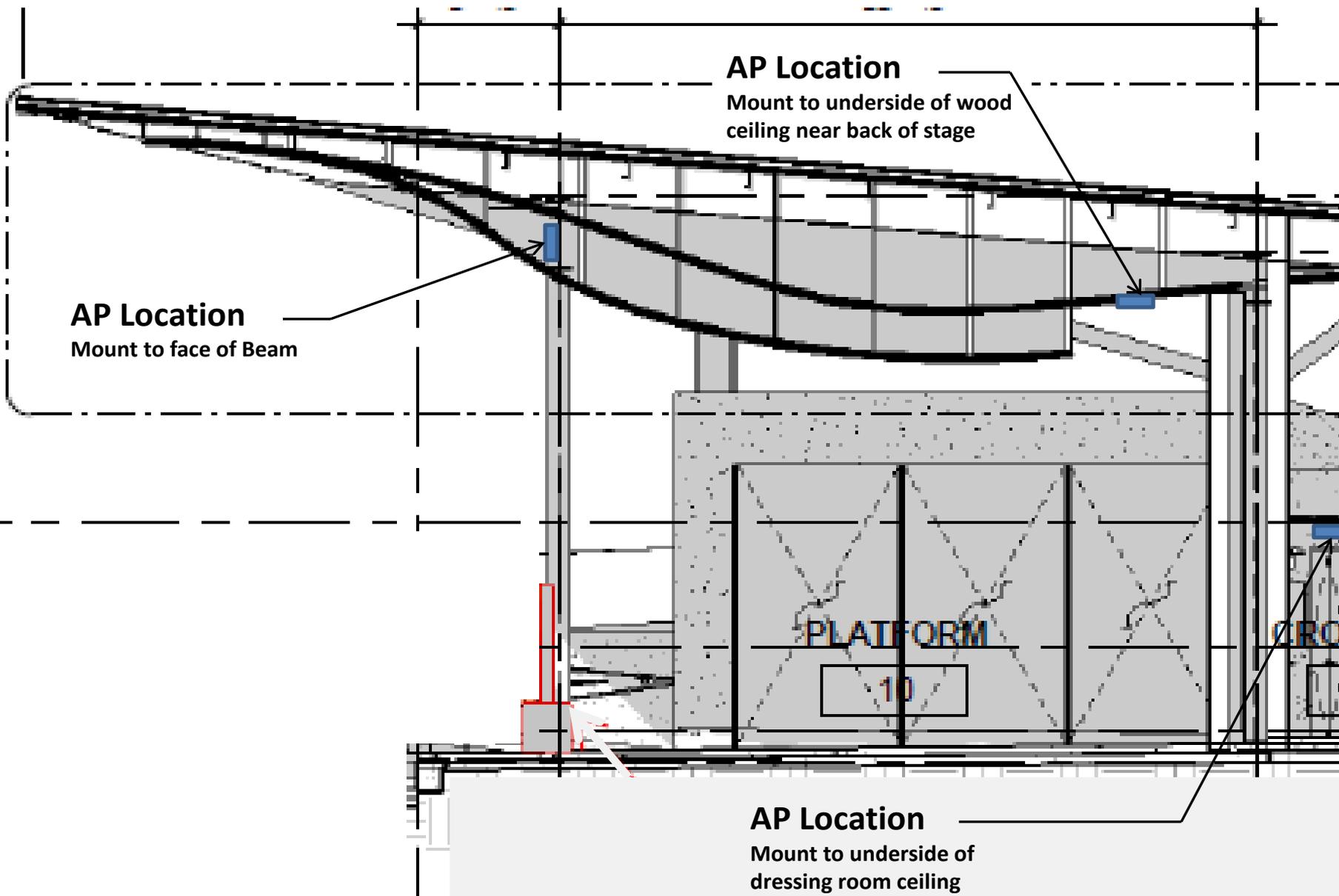


EXHIBIT "G"

**OUTDOOR ACTIVITY SPACES – LOOKING NW
ATTACHED**

Outdoor Activity Spaces – Looking NW



EXHIBIT "H"

**OUTDOOR ACTIVITY SPACES – LOOKING SE
ATTACHED**

Outdoor Activity Spaces – Looking SE



Construction Mgt. Office
Provide network switch and indoor
Wireless Access Point

EXHIBIT "I"

**AGREEMENT FORM
ATTACHED**

**PUBLIC WORKS CONSTRUCTION AGREEMENT
BY AND BETWEEN**

THE CITY OF RANCHO MIRAGE

AND

THIS PUBLIC WORKS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of Rancho Mirage, hereinafter referred to as "City," and _____, a _____, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to retain Contractor, on an independent contractor basis, to perform services _____ as more particularly described below; and

WHEREAS, the Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, the City's Request for Proposals for Wireless Network Installation for Library, Amphitheater and Construction Management Office dated May 31, 2016, is incorporated into this Agreement by this reference.

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation by Reference

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. Project Information.

- Location: _____ as depicted in Contractor's proposal dated _____, 2016, and attached hereto and incorporated herein as Exhibit "A"

("Scope of Services" or sometimes "Project"). In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

- Project description, including significant materials to be used and equipment to be installed: _____, in the City of Rancho Mirage, California, as set forth in the Scope of Services.
- License classification applicable to Project: _____
- Approximate start date: _____
- Approximate completion date: _____
- Substantial completion of work evidenced by: Inspection and approval by City Staff.
- It is expressly agreed that except for extensions of time duly granted by the City, in writing, time shall be of the essence.

3. Contractor Information

- Address: _____
- License Number: _____

4. Insurance Coverage

a. Contractor shall procure and maintain at its own expense, until completion of performance and acceptance by the City, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall further procure and maintain at its own expense, until completion of performance and acceptance by the City, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million

Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall further procure and maintain at its expense, until completion of performance and acceptance by the City, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the City provides written authorization to

terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City, and/or their officers, employees, servants, volunteers, agents and independent contractors.

5. Insurance Documentation

a. Contractor shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to the City at all times until completion of performance and acceptance by the City.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the City, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City, and their officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with at least thirty (30) days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. All insurance policies required to be provided by Contractor or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and their officers, employees, servants, volunteers, agents and independent contractors.

6. Security

a. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a payment bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to _____ Dollars and No Cents (**\$_____**), as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a performance bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "C," or deposit an amount with the City equal to _____ Dollars and No Cents (**\$_____**), as security for the faithful performance of this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

c. The surety on any and all bonds and the form thereof shall be satisfactory to the City Attorney.

7. Compensation; Payments

a. Contractor shall be paid compensation not to exceed _____ Dollars and No Cents (**\$_____**) for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials.

b. Contractor shall invoice the City for the performance of the services under this Agreement in the amount agreed upon by the parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice

within 30 days of receipt by the City, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement.

c. Pursuant to Public Contract Code section 9203, the City shall retain no less than five (5) percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the City's acceptance of the work pursuant to this Agreement.

8. Extra Work and Change Orders

Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the City and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The City's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The City shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the City unless the change order complies with this provision.

9. Term

Contractor will perform the services set forth in the Scope of Services and in any approved change orders pursuant to section 1 of this Agreement, the term of which shall commence as of _____, and shall expire one year following the City's acceptance of the work pursuant to this Agreement.

10. Independent Contractor

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors.

11. Civil Code Section 1542 Waiver

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

12. Acceptance of Work

Acceptance of the work shall be by action of the City Council or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the City of any defects in the work. From and after acceptance, the work shall be owned and operated by the City. As a condition to acceptance, Contractor shall certify to the City in writing that all of the work has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactory to the City, guaranteeing such performance.

13. Warranty

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the City by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

b. If, in the opinion of the City, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the City or to prevent interruption of operations, the City shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the City will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

c. This section does not in any way limit the City's remedies available under the law, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantees or warranty certificates upon completion of the project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

14. Indemnification

a. Contractor shall defend, indemnify and hold harmless the City, their officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, or their officers, agents, employees or volunteers.

b. The City does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the foregoing provisions of this section, Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Contractor's work promptly, or by

reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Contractor's control, or for which Contractor is without fault.

15. Default

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

16. Licenses, Certifications and Permits

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

17. Labor Laws, Prevailing Wages

a. All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all

applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Contractor and all of Contractor’s subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code (“Labor Code”), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations’ Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor’s responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him,

in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.

d. Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

e. Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

18. Notices

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United

States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) _____
Facsimile: (760) _____
Email: _____

To Contractor:

c. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

19. **General Conditions**

a. **Severability**. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. **Governing Law**. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

c. **Cumulative Remedies**. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

d. **Venue**. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

e. Litigation Expenses and Attorneys Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

g. Entire Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the City and Contractor. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the City officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the City.

i. Termination. This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF RANCHO MIRAGE

Randal K. Bynder, City Manager

By Its: _____

APPROVED AS TO CONTENT:

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SEE ATTACHED PROPOSAL

DATED _____

EXHIBIT "B"

PAYMENT BOND

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage ("CITY") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and No Cents (\$_____)**. CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should CITY become a party to any action on this bond, that each will also pay CITY'S reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, 20__.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT)

By _____
Authorized Representative of Principal
Title _____

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

City and State

City Attorney

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "C"

PERFORMANCE BOND

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage ("CITY") for payment of the penal sum of _____ **U.S. Dollars and No Cents (\$_____)**. CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the CITY, CITY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY'S reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 20____.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

APPROVED AS TO FORM:

City and State

City Attorney

Telephone

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT “J”

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____ (“Company”) having submitted a proposal to the City of Rancho Mirage Request for Proposals for Wireless Network Installation for Library, Amphitheater and Construction Management Office, dated May 31, 2016 (“RFP”), issued by the City of Rancho Mirage (“City”), and in further recognition that the City requires Company to comply with certain insurance requirements as set forth in Sections 4 and 5 (“Insurance Provisions”) of the Agreement (which Agreement is defined in and made part of the RFP), I represent that I am authorized to sign on behalf of the insurance company listed below (“Insurer”), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days of contract award, as respecting worker’s compensation and/or commercial general liability and/or commercial vehicle liability insurance and/or professional liability [PLEASE CHECK ALL THAT APPLY].

Name of Insurer [Print]

Name, Title [Print]

Signature