



Request for Proposal (RFP)

RFP #1293 – District-Wide Radio Communication System

For

**Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706**

RFP Due:

2:00 PM PDT, July 7, 2016
**NO LATE PROPOSALS SHALL BE
CONSIDERED**

Submit RFP to:

RSCCD Purchasing Department
2323 N. Broadway
Ste. 109
Santa Ana, CA 92706
Attention: Laura Bennett, Buyer

**Refer Written Questions or
Clarifications, to:**

Laura Bennett, Buyer
RSCCD Purchasing Department
Email: bennett_laura@rsccd.edu
Phone: 714.480.7374

Mandatory Job Walk

May 26, 2016, 8:00am
RSCCD District Office
2323 N. Broadway
Ste. 114
Santa Ana, CA 92706

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RFP #1293 – District-Wide Radio Communication System

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+ Items to be submitted by successful vendor, after the award.

NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that the Rancho Santiago Community College District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT," invites Bidders with a valid and active C7 or C10 Contractor's License, issued by the State of CA, to submit Proposals for the Project described as: District-Wide Radio Communication System, RFP 1293

DATE/TIME/LOCATION FOR SUBMITTAL OF RFP PROPOSAL: July 7, 2016 @ 2:00pm at 2323 N. Broadway, Room 109, Santa Ana, CA 92706

There will be a mandatory all day job walk beginning at 8:00 A.M., on May 26, 2016 at 2323 N. Broadway, Room 114, Santa Ana, CA 92706. The District may disqualify any Bidder failing to attend the entire job walk. RFP is available at www.rsccd.edu/bidopportunities.

Bidders are responsible to regularly check the District's website for addendums. For further information, contact Laura Bennett at 714.480.7374 or bennett_laura@rsccd.edu.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: Tracey Conner-Crabbe
Tracey Conner-Crabbe
Director of Purchasing Services

Advertised: Orange County Register
May 17 & May 24, 2016

GENERAL CONDITIONS

1.0 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for a new Radio Communication System, from qualified Bidders. The RFP is promulgated by the Rancho Santiago Community College District (District) to enhance the coverage, capacity, and reliability, of the radio communications system (System) and to provide full interoperability and interconnection, with the Santa Ana Unified School District (SAUSD).

The District works very closely with the SAUSD and its Police Department. SAUSD has a high school campus located on the Santa Ana College site, which allows students to simultaneously complete their high school education and obtain an Associates of Arts degree. The District also holds a number of evening classes on various campuses of the SAUSD. Due to this highly cooperative working relationship, the ability of the District to communicate seamlessly with SAUSD and its Police Department is imperative for the safety of students and faculty. Therefore, the proposed radio system must allow for immediate, direct, and seamless communication between the District and SAUSD.

The entire project is herein referred to as the “System”.

1.2 Overview

The District is a two-college district comprised of Santa Ana College and Santiago Canyon College and two (2) education centers, Centennial Education Center and Orange Education Center. The District also maintains District Offices, the Digital Media Center and the Orange County Sheriff’s Regional Training Academy. The locations of these sites are as follows:

SITE	LOCATION
Rancho Santiago Community College District – District Office	2323 N. Broadway, Santa Ana, CA 92706
Santa Ana College	1530 W. 17 th St., Santa Ana, CA 92706
Digital Media Center	1300 S. Bristol ST., Santa Ana, CA 92704
Centennial Education Center	2900 W. Edinger Ave., Santa Ana, CA 92704
Orange County Sheriff’s Regional Training Academy	15991 Armstrong Ave., Tustin, CA 92782
Santiago Canyon College	8045 E. Chapman Ave., Orange, CA 92869
Orange Education Center - Main Street Campus	1572 North Main Street, Orange, CA 92867

2.0 RFP SCHEDULE AND PROCESS

2.1 Schedule of Events

The following is a timeline of key events, dates and times. The District reserves the right to deviate from the schedule. It is the Bidder’s responsibility to be aware of the RFP Schedule. The District will not accept late proposals.

EVENT	DATE AND TIME
RFP Advertisement	May 17, 2016 and May 24, 2016
Mandatory Pre-Bid Conference and Job Walk	May 26, 2016 at 8:00am – 5:00pm
Last Day to Submit Questions	June 13, 2016 at 5:00pm
Written Response(s) to Questions	June 22, 2016
RFP Due Date	July 7, 2016 at 2:00pm
Board Approval	August 15, 2016
Award Letter	August 16, 2016

2.2 Pre-Bid Conference and Job Walk

A **mandatory** pre-bid conference will take place on May 26, 2016 at 8:00am, at the following:

Rancho Santiago Community College District
District Office
2323 North Broadway
Ste. 114
Santa Ana, CA 92706

The job walk will continue to the remaining six (6) sites, listed above. The purpose of the job walk is to familiarize Bidder's with the sites, to ascertain the District's needs and to identify buildings which may be preferred for use as radio sites. The District may disqualify any Bidder that fails to attend the entire job walk. Bidders are required to sign-in and sign-out at each site. Bidders failing to sign-in and sign-out at each site, may be disqualified.

Bidders must provide their own transportation to and from each site. Job walk attendees may be required to provide and use a hard hat, safety vest and boots to access some portions of the sites. The job walk is expected to take the entire day.

2.3 Clarification, Questions and Communication

- A. Questions, both technical and general regarding the RFP, the intent thereof, or any discrepancies, omission or inconsistencies in the project documents shall be submitted in writing via email, fax, US mail, or private courier service by June 13, 2016 at 5:00pm. All inquiries made after that time will not be considered. Written inquiries must be submitted to:

Laura Bennett, Buyer
Rancho Santiago Community College District
Purchasing Department
2323 North Broadway
Ste. 109
Santa Ana, CA 92706
Email: bennett_laura@rsccd.edu
Fax: 714.796.3901

- B. During the RFP period, Bidders are strictly prohibited from contacting any District representatives or consultants regarding this project other than those listed in this RFP.
- C. Failure to provide such questions before the deadline relieves the District of any and all responsibility to take corrective action(s) and the matter in question will not be considered, nor will the matter be allowable as grounds for a protest of the RFP award.
- D. Bidders are advised that the District reserves the right to amend this RFP at any time.
- E. The District will only provide clarifications, corrections or answers to questions formally, by providing written addenda.
- F. Bidders are to acknowledge receipt of any and all RFP addenda. This shall be done by including signed copies of all RFP addenda with RFP submissions. Failure to acknowledge in writing the receipt of any addenda may result in RFP rejection.

3.0 DEFINITION OF TERMS

“Bidder” or “Contractor” appears throughout this RFP document are hereby interchangeable.

“Contract Document”, “Project Document”, “RFP Document” or “Bid Document” appears throughout this RFP document are hereby interchangeable.

“RSCCD”, “Subscriber”, “User” or “District” appears throughout this RFP document are hereby interchangeable.

“Contract” or “Agreement” appears throughout this RFP document are hereby interchangeable.

4.0 SUBMISSION OF PROPOSALS

4.1 To expedite and simplify the RFP evaluation and to ensure that each RFP receives the same orderly review, all RFPs shall adhere to the format specified in the Proposal (*See General Conditions, Section 10.0*). RFPs shall contain all elements of information without exception. Provide all required information, to do otherwise, may deem your Proposal non-responsive.

4.2 Bidders interested in securing a copy of the RFP, including specifications and proposal for the purpose of preparing and submitting a Proposal for this service, may do so by going to the District’s website at www.rsccd.edu/bidopportunities

4.3 RFPs are due on July 7, 2016, at 2:00pm PDT at 2323 N. Broadway, Room 109, Santa Ana, CA 92706. All proposals must be clearly marked on the outside of the envelope with the Bidder’s company name, address, RFP number and name of project, RFP #1293 – District-Wide Radio Communication System. **It is the Bidder’s responsibility to ensure that their proposal is received at the location and date and time stated above. Any proposal received after the date and time will be considered non-responsive and returned unopened to Bidders. Do not fax or email RFP responses. The District is not responsible for late or misdirected RFPs.**

4.4 The proposals shall be opened and the prices read publicly on July 7, 2016 at 2:00pm PDT. Any proprietary information contained in proposals submitted for the District’s consideration, and clearly marked as such, will be held in confidence until all evaluations are concluded and an award has been made.

4.5 Proposals shall be good for ninety (90) days from the date of the RFP opening. Proposals may not be withdrawn after the closing date and time.

4.6 Four (4) sets (one original and three copies) of the proposal must be submitted. In addition, the proposal must be provided in electronic media (CD or flash drive) in searchable PDF format. Each proposal should address the following items in the order listed below (*See General Conditions, Section 10.0*). Be sure to include information on all items that were requested throughout the RFP project documents. The RFP response is to demonstrate the qualifications, competence and capacity of the Bidder, as well as specify the approach in conformity with all federal, state, District and local requirements.

4.7 Any costs incurred by the Bidder to prepare and submit a proposal shall be borne solely by the Bidder. The District shall not be held responsible for any expenses incurred by any potential Bidder, and no reimbursement shall be made.

5.0 PERMITS, CODES, LICENSES AND INSPECTIONS

5.1 The Bidder shall obtain and pay for all permits, licenses and inspections necessary for the execution of any and all work pertaining to the System.

6.0 BIDDER AUTHORIZATION AND LICENSE REQUIREMENTS

6.1 Manufacturer Authorization

Bidders must be authorized by the Original Equipment Manufacturer(s) (OEM) to sell, install, maintain, support and upgrade, all proposed System equipment and software. OEM certification must be submitted with the proposal.

6.2 Bidder License Requirements

Bidders or their subcontractors must hold a valid and active Low Voltage Electrical or Electrical (C7 or C10 classification) Contractor's License issued by the State of California.

7.0 TERMINATION

7.1 In the event the Successful Bidder defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds then the Contract shall terminate.

8.0 CLARIFICATION OF RESPONSIBILITY

8.1 If the successful Bidder needs clarification or deviation from the terms of the Contract, it is the Bidder's responsibility to obtain written clarification of approval from the District's Contract Administrator.

9.0 ASSIGNMENT

9.1 Neither part of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Bidder assign any money due or to become due without the prior written consent of the District.

10.0 CONTENT AND FORMAT OF RFP RESPONSE

10.1 RFPs shall be submitted in 8.5" x 11" format and with tabs separating each section. A complete, concise and well-organized RFP is critical. Excessive written discussion and marketing materials is prohibited. As part of the additional required documents to be submitted in the RFP, the Bidder's proposal shall be arranged in the following order:

BUSINESS SUBMITTALS

- | | |
|------------------|---|
| Section 1 | Cover Letter – Include a cover letter with a brief description of the Bidder and statement of interest. |
| Section 2 | Business Description – Include a detailed description of your businesses professional qualifications to provide the requested services. Include information regarding the size of the company, location, nature of work performed, and number of years in this particular business. The Bidder shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards. |
| Section 3 | Personnel and Staffing Resources – Submit the resume(s) or profile(s) of individuals to be assigned to provide the requested services including their education, professional training, as well as experiential qualifications and recent related experience providing similar services. Bidder must submit an operations organization chart and highlight the key personnel assigned to the District. The Bidder must state the size of staff, the location from which services will be performed and the number/nature of the staff to be assigned |

on a full-time or part-time basis. An affirmative statement should be included that the Bidder and all key professional staff are and will maintain current and proper licensing to perform the services and hold all required and proper business/professional licenses and manufacturer certifications.

Section 4 Project Management and Methodology – Describe how your firm will provide the services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of work while meeting all deadlines including:

- a) Provide an overview of the project implementation plan including proposed timeline and milestones. This plan will be reviewed and modified with the Bidder once the award is complete.
- b) Proven adherence to the engineering, installation and testing procedures of the manufacturer(s) and municipality(ies).

Section 5 Maintenance Service – Describe your firm’s ongoing commitment to meeting the District’s 99.995% System availability requirement, the availability of a service call number answered 24 hours a day, 365 days per year for maintenance and trouble calls and the ability to respond to trouble calls within two (2) hours or less.

Include an organizational chart of your company’s Installation/Maintenance/Service Department. Key personnel, assigned to the District, must be identified. You may include customer testimonials and/or letters of reference.

Section 6 Experience and References – Bidder shall complete and include the District’s Information Required of Bidder form

Section 7 Proof of Manufacturers’ Distribution Authorization and Service Certification – Bidder to include copies of applicable certificates or letters of authorization, from all equipment and software manufacturers listed in the Bidder’s proposal.

Section 8 Fiscal Stability – Under separate cover, include your firm’s *most recent, audited financial statement*.

Section 9 Tax ID and Internal Revenue Service Form W-9 – Include a completed and signed copy of Internal Revenue Service Form W-9

Section 10 License and Registration Numbers – Provide the following:

- a) California State Contractors License Number(s)
- b) Department of Industrial Relations (DIR) Registration Number
- c) Federal Communications Commission (FCC) Registration Number
- d) General Radio Operators License (GROL) Number(s) of personnel assigned to the project

TECHNICAL SUBMITTALS

Section 11 Technical Description of the Project, Including:

- a) System Design
- b) Propagation Models
- c) Responsibilities Matrix
- d) Comprehensive Equipment and Software List

- e) Detailed List of Services to be Provided
- f) Complete and Detailed Acceptance Test Plan
- g) Training Plan
- h) Warranty Information
- i) Detailed Ten-Year Maintenance Plan

Section 12 District RFP Documents:

- a) Designation of Subcontractors
- b) Verification of Contractor and Subcontractors' DIR Registration
- c) Workers' Compensation Certificate
- d) Non-Collusion Declaration
- e) Business Enterprise
- f) Bid Bond or Bid Guarantee Form
- g) *Guarantee Form*
- h) *Drug-Free Workplace Certification*
- i) *Payment Bond*
- j) *Faithful Performance Bond*

Items G-J are to be submitted by the Successful Bidder

PRICING SUMITTALS

Section 13 RFP Form and RFP Pricing Sheet

1. Bidder are to submit a complete detailed pricing submittal broken down by:
 - a. Itemized Equipment, by Line Item
 - b. Itemized Services, by Line Item
2. The proposal must be signed in the name of the Bidder and must bear the signature, in long-hand, of the person(s) duly authorized to sign the RFP.

Section 14 Optional Training and Maintenance Pricing – Bidder shall provide pricing for the following:

1. A per-year cost of maintenance and software agreements to extend the initial one (1) year warranty to ten (10) years
 - a) Ten years of comprehensive system monitoring and maintenance
 - b) Ten years of software upgrades
2. On site radio operation training for 250 radio users

Section 15 Optional Equipment Pricing – Bidder shall provide pricing for the following OPTIONAL equipment:

QTY	OPTIONAL EQUIPMENT	SITE
1	Standalone backup UHF TDMA repeater	SAC
1	Standalone backup UHF TDMA repeater	SCC
1	Single-position IP based dispatch console directly connected to the System, including dispatcher priority, backup control stations, and digital audio logging	SAC
1	Single-position IP based dispatch console directly connected to the System, including dispatcher priority, backup control stations, and digital audio logging	SCC

11.0 PROJECT COMPLETION

The project is to begin on, or about, September 1, 2016 and must be completed by March 1, 2017 or 180 days from commencement of work except in the case of circumstances outside of Bidder's control. Once known to Bidder, Bidder must immediately notify the District of the nature of the delay, in writing, and provide an updated project completion timeline.

12.0 CALIFORNIA LAW/GOVERNING CODES

12.1 Any agreement or contract resulting from this RFP shall be governed by the laws of the State of California. In the event that any clause is held to be non-enforceable, the remaining provisions shall nonetheless remain in full force and effect.

12.2 The Bidder shall have a thorough knowledge of governing codes and standards. Lack of awareness of any of the relevant codes and standards will not be accepted as a reason for non-compliance.

13.0 EVALUATION OF PROPOSALS

Proposals meeting the minimum requirements will be evaluated, by the District, in closed session(s). Proposals shall be independently scored with the final score consisting of an average of the individually derived scores. Scoring will be based upon the following criteria and scoring:

Line	Criteria	Score - Percentile
1	Business Submittals	25%
2	Technical Submittals	50%
3	Pricing Submittals	25%
TOTAL SCORE		100%

SCOPE OF WORK

1.0 PROJECT DESCRIPTION

1.1 Current Environment

The District radio communications system currently consists of a two-site three-frequency conventional analog repeated UHF architecture operating on frequencies in the UHF 450 to 511.9875 MHz frequency range.

1.2 Final Configuration

The final configuration of the radio system shall consist of a multi-site multiple-channel **UHF Mototrbo Linked Capacity Plus**, or equivalent, Time Division Multiple Access (TDMA) (two-time slot 12.5 KHz bandwidth, 6.25 KHz equivalent bandwidth) wide-area trunking system, employing no fewer than three individual licensed RF frequency pairs per site, with no frequency to be reused at any location in the System. The System shall be fully and completely interoperable, and provide for interconnection and automatic roaming, with the UHF Mototrbo Linked Capacity Plus TDMA trunking systems currently in service with Santa Ana Unified School District (SAUSD).

1.3 Scope of Service

This is a turnkey project, with the Successful Bidder responsible for all aspects of system design, including but not limited to: engineering, implementation, optimization, project management, technical services, software, equipment, testing, coverage, and FCC frequency coordination and licensing, required for successful operation of the System in a critical life-safety environment. All subscriber equipment shall be delivered fully configured and programmed, ready to immediately be placed into service.

The successful Bidder shall replace the existing District System with a multichannel UHF, TDMA (6.25 KHz equivalent bandwidth), multiple site, trunking infrastructure, employing fully-redundant Ethernet networking components interconnected with the District's Ethernet network.

The following sites are available for use in the System:

SITE	LOCATION
Centennial Education Center (CEC)	2900 W. Edinger Ave., Santa Ana, CA 92704
Digital Media Center (DMC)	1300 S. Bristol ST., Santa Ana, CA 92704
Orange County Sheriff's Regional Training Academy	15991 Armstrong Ave., Tustin, CA 92782
Orange Education Center - Main Street Campus (OEC-Main)	1572 North Main Street, Orange, CA 92867
Rancho Santiago Community College District – District Office (DO)	2323 N. Broadway, Santa Ana, CA 92706
Santa Ana College (SAC)	1530 W. 17 th St., Santa Ana, CA 92706
Santiago Canyon College (SCC)	8045 E. Chapman Ave., Orange, CA 92869

1.4 Project Options

Bidder proposals must include the following optional equipment at the following sites:

QTY	OPTIONAL EQUIPMENT	SITE
1	Standalone backup UHF TDMA repeater	SAC
1	Standalone backup UHF TDMA repeater	SCC
1	Single-position IP based dispatch console directly connected to the System, including dispatcher priority, backup control stations, and digital audio logging	SAC
1	Single-position IP based dispatch console directly connected to the System, including dispatcher priority, backup control stations, and digital audio logging	SCC

1.5 User Equipment

The following is a list of proposed equipment and quantities:

Line	Series	Manufacturer	Description	Qty
1	XPR5000	Motorola Solutions or Equal	High-tier mobile radios	6
2			Full-size microphone	6
3			External speaker	6
4			Rooftop mounted antenna	6
5			Mobile radio installation services	6
6	XPR7000	Motorola Solutions or Equal	High-tier portable radios	46
7			Speaker microphone	46
8			Surveillance kit	3
9			Individual battery charger	12
10			Six-unit battery charger	7
11			Spare batteries	123
12			Belt clip	12
13			Leather swivel carrying case	45
14	SL7000	Motorola Solutions or Equal	Small form factor portable radios	3
15			Individual battery charger	3
16	XPR3000	Motorola Solutions or Equal	Low-tier portable radios	184
17			Speaker microphone	12
18			Individual battery charger	116
19			Spare batteries	100
20			Belt clip	165
21			Six-unit battery charger	12
22	XPR5000	Motorola Solutions or Equal	Control Station radios	6
23			Desktop microphone	6
24			120 VAC power supply	6
25			Roof-mounted antenna	6
26			Control station installation services	6

1.6 Quantities

The District reserves the right to increase or decrease the quantity of any User Equipment item at its discretion.

1.7 District Rights

The Board of Trustees reserves the right to reject any or all RFPs, to accept or reject any one or more items of the RFP, to decrease or increase quantities or to delete items entirely, or to award items in any combinations; or to waive any irregularities or informalities in the RFP or in the RFP process whichever is in the best interest of the District.

The District reserves the sole right to evaluate the Bidder's compliance with RFP requirements and product specifications for the purpose of selecting the successful Bidder.

The Board of Trustees will make its award on this RFP according to the best interest of the District, and its decision as to whether or not items submitted are the equal of items specified will be final.

1.8 Pricing

User Equipment pricing shall remain valid for one calendar year after Final Acceptance.

1.9 Engraving and Tagging

All user equipment shall be engraved as specified by the District. Bidder will affix the District's asset tags to all applicable subscriber equipment and provide the District with an Excel spreadsheet to include the following information:

- a. Manufacturer Part/Model Number
- b. Product Description
- c. Product Serial Number
- d. District Asset Tag Number
- e. Install Location

1.10 Additional Operational Capability

All High-tier user equipment shall be capable of operation on frequency modulated analog conventional channels using 12.5 KHz modulation bandwidth.

1.11 The System shall be capable of seamless, full-integration with the existing UHF multi-site Mototrbo Linked Capacity Plus TDMA trunking system in service with SAUSD.

2.0 MINIMUM QUALIFICATIONS

2.1 Bidder shall have been prime contractor, and successfully completed five projects of similar size and scope, costing at least \$250,000 each, within the past five years. At least two of the projects shall have been for government agencies, public school districts, or public college districts.

2.2 Bidder shall have documented experience of successful implementation of at least five multi-site time division multiple access (TDMA) trunking systems, comprised of technology identical to that proposed, each system consisting of no less than three geographically-separated multichannel transmitter sites. Five references with current contact information shall be provided, with a minimum of two of the references from public agencies as described in the previous paragraph.

2.3 Bidder shall have documented experience of successful implementation of at least three in-building distributed antenna systems (DAS). Three references with current contact information shall be provided.

2.4 Bidder shall identify all subcontractors within the proposal, providing a brief description of the qualifications of each.

2.5 Bidder shall be authorized by the original equipment manufacturer to sell, install, maintain, support, and upgrade, all proposed equipment and systems. Documentation of manufacturer's certification shall be provided in the Proposal.

3.0 STANDBY POWER SYSTEMS

3.1 In the event commercial power is lost, the System shall be powered by Standby Power Systems, including uninterruptable power supply (UPS) systems or -48 VDC telecom battery plants, for a period of not less than four hours at full load. Unless the District has such systems already in place, Standby Power Systems shall be provided, and warranted for not less than one year, by the Successful Bidder. In the event a site is served by a District owned and maintained emergency generator, the Standby Power System at that site shall maintain power to the System for no less than one hour at full load. Standby Power Systems shall be clearly marked to indicate the date of manufacture

of the batteries, the battery manufacturer's warranty period expiration date, and the date upon which the batteries require replacement to assure there is always sufficient battery capacity to permit the required runtime.

4.0 RF SYSTEMS

4.1 At each site, Bidder shall provide new transmit combiners, receive multi-couplers, antennas, grounding, lightning protection, and feedlines, including installation services. Hybrid combiners should not be used in the System unless mandated by frequency interference studies which shall be included in the Proposal.

5.0 COVERAGE

5.1 Because the System will support life safety services, reliable system PERFORMANCE AND COVERAGE are of the utmost importance, and SHALL BE GUARANTEED by the Bidder.

5.2 Coverage predictions shall be based on the most current version of the Telecommunications Industry Association Telecommunications Systems Bulletin TSB-88, "Wireless Telecommunications Systems-Performance in Noise and Interference-Limited Situations-Recommended Methods for Technology-Independent Modeling, Simulation and Verification" ("TSB-88") at the time the predictions are made, unless otherwise directed by the District.

5.3 The System shall provide reliable and *GUARANTEED* coverage for:

1. A portable radio worn on-the-hip throughout 100% of the outdoor area of each campus and 95% of the area of each individual floor within each individual building on each campus, with 97% Area Reliability (as defined in TSB-88).
2. A vehicle-mounted 25 watt mobile radio with rooftop quarter-wave antenna throughout 90% of the geographic area served by the District including a radius of one mile surrounding the District as defined by Service Area below, with 95% Area Reliability (as defined in TSB-88).

5.4 Delivered audio quality (DAQ) metrics throughout the guaranteed coverage areas shall be no less than 3.4 as described in NTIA Technical Report TR-99-358, November 1998 edition. The DAQ metric of 3.4 is described as: "Speech understandable without repetition. Some noise/distortion present."

5.5 Should in-building signal amplification systems be required to meet guaranteed coverage requirements, one or more fiber optic distributed antenna systems (DAS) shall be included as optional individual line-items within the bid, one line-item for each DAS. Fiber optic cabling connections shall be provided by the Bidder.

5.6 Terrain data used in the production of coverage predictions shall utilize thirty (30) meter or smaller tile sizes off-campus and three (3) meter or smaller tile sizes on-campus.

5.7 Coverage predictions shall be presented in the form of maps of the District Service Area, which shall be the area of guaranteed coverage. There shall also be provided an additional set of maps depicting System coverage throughout a ten-mile perimeter surrounding the Service Area which will only be used to provide an overall prediction perspective, and which are not a coverage guarantee. Maps shall include highways, major streets, municipal boundaries, terrain data, and antenna site locations, with uplink or downlink signal levels identified and overlaid upon the map.

5.8 Separate uplink and downlink maps shall be provided to illustrate the signal levels provided to and from each specific site, and additional uplink and downlink maps shall be provided illustrating the composite uplink and downlink coverage of all sites combined.

5.9 Coverage predictions shall include additional maps reducing the signal levels by 20dB to demonstrate in-building coverage.

5.10 Each coverage prediction shall include a data sheet stating all assumptions that were used in predicting the coverage.

5.11 Should Bidder be unable to provide the required coverage guarantee using sites listed in the Scope of Work, it shall recommend alternative site(s), providing detailed information regarding each alternative site, site ownership, and reason(s) for selection of the site, alternative sites shall be owned and controlled by public agencies. For example, if the vendor determines there is no suitable radio site location at Santiago Canyon College, and space in Orange County's Loma Ridge radio site is determined to be available for use by the District, the vendor may propose an additional or alternative design using Loma Ridge. It shall be the responsibility of Bidder to acquire alternative sites on behalf of District, but only after obtaining site-specific written authorization from District.

6.0 SERVICE AREA

6.1 The District Service Area consists of District owned and/or operated facilities, the geographic area between said facilities, and a radius of one mile surrounding this overall area.

6.2 Depict the Service Area by drawing a circle with a one-mile radius around each of the District facilities listed above, and linking the outer edges of the individual circles with one another to define the entire geographic Service Area.

6.3 The map below is a SAMPLE of the District Service Area. Each Bidder shall create its own map to determine the District Service Area.

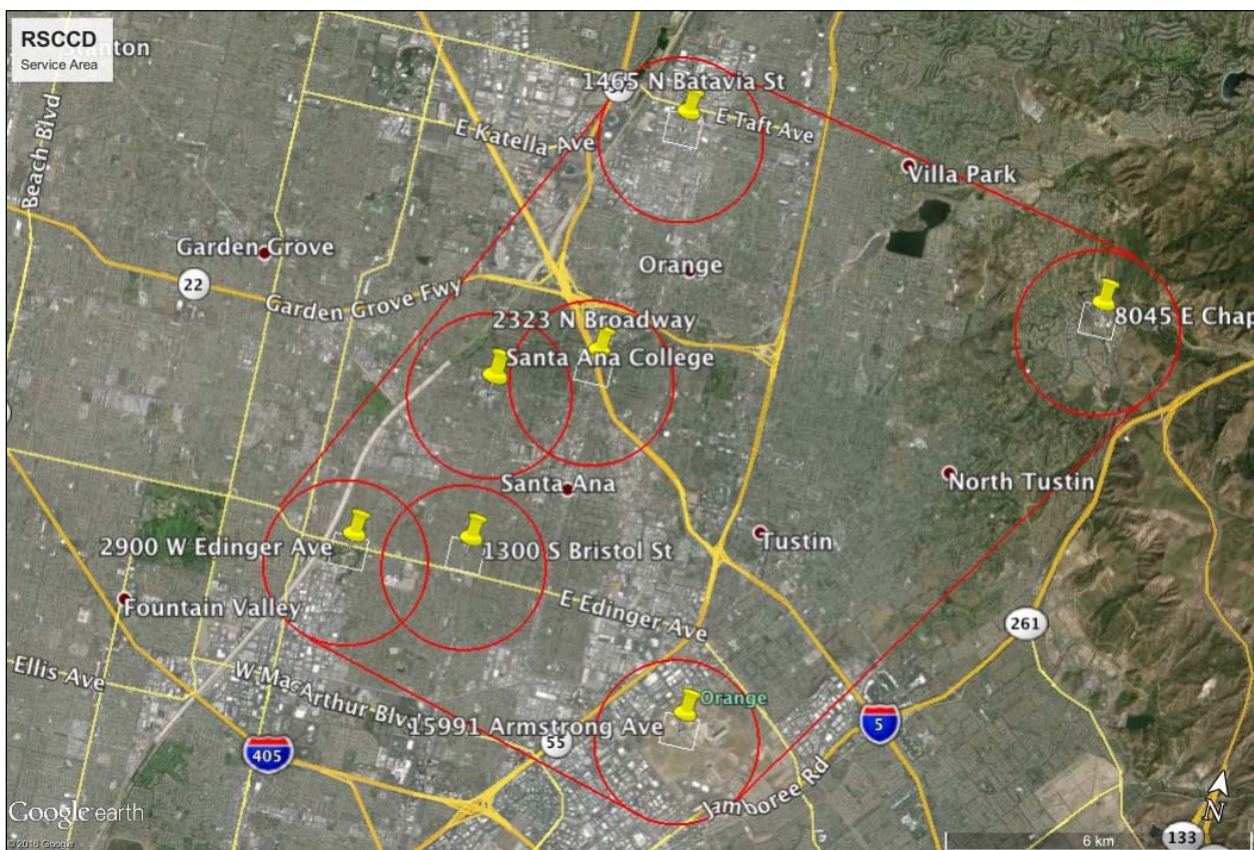


Image 1 – Sample Map of District Service Area

7.0 SYSTEM LOADING

7.1 Bidder shall provide a loading assessment, through which it shall recommend the quantity of radio frequency pairs (“channels”) required for the day-to-day operations of the District, large-scale emergency operations within the District, plus any overhead necessitated by the roaming requirements of other interconnected school districts. For the purposes of loading analysis, the District shall be assumed to have up to 60 users active on the system at any moment, affiliated to five talkgroups, during normal day to day operations, and roaming units of other interconnected school districts shall be assumed to comprise 50 units affiliated to five talkgroups. During a major emergency, assume the District is evacuating students and faculty, using 180 radios affiliated to ten talkgroups for a period of three hours.

7.2 For purposes of this analysis, the District shall be assumed to have a total of 14 talkgroups available for use on the system, including:

1. Santa Ana College Security and Safety
2. Santiago Canyon College Security and Safety
3. Centennial Education Center Security and Safety
4. District-Wide Security and Safety
5. Security and Safety Tactical 1
6. Security and Safety Tactical 2
7. Santa Ana College Maintenance
8. Santiago Canyon College Maintenance
9. Centennial Education Center Maintenance
10. District-Wide Maintenance
11. Disaster and EOC
12. District-Wide General Use 1
13. District-Wide General Use 2
14. District Administration

8.0 JOB REQUIREMENTS

8.1 All equipment used in the System shall be new and unused, and no used or refurbished equipment shall be employed in the System in any manner.

8.2 The Successful Bidder shall, at its expense, retain technical support from the original equipment manufacturer to resolve any technical issues which remain unresolved within 30 days after notification by the District of an outstanding technical issue with the System.

8.3 The System and every portion thereof shall operate as a fully-integrated single radio communications network, permitting seamless roaming throughout the entirety of the network. The System shall be capable of carrying all authorized traffic originating anywhere within the network throughout the entirety of the network.

8.4 The System shall be designed to permit interconnection with similar systems owned and operated by public school districts within the environs of the District, and to provide seamless roaming throughout the entire system-of-systems. The interconnected system-of-systems shall be capable of carrying all authorized traffic originating anywhere within the network throughout the entirety of the network.

8.5 In the event connectivity to any site or sites is lost, the disconnected portion of the System shall continue to operate normally, except for the loss of roaming. Bidder shall describe in detail all failure modes, and functionality retained and lost during each type of failure condition.

8.6 The System shall provide real-time remote board-level diagnostics, failure monitoring and analysis, control of System equipment and subsystems, display of radio user activity, display of frequency resource utilization, and

display of talkgroup utilization, at the District, and this maintenance system shall be accessible via secure VPN connection via the Internet.

8.7 Functionality provided by the System shall at minimum include the following capabilities:

1. TDMA Technology
 - a. Two independent time slots on a single 12.5 KHz frequency using TDMA transmissions
2. Decentralized Trunking
 - a. The system Trunking protocol shall not require the use of a dedicated control channel, allowing voice and data to simultaneously occupy all system channels.
3. IP Based Radio Infrastructure
4. Radio Programming Over the Air and Over WiFi
5. Radio Firmware Upgrade Over WiFi
6. Voice Has Priority
 - a. System shall prioritize voice transmissions over data transmissions.
7. TDMA Direct Talkaround Mode
8. GPS Location Tracking
 - a. Subscriber-Level GPS Embedded Receivers for Radio Location Tracking
 - b. System-Level GPS Location Services for Automatic Radio Location
9. Indoor Location Tracking
10. Subscriber Portable Radios Shall Conform to Military Standards 810C, 810D, and 810E
11. Text Messaging
12. Priority Talkgroup Scan
13. Digital Forward Error Correction
14. Automatic Battery Reconditioning and Maintenance
15. Active Noise Cancellation
16. Receive Audio Enhancement
17. Transmit Wind Noise Reduction
18. Automatic Audio Gain Control
19. Voice Announcement
20. Priority Monitor Scan
21. 40 Bit or Greater Digital Voice Encryption
22. System Access Restriction

23. Subscriber Emergency Alerting
 - a. All Subscriber Equipment shall be capable of sending an emergency alert.
 - b. Emergency alerts shall be received on both Subscriber Equipment and console positions.
24. Remote Radio Enable/Disable
25. Bluetooth Audio and Data
26. Group Call
27. Private Call
28. Call Alert
29. Console Transmit Priority
30. Wide Area and Local Trunking
 - a. The system shall allow the ability to designate whether a talk group is wide area or local, by which wide area talk groups are repeated across sites and local area talk groups are repeated only at the site in which they are transmitted.
31. Automatic Site Handoff
 - a. The system shall support site roaming without user intervention.
32. Repeater Failure
 - a. In the event of a repeater failure, the system shall continue to maintain its trunked operation, regardless of which repeater fails.
33. Interference
 - a. In the event of frequency interference, the system shall continue to maintain its trunked operation, regardless of the channel being interfered with.
34. Remote System Management
 - a. Automated Reporting of Detailed System Diagnostic Information Alarms shall include, at minimum.
 - i. Receiver lock failure
 - ii. Transmit lock detect
 - iii. Temperature (station overheating)
 - iv. Power (AC Power supply failure)
 - v. Fan (fan failure)
 - vi. PA Voltage Major
 - vii. PA Voltage Minor
 - viii. VSWR Major
 - ix. VSWR Minor
 - x. TX Power Major
 - xi. TX Power Minor
 - xii. PA EEPROM Corruption
 - xiii. Exciter EEPROM Corruption
 - xiv. Receiver EEPROM Corruption
 - xv. Interoperability Between Exciter and PA
 - xvi. Incorrect Carrier Frequency
 - xvii. Incorrect Codeplug or Programming
 - b. Remote Control of Repeater Equipment Over IP

- c. Display of radio user activity, display of frequency resource utilization, and display of talkgroup utilization.

8.8 All Subscriber mobile and portable radios shall comply with the following MINIMUM specifications.

Mobile/Control Station Transmitter

Frequency Range	450 - 512 MHz
Frequency Stability	+/- 0.5ppm
RF Power Output	1-25 watts
Channel Spacing	12.5 kHz
Adjacent Channel Power	60 dB @ 12.5 kHz

Mobile/Control Station Receiver

Frequency Range	450 - 512 MHz
Channel Spacing	12.5 or 25 kHz
Analog Sensitivity (12 dB SINAD)	0.3 uV
Digital Sensitivity	5% BER at 0.3 uV
Adjacent Channel Selectivity	65dB at 12.5 kHz
Spurious Rejection	75 dB
Audio Distortion	3%

Portable Transmitter

Frequency Range	450 - 512 MHz
Frequency Stability	+/- 0.5ppm
RF Power Output	5 watts
Channel Spacing	12.5 kHz
Adjacent Channel Power	60 dB @ 12.5 kHz

Portable Receiver

Frequency Range	450 - 512 MHz
Channel Spacing	12.5 kHz
Analog Sensitivity (12 dB SINAD)	0.35 uV
Digital Sensitivity	5% BER at 0.3 uV
Adjacent Channel Selectivity	60dB at 12.5 kHz
Spurious Rejection	70 dB
Audio Distortion	3%

8.9 All repeater stations shall be rated for:

- a. continuous duty at 100 Watts of transmitter output power,
- b. 12.5 KHz RF channel spacing providing two time slot TDMA 6.25 KHz equivalent channel spacing,
- c. minimum receiver adjacent channel selectivity of -75 dB at 12.5 KHz of frequency separation,
- d. minimum receiver spurious signal rejection of -85 dB, and
- e. minimum receiver sensitivity of 0.3 uV.

8.10 All work must comply with the Motorola R56 industry standard.

8.11 Preassembled and Tested Racked Equipment

- a. The Successful Bidder shall design, prepare, preassemble, and test, each radio site's equipment in standard 19-inch industry rated, equipment racks of the maximum height appropriate for each location, but not to exceed 7-feet. The system equipment racks shall include all associated network components, base station repeaters, duplexer, transmitter combiners, receiver multicoupler, band pass/band reject filters, batteries or UPS and AC and lightning protection.

- b. System documentation shall include detailed drawings of these racks with the associated equipment and termination cabling, and documented subsystem test results.

8.12 Should any Point to Point microwave/RF links be included in the Proposal, links shall be licensed to the District by the Successful Bidder. Links shall be at least 100 Mbps capacity, and include protection. Either 1+1 or looping are acceptable protection methods.

8.13 All Ethernet networking components shall be fully-redundant so the failure of one component, such as a switch or router, will not impact the functionality of the System.

8.14 FCC Licensing shall be obtained by the Successful Bidder on behalf of the District. All radio frequencies employed within the System shall be selected, coordinated, and licensed to the District, by the Successful Bidder, and shall be guaranteed to perform reliably for a period of ninety calendar days beyond Final Acceptance. The Successful Bidder shall at its expense replace any frequencies determined by the District to be unreliable prior to, or during, the ninety-day frequency performance warranty period.

8.15 The existing System shall remain on the air and functional throughout the project.

8.16 Work shall be designed and constructed under a single prime contract.

8.17 All costs shall be included in the original proposal. THERE SHALL BE NO CHANGE ORDERS ISSUED FOR THIS PROJECT.

8.18 Successful Bidder shall furnish all materials, personnel, tools, and equipment, necessary for the successful completion of this project.

9.0 GUARANTEE

9.1 The Bidder guarantees all materials and workmanship against defects for a period of one year, unless a longer period of time is noted otherwise, from the date of Final Acceptance of all services, hardware, and software performed or provided under the Proposal. The date of Final Acceptance will be established and confirmed in writing.

9.2 The Bidder assumes responsibility for said one-year guarantee, unless noted otherwise, for all services, hardware, and software provided or performed by subcontractors, manufacturers, or suppliers.

9.3 Within a period of one year, unless noted otherwise, after Final Acceptance of the services, hardware, and software the Bidder hereby agrees that if any portion of the services, hardware, and software installed, implemented, or performed fails to fulfill any of the requirements of the Proposal, RFP, or Purchasing Document, Bidder shall, without delay and with the least practicable inconvenience and without further cost to the District, repair or replace defective or otherwise unsatisfactory services, hardware, software or other materials.

9.4 Should the Bidder fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Bidder can be notified or can respond to notification, the District may at its option make the necessary repairs or replacements, or perform the necessary Work, and the Bidder shall pay to the District the actual cost of such repairs plus 15 percent, or the District may charge such costs to the Bidder's retention.

9.5 The Bidder shall be responsible for the full expense incidental to making good any and all of the above guarantees.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Form and Delivery of Proposals.** Proposals must conform and be responsive to all Project Documents. The complete Proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: Rancho Santiago Community College District, 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the RFP deadline. The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the name of the Project and the date and time for the opening of Proposals. **It is the Bidder's sole responsibility to ensure that its Proposal is received at the specified location prior to the RFP deadline.** The District shall not be responsible for any delays or issues with mail delivery. In accordance with Government Code Section 53068, any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened. At the time and place set forth for the opening of Proposals, the sealed Proposals will be opened and publicly read aloud. However, if prequalification of Bidders is required pursuant to Public Contract Code Section 20651.5 only those sealed Proposals received from prequalified Bidders shall be opened and publicly read aloud.

2. **Bid Security.** Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid price payable to the DISTRICT and shall be given as a guarantee that the Bidder, if awarded the contract, will execute the Agreement within five (5) working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, and all the required contract documents as specified in the General Conditions all within five (5) working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should Bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

3. **Signature.** Any signature required on Project Documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

4. **Modifications.** Changes in or additions to any of the RFP documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT's rejection of the Proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

5. **Specifications/Substitutions.** Whenever the specifications for materials or equipment is indicated or

specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall also be deemed to use for the purpose of facilitating description of the quality of the equipment desired and shall also be deemed to be followed by the words "or equal" and bidder may, unless otherwise stated, offer any material or equipment which shall be equal or better in every respect to that so indicated or specified subject to District approval. If the bidder clearly indicates in its bid that it is proposing an "equal" product, brand name or trade name, if any, the proposed substitute item shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. If the bidder fails to indicate an "equal" product, the bid shall be considered as offering the material or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the District reserves the right to reject any such proposed substituted item.

With respect to all proposed substituted items, the bidder shall submit all pertinent and appropriate data substantiating the request for substitution with their bid proposal. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The items and decisions of the District shall be final and conclusive.

In the event the successful bidder furnishes material or equipment other than what was specified by the District and which has been accepted by the District and which later is defective, then the successful bidder at its sole cost and expense shall furnish the District specified material or equipment or fully replace with new the defective material or equipment at the District's discretion.

All equipment and accessories furnished as a result of this bid are to be new and of the latest and most improved model and/or version in current production and shall be of first quality as to workmanship and materials used. A new product is defined as a product that is made up completely of unused, genuine and original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable. Refurbished, re-conditioned or re-manufactured equipment shall not be provided to the District in part of the proposed system.

6. Erasures, Inconsistent or Illegible Proposals. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the Proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the Proposal, words shall control numbers. In the event that DISTRICT determines that any Proposal is unintelligible, illegible or ambiguous, the DISTRICT may reject such Proposal as being nonresponsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its Proposal, each Bidder shall examine all documents relating to the Project; attend the mandatory all-day job walk, determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its Proposal price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the Bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the Bidder's pre-Proposal examination or during the progress of the work. **Bidder agrees that the submission of a Proposal shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Proposals. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of Proposals. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of Proposals, in accordance with this paragraph, shall be returned. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of Proposals.

9. Agreement and Bonds. The Agreement which the successful Bidder will be required to execute and the payment bond required in accordance with Civil Code Section 9550, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 9554. The successful Bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at Bidder's cost.

10. Interpretation of Project Documents. If any Bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT by June 13, 2016 at 5:00 PM. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT'S discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or emailed or faxed to each Bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE PROJECT.

13. Bidders Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same work unless alternate Proposals are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a Proposal on the Project.

14. Award of Contract. The DISTRICT reserves the right to reject any or all Proposals, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any Proposals or in the bidding process, whichever is in the best interest of the District. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible Bidder. If two identical low Proposals are received from responsive and responsible Bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, the DISTRICT may award the contract to the next lowest responsive and responsible Bidder or reject all Bidders.

15. Alternate Proposals. The Governing Board of the DISTRICT is not calling for alternate Proposals for this Project.

16. RFP Evaluation and Clarification. The District reserves the right to obtain clarification of any point in a Bidder's submittal or to obtain additional information. The District reserves the right to conduct on District site, telephone or email, conversations with the Bidder to clarify proposals and other documents, ask questions or obtain additional information. The Bidder's inability to respond to this request may be cause of disqualification of their proposal.

17. Failure to Provide Requested Information. Failure of Bidder to provide any required documentation or information requested in this package may result in the rejection of their proposal.

18. Listing Subcontractors. Each Bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate Proposals are called for and the Bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, the Bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

19. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

20. Contractor's License. To perform the work required for the Project, the Contractor must possess the Contractor's License as specified in the Notice Inviting Proposals, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, Bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for Proposals, such bid will not be considered and the Contractor will forfeit its bid security to the District.

21. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Project by such Bidder.

22. Hold Harmless and Indemnification. Bidder shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Bidder shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

Furthermore, Bidder agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Bidder or any person, firm or corporation employed by Bidder, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Bidder and Bidder's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Bidder (or any person hired or employed directly or indirectly by the Bidder) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Bidder, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Bidder's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Bidder or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

23. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure §995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with §995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

24. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Non-Collusion Declaration. This form is included with the Projects Documents.

26. Prevailing Wage Rates.

(a) The Bidder and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Bidder shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

(b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

(d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Bidder's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractor under such Bidder, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

27. Compliance with Senate Bill 854. Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project. The new laws take effect on July 1, 2014. This Project is a public works project as defined in Labor Code section 1720. Each Bidder bidding on this Project and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

Each Bidder bidding on this Project and all Subcontractors performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. Each Bidder and Subcontractor will be required to pay an initial set-up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website is <http://www.dir.ca.gov>. The Bidder shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. Bidder shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Bidder may be required to replace said subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Bidder shall be solely

responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall Bidder be granted increased payment from the District or any time extensions to complete the Project as a result of Bidder's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. The Bidder and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Bidder is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Strict compliance with Labor Code section 1720 et seq., including the certified payroll record requirements, is a condition precedent to the District's obligation to process and pay any request for payment from the Bidder.

All subcontractors of any tier must be registered with DIR as set forth in Labor Code section 1725.5. If the Bidder names a Subcontractor who is not currently registered with DIR, the Bidder's bid may be rejected as non-responsive unless the Bidder addresses the registration, to the District's satisfaction, as set forth in Labor Code section 1771.1(c). Contractors and Subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) Contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency, (iv) no state or Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a Bidder or Subcontractor can still qualify by paying the applicable penalty). Each Bidder and Subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this Project and if needed should consult with an attorney. Bidder shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements

Each Bidder and Subcontractor is solely responsible for determining and meeting their obligations pursuant to California Labor Code sections 1776 and 1771.4 which require certified payroll records to be submitted on a monthly basis to the California Labor Commissioner. Each Bidder and Subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this Project and if needed should consult with an attorney.

28. DIR Registration Verification. A form of DIR Registration Verification is included with the Contract Documents. Each Bidder shall submit the completed DIR Registration Verification Form executed by a duly authorized officer or employee of the Bidder with the Bidder's proposal for the Work; failure of a Bidder to do so will render the proposal non-responsive and rejected. The proposal of a Bidder who does not verify to all matters set forth in the form of DIR Registration Verification will be rejected for non-responsiveness.

29. Debarment. Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

30. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site.

31. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

32. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful Bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

33. Accessibility. Contractor hereby warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at the Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Contractor further agrees to indemnify and hold harmless the DISTRICT, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

34. Disabled Veteran Business Enterprises. Each Bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The successful Bidder shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful Bidder shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

35. Proposal Submission. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required is one (1) printed original and three (3) printed copies. In addition, the proposal must be provided in electronic format (CD or flash drive) in searchable PDF format.

36. W-9 Request for Taxpayer ID Number and Certification. The successful Bidder awarded the contract shall be required to complete and submit to the DISTRICT a Form W-9 within five (5) business days following receipt of notification of award.

DISTRICT INSURANCE REQUIREMENTS

It is required that every vendor and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The vendor and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the vendor and contractor.

The Rancho Santiago Community College District shall be named as an *additional insured* on the Commercial General Liability and Comprehensive Automobile Liability policies, **documented by a written endorsement**, and the policy must carry a *30-day* cancellation clause.

Prior to commencing work, and continuing during the life of the project, vendor and contractor shall take out, and require all subcontractors, if any, to take out and maintain:

I. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

II. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

III. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles. **Commercial bus vendors must show evidence of limits of at least \$5,000,000.**

IV. Professional Liability

If the vendor is a licensed architect, engineer, designer or other "professional", a Certificate of Insurance shall be supplied showing Errors and Omissions coverage in an amount not less than **\$5,000,000 per claim, \$5,000,000 aggregate.**

V. Umbrella or Excess Liability

If the vendor's and contractor's primary or underlying limits of coverage **do not meet the requirements** outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance

VI. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by RSCCD.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____

Email: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (5) Number of years in business: _____ Year Established: _____

- (6) Have you ever been terminated from a Radio Communication System installation project or maintenance contract as a result of a dispute? "You" as used herein refers to the Bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officers

(RMO) or responsible managing employees (RME) as individuals even when not associated with the Bidder.

Yes _____ No _____ If the answer is “Yes”, provide names and details.

- (7) Have you ever been assessed damages under any Radio Communication System installation project or maintenance contract in the past three years? “You” as used herein refers to the Bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officers (RMO) or responsible managing employees (RME) as individuals even when not associated with the Bidder.

Yes _____ No _____

If Yes, explain:

- (8) Have you been in litigation or arbitration of any kind on a question or questions relating to any Radio Communication System installation project or maintenance contract during the past three years? “You” as used herein refers to the Bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officers (RMO) or responsible managing employees (RME) as individuals even when not associated with the Bidder.

Yes _____ No _____

If Yes, provide names and details.

- (9) Have you ever failed to complete a Radio Communication System installation project or maintenance contract in the last three years? “You” as used herein refers to the Bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officers (RMO) or responsible managing employees (RME) as individuals even when not associated with the Bidder.

Yes _____

No _____

If Yes, provide names and details.

- (10) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District?

Yes _____

No _____

If Yes, please elaborate.

- (11) Are you currently performing other Radio Communication System installation project or maintenance contracts?

Yes _____ No _____

If Yes, please provide the following information:

1. Name of contracting entity: _____

Description of services: _____

Project Cost: _____

Completion date of contract: _____

Contact person at contracting entity: _____

2. Name of contracting entity: _____

Description of services: _____

Project Cost: _____

Completion date of contract: _____

Contact person at contracting entity: _____

- (12) List of References – Bidder must provide a minimum of five (5) references, two (2) of which must be a government agency, public school district, public university or community college district. It is solely the responsibility of the Bidder to provide complete, accurate and current business and contact information. The inability of the District to reach and verify reference information may cause Bidder's proposal to be rejected. References must meet a combination of criteria listed below. For each reference, identify the applicable criteria. References may meet more than one criteria. Bidder may include additional copies of the reference sheet, provided by the District. Reference criteria:

- A. Bidder was the prime contractor, projects of similar size and scope, as described in this RFP, with a cost of at least \$250,000 each, within the last five (5) years.
- B. Bidder has five (5) successful implementation of multi-site Time Division Multiple Access (TDMA) trunking systems comprised of technology identical to that proposed. Each system consisting of no less than three (3) geographically separated multichannel transmitter sites.
- C. Bidder has three (3) successful implementations of at least three (3) in-building Distributed Antenna Systems (DAS)

(INTENTIONALLY LEFT BLANK)

Reference #_____

Business Name: _____

Address: _____ **Phone:** _____

_____ Fax: _____

Project Name: _____ Project Location: _____

Contact: _____ Title: _____

Project Completion Date: _____ Project Cost: _____ Criteria: A B C
(Circle all that apply)

Project Description:

Reference # _____

Business Name: _____

Address: _____ Phone: _____

_____ Fax: _____

Project Name: _____ Project Location: _____

Contact: _____ Title: _____

Project Completion Date: _____ Project Cost: _____ Criteria: A B C
(Circle all that apply)

Project Description:

Reference # _____

Business Name: _____

Address: _____ Phone: _____

_____ Fax: _____

Project Name: _____ Project Location: _____

Contact: _____ Title: _____

Project Completion Date: _____ Project Cost: _____ Criteria: A B C
(Circle all that apply)

Project Description:

Reference # _____

Business Name: _____

Address: _____ Phone: _____

_____ Fax: _____

Project Name: _____ Project Location: _____

Contact: _____ Title: _____

Project Completion Date: _____ Project Cost: _____ Criteria: A B C
(Circle all that apply)

Project Description:

Reference # _____

Business Name: _____

Address: _____ Phone: _____

_____ Fax: _____

Project Name: _____ Project Location: _____

Contact: _____ Title: _____

Project Completion Date: _____ Project Cost: _____ Criteria: A B C
(Circle all that apply)

Project Description:

Reference # _____

Business Name: _____

Address: _____ Phone: _____

_____ Fax: _____

Project Name: _____ Project Location: _____

Contact: _____ Title: _____

Project Completion Date: _____ Project Cost: _____ Criteria: A B C
(Circle all that apply)

Project Description:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct

Signature

Print Name

Title

Date

BID BOND FORM

[TO BE SUBMITTED WITH BID RESPONSE IF APPLICABLE]

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and

_____ (hereafter called "Surety"), are hereby held and firmly bound

unto the Rancho Santiago Community College District (hereafter called "District") in the sum of

_____ (\$ _____) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into the Agreement in writing for RFP #1293 – District-Wide Radio Communication System

NOW, THEREFORE,

- a. If said Bid Response is rejected, or
- b. If said Bid Response is accepted and the Principal executes and delivers the Agreement form and all required documents within five (5) business days after acceptance (properly completed in accordance with said Bid Response), and furnishes a bond for its faithful performance of said Agreement,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or the Bid, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Agreement, or the Bid, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal) By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal) By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate) _____
Surety's Name

Surety's Address

Surety's Phone Number

BID GUARANTEE FORM

[TO BE SUBMITTED WITH BID RESPONSE WHEN NOT USING BID BOND]

RFP #1293 – District-Wide Radio Communication System

Accompanying this proposal is a cashier's check payable to the order of the Rancho Santiago Community College District or a certified check payable to the order of the Rancho Santiago Community College District in an amount not less than ten percent (10%) of the total bid price set forth in the Bid Form (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute the Agreement with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond Form, when a cashier's check or certified check is accompanying the Bid Response.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the Bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The Bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the Bidder (prime contractor) in this bid.

If a Bidder (prime contractor) fails to specify a subcontractor or if a Bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's (prime contractor's) total bid, Bidder shall be deemed to have agreed that Bidder is fully qualified to perform that portion, and that Bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

All subcontractors working on the Project must be registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. If requested, the Contractor shall provide proof that all subcontractors hired by Contractor to provide any work on the Project are currently registered with DIR. If Contractor hires any subcontractor who is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District with a subcontractor that is registered with DIR. In the event of such replacement, Contractor shall meet the requirements set forth herein and all regulations applicable to subcontractor work. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirement implemented by DIR applicable to its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR with respect to its subcontractors. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. Contractor shall also ensure all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DIR or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments from Contractor if the District is notified, or determines as the result of its own investigation, that any of the subcontractors are in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District.

No Bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and Bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. _____.

Type of trade, labor, or service	Name, DIR Registration # & License # of Subcontractor License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)	Complete Address (Name of City Not Sufficient) and Telephone Number
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone: _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone: _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone: _____

Bidder agrees that within twenty-four (24) hours of bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone number of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

(Name of Bidder)

By: _____

(Signature of Bidder)

Print Name: _____

Address: _____

Telephone Number: _____

**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is June 30, 20_____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20__ at _____.
(City and State)

(Signature)

(Name, typed or printed)

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH RFP**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

BUSINESS ENTERPRISES

Rancho Santiago Community College District has always been committed to providing an equal opportunity for all business enterprises to participate in its purchasing and contracting activities. To assist us in measuring our compliance with this commitment, we are asking all bidders to provide us with additional information.

Using the criteria printed on the following pages, please check all spaces that apply to your business enterprise.

Small Business Enterprise (SBE) _____

Women Owned Business Enterprise (WBE) _____

Minority Owned Business Enterprise (MBE) _____

Disabled Veteran Business Enterprise (DVB) _____

Disadvantaged Business Enterprise (DBE) _____

Bidders are required to provide a copy of their certification with their bid proposal.

The undersigned on behalf of the bidder named below, certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name _____

Name _____

Signature _____

Title _____

Date _____

Minority Business Enterprise (MBE) Certification

A Minority Business Enterprise is a for-profit enterprise, regardless of size, physically located in the U. S. or its trust territories, which is 51% owned, managed, operated and controlled by an ethnic minority or a group of ethnic minorities on a day-to-day basis.

An ethnic minority is an individual whose origin or heritage is of or from:

- Any of the Black racial groups of Sub-Sahara Africa (African-Americans)
- Any of the Spanish speaking countries of Latin America, Mexico, Central America, South America, the Caribbean and Brazil (Afro-Brazilian and Brazilian Indians only) (Hispanic-Americans)
- American Indian, Eskimo, Aleut or Native Hawaiian (Native Americans). Native Americans must be documented members of a North American tribe, band or organized group of native people indigenous to the continental U.S.
- Bangladesh, Cambodia, China, Guam, India, Indonesia, Japan, Korea, Laos, Malaysia, Pakistan, the Philippines, Samoa, Thailand, Sri Lanka, Taiwan, the U.S. Trust Territories of the Pacific or the Northern Marianas and Vietnam. (Asian Americans, Pacific Islanders, Asian Indian Americans).

Information on MBE certification may be obtained from: Southern California Minority Supplier Development Council (SCMSDC). Visit <http://www.scmsdc.org/> , or call (213) 689 - 8097 or e-mail: info@scmsdc.org .

Woman Business Enterprise (WBE) Certification

Criteria for Certification:

- Applicant company must be at least fifty-one percent (51%) owned and controlled by one or more women who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more women who are U.S. citizens or lawful permanent residents; and
- Whose management and daily operation is controlled by one or more of the women owners.

Information on WBE certification may be obtained from: Women Business Enterprise Council (WBEC) - West. Visit <http://www.wbec-west.com/> , or call (213) 265-5398.

Small Business (SB) Certification

The Department of General Services, Procurement Division's, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) is the state's certifying agency that administers the Small Business (SB) Program. Non-profit Veteran Service Agencies receive certification upon application approval. Non-profit organizations will only receive a registration upon application approval.

In order for a small business to be eligible for SB certification, the small business must meet the following requirements:

- Be independently owned and operated;
- Not dominant in field of operation;
- Principal office located in California;
- Owners (officers, if a corporation) domiciled in California; and,
- Including affiliates, be either,
 - A business with 100 or fewer employees; an average annual gross receipts of \$14 million or less, over the last three tax years;
 - A manufacturer* with 100 or fewer employees; or,

- A microbusiness. A small business will automatically be designated as a microbusiness, if gross annual receipts are less than \$3,500,000; or the small business is a manufacturer with 25 or fewer employees.

* For Small Business Certification purposes, a manufacturer is a business that is both of the following:

1. Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
2. Classified between Codes 31 to 339999, inclusive, of the North American Industrial Classification System (NAICS) Manual, published by the United States Census Bureau, 2007 edition.

Information on SB certification can be obtained from: California Department of General Services (DGS). Visit <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> , or call Office of Small Business and DVBE Services at (916) 375 – 4940, or e-mail OSDSHelp@dgs.ca.gov .

Disabled Veteran Business Enterprises (DVBE) Certification

The Department of General Services, Procurement Division's, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) is the state's certifying agency that administers the DVBE Certification Program. Non-profit Veteran Service Agencies receive certification upon application approval. Non-profit organizations will only receive a registration upon application approval.

For DVBE certification purposes, a "disabled veteran" is:

- A veteran of the U.S. military, naval, or air service;
- The veteran must have a service-connected disability of at least 10% or more; and
- The veteran must reside in California.

To be certified as a DVBE, your firm must meet the following requirements:

- Your business must be at least 51% owned by one or more disabled veterans;
- Your daily business operations must be managed and controlled by one or more disabled veterans

NOTE: The disabled veteran who manages and controls the business is not required to be an owner of the applicant business; and

- Your home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business).
- All existing and all new DVBE applicants must submit to the Office of Small Business and DVBE Services (OSDS) complete copies of the DVBE's federal income tax returns for the previous three years. DVBEs who have been in business for less than three years shall submit the federal tax returns for each year they've been in business.
- A DVBE applicant that is not a sole proprietorship and rents equipment to the state must provide the federal income tax returns for each of their disabled veteran owners or your firm will be deemed to be an equipment broker.
- DVBE limited liability companies must be wholly owned by one or more disabled veterans.

Information on DVBE certification can be obtained from: California Department of General Services (DGS). Visit <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> , or call Office of Small Business and DVBE Services at (916) 375 – 4940, or e-mail OSDSHelp@dgs.ca.gov .

Disadvantaged Business Enterprises (DBE) Certification

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm must meet the following eligibility criteria stated in 49 CFR Part 26:

- The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of a [socially and economically disadvantaged group](#) as defined in the Code of Federal Regulation 49 CFR Part 26.67. Presumptive groups include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, or any individual found to be socially and economically disadvantaged on a case-by-case basis.
- The disadvantaged individual applying must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from personal net worth calculation include an individual's ownership interest in the applicant firm and his or her equity in their primary. Also, if an individual demonstrates that he/she is able to accumulate substantial wealth, the individual's claim of economic disadvantage may be denied, even though the individual's PNW is less than \$1.32 million.
- Depending on the primary business activity, a firm (including its affiliates) must not have average annual gross receipts over the firm's previous three fiscal years in excess of \$23,980,000 (\$56,420,000 for airport concessionaires in general with some exceptions). Lower size standards may apply depending on business activity determination.
- The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.
- The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.
- If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential.

Information on DBE certification can be obtained from: California Department of Transportation (Caltrans) Office of Business & Economic Opportunity Certification Unit. Visit http://www.dot.ca.gov/hq/bep/business_forms.htm , or download the brochure at: http://www.dot.ca.gov/hq/bep/documents/dbe_brochure.pdf , or call (916) 324-1700, or e-mail dbe.certification@dot.ca.gov .

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or

bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the CONTRACTOR's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the CONTRACTOR remains.

CONTRACTOR and Surety agree that if the Obligees are required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned CONTRACTOR, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been

given, by reason of any breach of contract between the Obligee and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2016, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as ("DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the DISTRICT is authorized to contract with a CONTRACTOR to provide: **District-Wide Radio Communication System.**

WHEREAS, the CONTRACTOR is specially experienced, and competent to provide the **District-Wide Radio Communication System**, in accordance with all of the terms, conditions and pricing of the DISTRICT'S RFP #1293

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The DISTRICT hereby retains the CONTRACTOR upon the terms and conditions hereinafter set forth, and the CONTRACTOR hereby accepts said terms and conditions and agrees to provide a **District-Wide Radio Communication System** in accordance with the said terms and conditions set forth in the bid documents including but not limited to the Notice Calling For Proposals, Information for Bidders, General Conditions, Insurance Certificates, Workers' Compensation Certificate, Bid Security, Bid Guarantee, Faithful Performance Bond, Payment Bond, Agreement, Information Required of Bidder, Designation of Subcontractors, Verification of Contractor and Subcontractor's DIR Registration, Non-Collusion Declaration, Drug-Free Workplace Certification, Business Enterprises, Specifications, Drawings, and all modifications, addenda and amendments thereto by this reference incorporated herein.

The CONTRACTOR shall commence after receiving the DISTRICT'S Notice to Proceed and shall be completed and will diligently perform as required and complete performance by **March 1, 2017**. Time is of the essence. Time extensions may be granted at the sole discretion of the DISTRICT.

2. CONTRACTOR shall perform within the time set forth by the DISTRICT everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required by this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the work to be performed by the CONTRACTOR. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, the sum of: _____.

4. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds then this Agreement shall terminate.

5. The CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and CONTRACTOR shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. The DISTRICT assumes no responsibility whatsoever for property placed on the premises. The CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. These provisions do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

6. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is an independent contractor and not an officer, agent, or employee of the DISTRICT.

7. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, the insurance coverage set forth in the Bid Documents. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

8. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

9. The CONTRACTOR and all subcontractors of any tiers shall remain in compliance with the Department of Industrial Relations (DIR) contractor registration and requirements at all time during the performance of this work pursuant to Labor Code §1725.5.

10. The CONTRACTOR and its subcontractor shall furnish certified payroll records (CPR's) as required pursuant to Labor Code Section §1771.4 and 1776 directly to the Labor Commissioner in the required format on a monthly basis throughout the duration of the agreement including renewals.

11. The CONTRACTOR and all subcontractors shall comply with the Prevailing Wage Rate requirements pursuant to Labor Code §1770 et seq.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Board of Trustees of the DISTRICT. This Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

14. This Agreement and all related work cannot be assigned without consent of the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CONTRACTOR

By: _____
Signature

Print Name

Title

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, Santa Ana, California**

By: _____

Peter J. Hardash
Vice Chancellor
Business Operations and
Fiscal Services

Date

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of ____ () years from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____