



Audio Video Integration Services

BID #1292

Bid Due:	2:00pm PDT, May 20, 2016 Late Proposal Shall Not Be Considered
Submit Bid To:	Rancho Santiago Community College District Purchasing Department - Room 109, 2323 N. Broadway, Santa Ana CA 92706
Refer Questions & Clarification to:	Laura Bennett Buyer bennett_laura@rsccd.edu
Mandatory Job Walk	9:00am PDT, May 6, 2016 Santiago Canyon College 8045 E. Chapman Ave. Orange, CA 92869 Bidders are to meet at the flagpole by using the Chapman Ave. entrance

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NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to May 20, 2016 @ 2:00 p.m. in the Rancho Santiago Community College District Purchasing Office, at 2323 North Broadway - Room 109, Santa Ana, CA 92706, for the furnishing of:

Bid #1292 – Audio Video Integration Services

There will be a mandatory job walk held on May 6, 2016 at 9:00am, at Santiago Canyon College, 8045 E. Chapman Ave., Orange, CA 92869. Bidders are to meet at the flagpole by using the Chapman Ave. entrance. Bid proposals will be accepted only from bidders who attended the entire job walk.

Contractor license classification: Class C-7. Any Bidder not licensed at the time of the bid opening will be rejected as nonresponsive.

Bid documents are available at www.rsccd.edu/bidopportunities. Bidders are responsible to regularly check the District's website for addendums. For further information, please contact Laura Bennett at bennett_laura@rsccd.edu.

Advertised: Orange County Register
 April 27 & May 4, 2016

I. INTRODUCTION AND PROJECT BACKGROUND

Rancho Santiago Community College District (DISTRICT) desires to engage a qualified audio-video Contractor to implement a fully functional integrated AV system in ten (10) classrooms at Building 'D' located at the Santiago Canyon College campus, 8045 East Chapman, Orange, CA. 92869.

The 'D' building located in Santiago Canyon College has a two story 42,136 SF academic building built in the year 1995. The building has a variety of spaces that include but not limited to classrooms, private offices, mechanical rooms, and electrical rooms. The scope defined herein is isolated to the second floor math classrooms, room # D-204, D-205, D-206, D-207, D-215, D-216, D-217, D-220, D-221, and D-222.

The AV systems currently comprises of a mixture of different divergent components not fully integrated into a seamless system requiring inefficient operations, constant maintenance, and costly replacements. Currently, the District is moving toward an open-based software driven AV system to more efficiently control multiple AV equipment, integrate different components and platforms, eliminate proprietary programming costs, add new AV technologies as they emerge, access software tool suites for easy provisioning and configuration, and provide customized user interface for end-user efficiency and management.

II. SCOPE OF SERVICE

The contractor shall provide all labor, equipment, and materials for a complete audio video system integration in Building 'D' at Santiago Canyon College, Rancho Santiago Community College District. The system shall be coordinated with the District's software driven AV system called Utelogy. The Utelogy software license purchase, software installation, programming, customization, and commissioning will be done by Utelogy as a direct vendor to the District providing turnkey services. The contractor shall be responsible to provide commissioning support, coordinate, install, and integrate Owner Furnished Contractor Installed equipment (OFCI) and contractor furnished equipment into the Utelogy software. All OFCI and vendor provided equipment, peripherals, and components are defined in the equipment list, plans, and specifications provided herein. The contractor is required to work closely with the Utelogy vendor during the commissioning process to ensure the system is fully functional and performs as required per the specifications.

III. DEFINITION OF TERMS

"Bidder" or "Contractor" appears throughout this bid document are hereby interchangeable.

"Contract Document", "Project Document" or "Bid Document" appears throughout this bid document are hereby interchangeable.

"RSCCD" or "District" appears throughout this bid document are hereby interchangeable.

"Contract" or "Agreement" appears throughout this bid document are hereby interchangeable.

OFE = Owner Furnished Equipment

OFCI = Owner Furnished Contractor Installed

IV. AUDIOVISUAL SYSTEMS

Sections below provide a brief narrative description of the specific functional, technical and operational requirements and capabilities of the Audiovisual Systems for each of the classrooms listed below. Refer to provided drawings and the AV Equipment List on page 18. The Contractor shall be responsible for providing a complete turnkey installation including all materials, equipment (that may not be outlined in the AV Equipment List), control programming code /GUI, drawings and documents.

A. GENERAL REQUIREMENTS FOR ALL CLASSROOM SPACES

1. Classrooms: D204, D205, D206, D207, D215, D216, D217, D220, D221, D222
2. Infrastructure: The Contractor is responsible for verifying all floor, wall, and ceiling box locations to determine if they are appropriate with their engineered solutions. The Contractor shall coordinate with the Architect any re-locations, box size changes, or other infrastructure changes required to implement the Designed AV systems.
3. Connector Plates and Floor box components: The Contractor is responsible for verifying and furnishing all AV connector plates and internal floor box components to ensure a professional, symmetrical, and seamless appearance. The Contractor shall coordinate all plate finishes, engraving, brushing direction and back-filled text colors with Architect.
4. Cabling and Connectors: Except where otherwise noted, the Contractor is responsible for all AV cabling, connectors, termination, piece-parts, labels, heat-shrink, cable dressing materials, power supplies, and testing. All product substitution requests shall be submitted to DISTRICT and AV consultant.
5. Furniture Coordination: The Contractor shall coordinate the locations of equipment that shall be mounted under the council table at each member's seat and staff tables. The Contractor shall coordinate all cable routes, tie-backs, dressing, and holes in furniture with DISTRICT.
6. Electrical and Heat Load Coordination: The Contractor shall verify and coordinate all power receptacles have been located in the correct location for the AV system to function.

B. SYSTEM SPECIFICATION

An Extron DTP system was selected as the core of the audio video system as it is easy to use, cost effective, feature packed and eliminates much of the cumbersome equipment that can clutter the classroom space.

1. Displays/Screens
 - a. The system shall utilize an OFCI WXGA 3100 lumens Laser & LCD hybrid projector that will be wall mounted with extinction arm mount and RS:232 controllable. The projector shall be setup to fill the whiteboard and be square and level without the using keystone correction or any other soft geometry correction. The projector is interactive and there will be a USB connection from the OFCI House PC and the OFCI projector. They will project on (1) one new projection friendly whiteboard.

2. Video System

- a. The video system consists of a 6 input and 3 output digital video switcher.

3. Sources

- a. The Lectern/Teaching Station shall have (1) one HDMI and (1) one VGA with 3.5mm Audio cable. These are for laptop connection and can be used separately or at the same time.
- b. There shall also be (1) one OFCI House PC
- c. There shall also be (1) one OFCI Blu-Ray Player IR controlled
- d. There shall also be (1) one OFCI Digital Document Camera

4. Audio

- a. There shall be (4) four Full Range Flat Field 170 degree, which provides a very wide room coverage pattern. This coverage optimizes voice intelligibility, which along with low bass response, is the most critical consideration for classroom microphone and program material applications.
- b. The 100watt 70volt built in amplifier from the All-In-One Digital Video Switcher shall be utilized to power the flat field speaker system.

5. Control

- a. The Control system shall use the OFCI PC and PC Monitor as the control interface. The control software and interface will be programmed and commissioned by Utelogy with full assistance of the integrator. The integrator shall install all the parts and pieces needed to complete the control system programming provided by Utelogy. The contractor shall also configure the parts and pieces with their soft setup and/or configuration such as IP address however not limited to the IP address. All functionality is to also be confirmed and signed off by DISTRICT.
- b. The control interface shall control the system including the base functionality of:
 - (1) System On/Off
 - (2) Projector On/Off
 - (3) Projector Video Blanking
 - (4) Program Volume Up/Down
 - (5) Microphone Volume Up/Down
 - (6) Source selection (Laptop HDMI, Laptop VGA, House PC, Blu-Ray Player, Document Camera)
 - (7) Display source preview

6. Infrastructure

- a. There shall be a new **OF**CI height adjustable Lectern/Teaching Station. It shall have Wild Cherry Color Laminate, Wild Cherry Edge Color, Black Color Metal Finish, Top with surround, Twin Wheel Casters, No Flip up shelf, Equipment Rack with standard work surface, Pullout keyboard tray No Logo Panel, No rack door and No Cove Power Module.
- b. There shall be a new **CF**CI 18RU rack without a front door rack to accommodate the new equipment and matches the Lectern/Teaching Station. The rack equipment will be connected to the wall with an umbilical this umbilical shall be secured at the wall and at the entrance to the rack. The umbilical shall be cover with mesh braid sometimes known

as snake skin. There shall also be a Velcro floor cover so the umbilical is not a tripping hazard.

- c. The integrator shall also install (2) two 48"x60" Melamine white marker boards with 1" display rail and cork insert which will flank the projection screen whiteboard. All whiteboard shall be wall mounted equal to each other at 36" AFF to the bottom of each.

C. INTEGRATOR SHALL INCLUDE

- a. All equipment, wire and accessories required for a fully functional audio video system.
- b. All labor associated with turnkey engineering, installation, programming, testing and training.
- c. Coordination and cooperation with the construction team in regards to installing the system.
- d. Two Year (2 year) warranty coverage of all materials and craftsmanship (unless otherwise state).
- e. Integrator warranty coverage of all materials and craftsmanship.
- f. User training on system shall be at a minimum 4 hours.
- g. Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- h. Where applicable, the owner's architect will provide the integrator's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in Auto Cad format at no charge to the integrator.
- i. The integrator shall provide a Two Year (2 year) Parts and Labor Full System Warranty Coverage. Customer is responsible for performing service required to keep the manufacturer's warranty intact. Warranty goes into effect at the time of sign off or first beneficial use of the system.

D. PROJECT COORDINATION

To facilitate the effective execution of the project, the integrator shall establish the working relationship with DISTRICT. This will include the definition of primary contacts, implementation schedule, work site access, other trades coordination and escalation methodology. This will include the following:

- a. The integrator shall provide DISTRICT with the contact information for the responsible person with whom client coordination will occur through the duration of the project.
- b. DISTRICT to provide the contact information for the designated owner representative.
- c. The integrator will coordinate scheduling of the project with the designated owner representative.
- d. Facility access requirement including job site gate requirements, security, and escort requirements where required.
- e. Schedule changes will be coordinated between the integrators responsible person and the owner representative. The integrator recognizes that schedules change and that those changes may impact the overall project implementation schedule.

V. EXECUTION OF WORK

A. TECHNICAL PERFORMANCE REQUIREMENTS

The AV system will follow the Technical Performance Requirements described below:

1. Equipment Specifications

a. Like Components

All like devices used in the Project shall be the same (i.e., manufacturer, model). Standardization of like components will enable consistent AV system functional and technical performance, familiar interface capabilities, and efficient maintenance and support. Should limited product availability or other factors impair the Contractor's ability to provide like components throughout the Project, the Contractor shall immediately bring the situation to the attention of the Audiovisual Consultant so that an appropriate course of action can be identified.

b. Approved Equipment Manufacturers

The Audiovisual Consultant has provided an approved manufacturer equipment list for the AV system. **IT IS REQUIRED THAT COMPONENTS OF THE SYSTEM SOLUTION PROPOSED SHALL BE SOURCED FROM THE MANUFACTURERS IDENTIFIED IN EXHIBIT B: MAJOR EQUIPMENT LIST WITH APPROVED MANUFACTURERS.**

c. Additional Equipment Components and Spares

The following Additional Equipment Components shall be provided by the Contractor as a part of the AV system:

- a. Media Input cabling shall be provided by the Contractor as a part of the AV system. The Contractor shall provide all cabling necessary to connect laptops to the audio and video interfaces to system as specified in this document

2. AV System Performance Requirements

The individual elements of the complete integrated AV system shall meet or exceed the technical performance defined below.

a. Audio Systems

The audio systems configuration shall be properly configured for the wireless microphones for voice re-enforcement in each classroom:

- (1) Loudness: Through the general listening area the media and/or voice audio systems shall produce an undistorted sound level greater than 90dB when reproducing typical program material. This shall be verified after the system has been equalized to meet frequency response specifications. An approved sound level meter set to "C" weighting and "SLOW" meter response shall be used to make this measurement. The audio system should be able to provide 100 dB of headroom or the ability to produce program peaks of 100 dB. Program peaks should not produce any type of audible distortion.
- (2) Hum and Noise: With system gain set for 90dB peak levels from any normal program source, electrical noise should not exceed 0.2 volts RMS at power amplifier output terminals. Operation of various system controls such as program source, gain control, lighting controls, etc. should not introduce objectionable noise into the system.

- (3) Signal to Noise Ratio: (inclusive of cross-talk and hum) Signal to noise ratios should be measured using an approved sound level meter, set to "linear" weighting and "SLOW" meter response. Unless restricted by the undistorted output level of the system, the overall system S/N ratio should be greater than 70dB.

b. Audiovisual Control Systems

(1) Hardware Performance Requirements

- (a) The Contractor shall be responsible for providing all the parts and pieces to connect to the control processing (DISTRICT PC & Utelogy), communication and connectivity hardware as required to deliver a complete, operational integrated system.
- (b) The Control System (DISTRICT PC & Utelogy) shall be connected to DISTRICT's network.
- (c) The Control System shall support control of devices via Ethernet control, serial control, or infrared control.

(2) Software Performance Requirements

- (a) Utelogy shall be responsible for providing all software, and all software configuration, setup, and programming as required to deliver a complete, operational integrated Control System providing the user control functionality designated in the Specifications.
- (b) However, the audio video integrator is responsible for all hardware setup and support. Including but limited to supporting Utelogy over the complete commissioning cycle of the audio video system. Troubleshooting of hardware, wiring or physical installation is the integrators responsibility.

3. System Assembly and Installation

a. General Execution of Work

- (1) Cable and wire stripping scrap and conductor strands shall be kept away from sensitive electronic equipment such that loose pieces do not become lodged inside equipment.
- (2) All assembly and material cutting shall be limited to a working area specifically designated for this purpose.
- (3) All racks, consoles, connection boxes and other equipment enclosures shall be degreased and vacuum cleaned prior to installation of equipment or panels.
- (4) The Contractor shall take measures to protect all cabinets, casework, finished flooring, wall coverings, equipment, and other surrounding objects from damage resulting from its work. This shall include, but not be limited to, the installation of temporary protective coverings. Any damage resulting from the work of the Contractor shall be corrected by the Contractor at no additional cost to DISTRICT.
- (5) Prior to shipment to site, all major pieces of equipment shall be unpacked and checked thoroughly at the Contractor's premises. DISTRICT will not be liable for any delays of completion in installation due to defective equipment being received by Contractor.

- (6) All equipment racks and sub-assemblies shall be constructed at Contractor's premises. This will include, but not be limited to, wiring, labeling, dressing, supports and ventilation.
- (7) All spaces shall be cleaned as an ongoing activity. The Contractor shall vacuum clean all work areas and remove all debris, scrap, and waste at least every week, and after any substantial debris accumulation. At the conclusion of the work in a given room area, a final vacuum cleaning of all such access spaces shall be performed. All loose items, including those that were existing at the start of the work, shall be removed. Wet mopping shall be performed on flooring only when other dry cleaning methods are insufficient. No brushing or wet cleaning of equipment shall be permitted.
- (8) The Contractor shall generate any additional drawings or information required for fabrication, installation and wiring of the system.
- (9) The Contractor shall be responsible for the proper alignment, adjustment and calibration of all audiovisual equipment including equipment specified as Owner Furnished Equipment (OFE or OFCI), and shall provide all personnel and test equipment for the system test and adjust.
- (10) The Contractor shall be responsible for verifying the compatibility of all equipment and related hardware with related work performed by others. This includes, but is not limited to, electrical, mechanical, structural, and all finish work.
- (11) The Contractor shall furnish all software necessary to operate software controlled audiovisual equipment or sub systems (e.g. remote control system). Whether produced by the Contractor or supplied by a software manufacturer, all software will be installed and tested prior to the delivery of equipment to the site.
- (12) Uncrating, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required of all equipment except as otherwise noted.
- (13) Interconnect wiring of the components of the system.
- (14) Equipment alignment and adjustment.
- (15) All other work whether or not expressly required herein which is necessary to result in a completely tested and operating system.
- (16) All equipment shall be firmly secured in place unless requirements of portability dictate otherwise. Fastenings and supports shall meet all seismic code requirements for DISTRICT installation location and be adequate to support their loads with a safety factor of at least three (3) times.
- (17) All boxes, equipment, etc. shall be plumb and square.

b. Equipment Installation

- (1) The Contractor shall use the existing metal equipment racks unless otherwise specified. Whether a metal rack or custom cabinetry is used, the following shall apply:
 - (a) Equipment mounting shall conform to industry standards of 1 3/4" rack units.
 - (b) The Contractor shall only use rack rails that are tapped for #10-32 screws (no clip nuts shall be used).

- (c) The Contractor shall implement a general ventilation scheme for all consoles and racks in the Project. A proposed scheme shall be presented to the Audiovisual Consultant for approval prior to execution of the work.
- (d) Provide blank rack panels in all rack openings not occupied by equipment. Blank filler panels shall not exceed three rack units in size. Panel color shall be matte black. Perforated panels may be used to aid in proper ventilation.
- (e) All devices within equipment racks shall be mounted to the equipment rack. No devices shall be resting atop or mounted to other devices within the equipment racks.
- (f) Devices will be mounted in the racks in logical order. Generally, signal flow should move from the top of the rack to bottom. Heavier devices should be mounted in the lower portion to ensure that the assembly is not too top heavy. Frequently used devices will be mounted at the optimal elevation for operator use.
- (g) Each rack shall be uniquely identified, self-adhesive label affixed to the front top frame. The size and appearance of these labels will be reviewed for approval by Audiovisual Consultant.
- (h) Contractor rack logo panels shall be confined to a single rack unit. Rack logo panel graphics shall be submitted for approval by the Audiovisual Consultant. Rack logo plates shall identify the name of the Contractor, the Audiovisual Consultant, and DISTRICT.

2. Cable Dress

- (a) In general, cable dressing shall be considered from a maintenance standpoint. Suitable service loops shall be provided to allow removal of equipment, or to extend equipment that is mounted in the rack on rack slides. Where there is no rear access to the rack mounted equipment, this requirement shall be carefully addressed, and cabling shall be of sufficient length to enable the removal and replacement of any individual piece of equipment with all others in place.
- (b) It is expected that the Contractor will fabricate some portions of the systems off site. Pre-wiring is acceptable provided that the pre-wired assembly can easily be transported to its final location without complication, and without risk of cable or equipment damage. Use of intermediate connections for inter-rack cables is not acceptable.
- (c) Equipment specified as "Future" shall be accommodated with cables installed and routed normally, with the unterminated end being labeled, sealed in a plastic bag, and tagged appropriately.
- (d) The Contractor shall be responsible for determining the proper length of all cables whether manufactured on or off the job site.
- (e) The Contractor shall determine the desired method of securing cables. All of the following requirements must be met by the system:
- (f) Plastic cable ties are the preferred method of cable lacing. Lay in systems are not acceptable except as applied to a horizontal cable tray.

- (g) Wires and cable shall be installed in a neat and orderly fashion, with like cable types following similar paths. Groups of cables shall be neatly combed and harnessed. Harnessed groups of cables shall be anchored at suitable intervals to reduce and relieve wire strain, especially strain on connections. Adequate service loops shall be provided at all cable endpoints.
- (h) Some rack-mounted equipment utilizes slide assemblies for front extension while in operation. For this type of mounting, additional, carefully dressed service loops on all cables shall be provided and installed with spring operated cable retractor assemblies to gather and recoil the service loop.
- (i) For all schemes of cable routing, no point in the path shall be subjected to a bend radius of less than eight (8) times the cable diameter, or minimum cable bend radius specified by the manufacturer.
- (j) Captive cables shall not be laced in such a manner as to prevent removal of the equipment to which they are captive.
- (k) Wires and cables shall be segregated according to signal type. This applies to cable segregation within equipment racks and conduits. Digital and Analog AV cables shall be separated and routed in different conduits if they are being run to the same endpoints. In addition, audio cable shall be subdivided into three (3) classes: microphone level circuits, line level circuits, and speaker level circuits.
- (l) Microphone level audio circuits shall be kept at least three inches (3") from any other type of parallel signal circuits and at least six inches (6") from any parallel AC power circuits.
- (m) Speaker level audio circuits shall be kept a minimum of three inches (3") from line level audio and AC power circuits. All other signal circuits shall be kept at least three inches (3") away from any parallel AC power circuits. Speaker Level audio circuits shall not share conduits with Microphone or Line Level circuits.
- (n) Where circuits of different types must cross, they shall do so at right angles and then return to the above required separations in as short a distance as possible.
- (o) Conductors, wires, and cables shall be continuous between termination points. Splices are not acceptable.
- (p) Cable tie and lacing installation shall be accomplished using hand tools specifically designed to apply proper tension to the cable tie, and to cut the end off flush with no protruding sharp edges. The Contractor's field supervisor shall spot check assemblies using cable ties both visually and by touch, thereby detecting any sharp edges of improperly cut cable ties. Install cable ties on all cable runs of two or more cables that are not supported by raceway, cable tray, or other means. Place cable ties approximately six inches (6") apart. Do not use more cable ties than are necessary for a neat installation. Cable ties shall not be applied with excessive force that may damage or deform sensitive and fragile cables.

3. Cable Types

All cables installed shall meet appropriate governing codes and standards. The following cable types are recommended for use:

- (a) Audio-Speaker: Single twisted pair, 14 AWG.
- (b) Audio-Microphone: Single twisted pair, shielded, 22 AWG.
- (c) Control: Multi conductor, overall shield 24 AWG.
- (d) Serial Data: Multi conductor, overall shield, 24 AWG, low capacitance
- (e) Digital Media: Use Digital Media Equipment manufacturer's recommended digital media cabling.

4. Cable Labeling

- (a) Provide unique cable designation on each distinct wire or cable. Labels shall be installed within two inches of connectors, unless this interferes with disassembly of the connector.
- (b) The Contractor shall submit a sample of their cable labeling standards to DISTRICT and Audiovisual Consultant for review and acceptance.
- (c) Labels shall be installed in such a manner as to be visible without unlacing any harnesses.
- (d) Labels must have transparent heat-shrink wrap covers. Stick-on, adhesive, or Velcro labels by themselves are not allowed.

5. Power Cords

- (a) All equipment power cords shall terminate in a standard plug that shall be wired in compliance with governing codes and standards.
- (b) Power cords may be laced to the racks as long as the cords are removable at the power connector on the piece of equipment. This is to allow removal of the equipment without undoing the cable lacing. Power cords shall not be laced in the same bundle with signal or control cables. If the power cord is an active component of the equipment, the cable shall be dressed separately from all other cables terminating at the equipment to facilitate easy removal of the equipment.
- (c) All power plugs shall be labeled with the component's label name.
- (d) All power cords shall be plugged into an AC power distribution strip which will be pre-wired into the rack prior to delivery to site.

(e) Cable Termination

- 1) Wire and cable termination shall be performed in accordance with Broadcast Industry Standards and the guidelines of generally accepted professional installation practices.
- 2) With respect to audio equipment interconnects, the Contractor shall make every effort to use equipment with balanced inputs and outputs. When this is not possible, such as the case to meet specification, the following are recommended (in order of preference):
 - a) An electronic balancing device (professional interface) or balancing transformer should be utilized.
 - b) In the case of an unbalanced output driving a balanced input, forward referencing should be utilized.
 - c) An active balanced to unbalanced interconnect is not recommended.

4. Electrical Requirements

a. Technical Power

1. Technical Power, defined as AC power dedicated to the audiovisual equipment and other critical audiovisual systems, will service the Audiovisual System.
2. All racks and cabinets shall have pre-wired AC power strips for Technical Power distribution within the rack. The assembled rack internal power strips shall conform to approved testing laboratory specifications. Each circuit shall consist of a "hot" wire, a dedicated neutral wire, and a dedicated ground wire of equal current carrying capacity.
3. The Contractor shall coordinate the power interface between the equipment enclosure and the building with the Audiovisual Consultant. The Audiovisual Consultant will provide Technical Power at locations adjacent to audiovisual equipment where specified.
4. The Audiovisual Systems shall be designed so that power may be supplied or removed smoothly or abruptly at any time without causing damage to system equipment.

b. Grounding Practices

1. Technical Ground shall be defined as the ground or earth protection that is dedicated to the Technical Power service supplying electrical power to the audiovisual systems.
2. Because of the great number of variations possible in a grounding system, it shall be the responsibility of the Contractor to follow good engineering practices as outlined below, and to deviate from these practices only when necessary to minimize cross-talk and to maximize signal to noise ratios in audio and video systems.
3. In order to minimize problems resulting from improper grounding, and to achieve maximum signal to noise ratio, the following grounding procedures shall be adhered to:
 - (a) A uni-point ground scheme shall be maintained throughout the systems. A dedicated ground buss bar shall be provided for the exclusive use of the Audiovisual Systems. This buss bar shall serve as a termination point for all equipment rack frame grounds and AC power panel isolated ground conductors. The Audiovisual Systems' Technical Ground buss bar will be connected to the central facility ground at one point only.
 - (b) Each audiovisual system equipment rack will be connected to the Power ground buss bar via a dedicated eight (8) gauge green copper wire. The Audiovisual Systems equipment racks will be isolated from building steel, cable trays, electrical conduit and any other object or device that would compromise the isolated ground system. All conduits entering the equipment racks will be isolated from the enclosure itself with an insulated fitting.
 - (c) All devices in the audiovisual system racks shall be serviced with a grounded AC outlet. Devices having two (2) prong power cords shall also have a fourteen (14) gauge green copper wire connected from the chassis to the grounded copper buss bar mounted to the equipment rack frame. Under no circumstances shall the prong of a three (3) prong power cord be removed.

- (d) Audio cable shield shall be connected to ground at one point only. Exceptions may be made for phantom powered microphones and some ICM and IFB systems. This ground point shall be at the system ground of the destination device, which shall be strapped to the system ground in the rack. For intra rack wiring this requires the shield to be connected at both ends, but grounded at only one end.
- (e) All video receptacles shall be insulated from the mounting panel, outlet box, or wire way. Unless otherwise detailed, this shall be accomplished by using insulated from panel type receptacles.
- (f) The Contractor shall take care to consider ground references within each device and the grounding factors on site.

B. ARCHITECTURAL INTEGRATION REQUIREMENTS

The following information is provided to clarify critical elements of the AV system integration into the building and to identify specific design intent throughout the Project. Some of the work and conditions described may be wholly or partially the responsibility of others. The Contractor shall be responsible for ensuring that the AV system is fully compatible with the designs, equipment, fabrications, and conditions described.

1. Computer Workstation Integration

The Contractor shall be responsible for providing all miscellaneous material required to provide the complete integration of owner furnished computer equipment with the AV system. With the aim of providing clear and simple user connection of computers to the AV system, the Contractor shall observe the following requirements:

- a. The Contractor shall securely attach any applicable interface electronics in a position that provides easy access for connection of signal cables as well as adjustment and service of the electronics by system maintenance personnel. No loose equipment will be accepted unless specifically directed otherwise.
- b. All computer video connections at the end user positions (e.g., laptop connections) shall utilize standard HDMI.
- c. Where required, the Contractor shall provide all necessary breakout cable(s) to convert the DVI-I output connection to the appropriate input connection at the computer interface, switcher or other designated device.
- d. Computer interface connections shall accommodate audio signal connections with corresponding computer video signals.
- e. Clearly label all connection points and cables.
- f. All power and signal cables shall be neatly dressed with removable tie straps (e.g., Velcro) or other means for securing loose cables when not connected or in use.
- g. The Contractor shall furnish rack-mounting kits, ears, or shelves as required wherever a PC is being mounted within an equipment rack.

2. Equipment Racks

Equipment Racks shall be mounted in the rooms noted above, as specified. The Contractor shall be responsible for coordinating the final location of the racks, ventilation for the credenzas they reside in (if they are being installed within a credenza), and electrical service required with the Electrical Contractor and Audiovisual Consultant. Additionally, the Contractor shall be required to verify and coordinate all AV equipment heat loads with the Mechanical Engineer and Audiovisual Consultant so that the HVAC systems are designed to keep the AV equipment at the manufacturer-specified temperatures.

3. Furniture, Millwork & Cabinetry

Except as identified in this Specification, the Contractor shall notify DISTRICT in writing regarding all millwork modifications required to accommodate installation of audiovisual equipment (including related cabling and connections), it shall be determined by DISTRICT who shall be responsible for making the modifications to the existing Dias and tables. The Contractor shall coordinate with DISTRICT, and millwork contractor any changes and provide drawing sketches as required to ensure that all parties clearly understand the intent of the equipment integration concepts and work required to integrate the equipment provided by the Contractor. This shall include workstation, lectern, Dias, and table locations which are provided by DISTRICT, and shall include, but not be limited to, the installation of cable pass-through, grommets, equipment (e.g., microphone, touch screen, tabletop pop-ups) mounting and location of electrical elements.

C. TESTING ACCEPTANCE PROCEDURES

1. Installation Testing and Adjustment

The Contractor shall perform all tests and adjustments, shall furnish all test equipment necessary and perform all work required to verify performance of the system in accordance with these Specifications and the Contractor's test plan. When these initial tests and adjustments are completed, the Contractor shall notify the Audiovisual Consultant that the systems are in compliance with the Specifications and are ready and complete for Acceptance Tests. The scope of this work includes, but is not limited to the following:

- a. The acceptance testing process shall reference this AV systems RFP for specific system requirements. There are two distinct procedures in the overall acceptance testing process outlined in this section, the Substantial Completion and the Final Acceptance. Often times, punch lists and incomplete work will preclude considering the first review of the systems for final acceptance. With this in mind, and the Substantial Completion acceptance testing is the first step towards acceptance and will give the Audiovisual Consultant and Owner a chance to create punch lists. Typically, Final Acceptance occurs after all punch lists are completed, DISTRICT has had some time to work the systems (after the systems are Substantially Complete), final documentation is given to DISTRICT, and all training is performed.

2. Substantial Completion

Audiovisual System Substantial Completion testing will consist of verifying overall system functionality, internal rack functions, cable dressing, external device functions and terminations, and device operation. The Contractor will demonstrate to the AV consultant the performance and compliance of the AV systems' functionality in accordance with the standards and practices delineated in the Specification documentation.

Note: The AV Consultant will only perform one Substantial Completion site inspection after the Contractor declares that all AV systems are 100% complete, they've submitted their completed Substantial Completion Checklist to the Consultant, and all functionality is ready to be demonstrated to the Consultant.

The following requirements will be considered the basis for establishing Substantial Completion of the Audiovisual Systems.

- a. The Contractor shall provide the as-built equipment list.
- b. The Contractor shall provide redlined design drawings, rack layouts, spreadsheets, and any other relevant and current documentation.
- c. Contractor's Punch List: Provide an internally constructed punch list of known devices, cables, or systems that are incomplete. Audiovisual Consultant and DISTRICT will construct another punch list after the Substantial Completion acceptance testing is performed that is based on the inspection and the Contractor's internally constructed list.
- d. Test, adjust, balance, equalize, and calibrate all equipment (including OFE or OFCI) as required for optimum performance. Establish and tabulate normal settings for all level controls. These settings shall be recorded in the maintenance manual for reference.
- e. Signal and Cable Testing and Documentation: Provide documentation on the point to point testing of all Fiber, CAT6, Audio, Video Inter-Room Cabling, and Building Tie Line cabling provided by the Contractor. The following will be tested for each of the respective category of cable and/or signal types:
 - (1) Audio: continuity, polarity, sound check
 - (2) Speaker: impedance, polarity, proper zoning, buzz & rattle (frequency sweep), sound check, signal quality.
 - (3) Video: signal continuity (where possible), proper routing.
 - (4) Control: continuity & confirmation of control capability between designated control locations and control processors.
 - (5) Fiber: OTDR (Optical Time Domain Reflectometer) testing, spot-check of functionality by the Contractor.
 - (6) Data/Cat6: Bandwidth testing
- f. Quality of Installation: The areas around the racks and consoles should be free of debris and excess wires. Racks, consoles, and equipment should be free from dirt and grease.
- g. Labeling and Terminations: All devices, including floor boxes, racks, termination panels, components, closets, panels, and cables should be terminated and labeled according to the Contractor's engineered plans. Visual spot-checking of wire dressing and terminations will be performed during the Acceptance Testing procedure.
- h. System Functional Completion Requirements
- i. System Technical Performance Completion

Individual sub-system components of the integrated Audiovisual Systems shall meet or exceed the technical performance defined in the Specification. Testing of the performance of these systems is the responsibility of the Contractor and shall include:

- (1) During the acceptance testing procedures, each system will be spot checked to verify systems integration and inter-system operability. For instance, a laptop and/or microphone should be able to be plugged into an interface, and the audio routed to a desired speaker zone.
- (2) The Contractor shall supply any necessary testing equipment for acceptance testing including a continuity checker, laptop computers with software, patch cables, and video test equipment. Also, video signal must be able to be routed, patched and scaled or scan converted.

j. Architectural Integration Completion

The Contractor shall be responsible for ensuring that the Audiovisual Systems are fully compatible with the architectural designs, equipment, fabrications and conditions described in the Specification and fit and finish are acceptable to DISTRICT.

3. Final Acceptance

The following are items that are required for Final Acceptance of the AV systems.

- a. Completion of the Substantial Completion checklist to reflect the resolution of all items that were punched during the Substantial Completion checkout.
- b. Demonstration to the Consultant during a Final Acceptance site-walk that all of the outstanding items from the Substantial Completion site-walk have been resolved.
- c. Final Interface Design of the control system interface screens and software provided to Owner.
- d. Completion of all consultant and owner checklists
- e. All Training performed and operator proficiency demonstrated.
- f. Review of maintenance agreement documentation, contact information, and procedures with DISTRICT.
- g. Final as built Systems Documentation including spreadsheets, software and drawings (in final CAD and PDF format).

D. COMMISSIONING QUALITY CONTROL

1. Bidders shall provide within their bid packages the following Inspection and Commissioning Quality-Control checklists and testing criteria for review and approval. The Contractor must be able to verify and demonstrate for the AV Consultant that the installed AV systems meet or exceed all the performance requirements contained within these lists.
2. Rack Inspection Checklist
3. Testing and Performance Criteria (including calibration tolerances, RTA curves, signal to noise ratios, video-teleconferencing DSP configurations, etc.)
4. Substantial Completion Checklist.
5. Commissioning Checklist

E. TRAINING

1. The Contractor shall provide at least 4 hours of training for Owner's Users and Technical Staff to become proficient in the operation, routine maintenance, troubleshooting and other basic AV system support functions.

2. The Contractor shall submit a proposed training plan and schedule coordinated with DISTRICT's schedule for review and acceptance by client and Audiovisual Consultant. This plan shall identify a proposed training plan for User groups of different technical skill levels and for Technical Staff responsible for operation, support and maintenance of the AV systems.
3. The Contractor shall provide an Operations & Maintenance Manual to trainees for review either at or before their allotted training session. Trainees will be permitted to keep these manuals and annotate them with personal notes from the training session for their future reference.
4. The Contractor shall record (video and audio) at least one full training session and provide two (2) copies in DVD format to Owner, and one (1) copy to the Audiovisual Consultant.

F. WARRANTY

The Contractor shall warrant the AudioVisual Systems as follows:

1. Basic Warranty:

- a. The Contractor shall warrant all AV systems, including all equipment, parts, materials and labor provided, to be free from faults and defects in design and workmanship. This Basic Warranty coverage shall include all custom designed equipment and the overall AV systems installation. Basic Warranty shall be effective for a period of one (2) calendar year from a mutually agreed upon system turn-up date that reflects substantial completion of Contractor's overall scope of work.
- b. If equipment modification by the Contractor voids any manufacturers' warranty, the Contractor shall assume all responsibilities of the required warranty.
- c. Response time for Basic Warranty service work shall be no longer than two (2) business days from the time a request for service is submitted to the Contractor by Owner.

2. Extended and Premium Warranty Options:

- a. The Contractor shall propose to Owner the offer of Extended Warranty coverage for the AV Systems. The Contractor shall list the costs associated with extended warranty coverage for each additional year after the basic warranty expires. Extended Warranty shall include optional warranty services offered by the Contractor and accepted by Owner that extend, expand on and/or complement the Basic Warranty coverage required by this RFP. Any provisions of Extended Warranty coverage shall not release the Contractor from responsibility for performance of all requirements under the Basic Warranty coverage.
- b. The Contractor shall propose to Owner the offer of Premium Warranty coverage for the AV Systems. The Contractor shall list the costs associated with a Premium Warranty that would replace the Basic Warranty Coverage. The Premium Warranty shall be the Basic Warranty coverage as described above, but with a 4-hour technician phone response and next-day on-site service or product replacement (as determined by the availability of the replacement equipment).

VI. AV EQUIPMENT LIST

OFE/ OFCI	Qty	Description	Brand	Model #
Classrooms: D204, D205, D206, D207, D215, D216, D217, D220, D221, D222				
Displays/Screens				
OFCI	1	WXGA Laser & LED Hybrid 3100 lumens Projector	Casio	XJ-UT310WN with YM-80 Option
	1	Interactive Projector Wall Mount (55" Extension)	Chief	WM230AUSI
	1	5'x8' Whiteboard made for video projection	Balt	2G2KJ-25
	2	48"x60" Melamine white marker boards	AARCO	WAC4860
Video Systems				
	1	Eight Input HDCP-Compliant Scaling Presentation Switcher with 100 Watt 70 V Mono Power Amplifier, DTP	Extron	60-1238-53
	1	DTP HDMI 4K 230 Rx DTP Receiver for HDMI	Extron	60-1271-13
	4	HDMI Ultra/6 6' (1.8 m) 4K/UHD Ready	Extron	26-663-06
	1	HDMI Ultra/12 12' (3.6 m) 4K/UHD Ready	Extron	26-663-12
	1	MVGA-A M-M/12 12' (3.6 m) VGA with Audio	Extron	26-566-03
OFCI	1	House PC	Clent Spec	Client Spec
OFCI	1	Blu-Ray Player	Sony	Client Spec
OFCI	1	Document Camera	Elmo	TT-12id
Audio				
	4	Ceiling Recessed Loudspeakers - 70V	JBL	Ctrl-26CT
	1	Microphone Feedback limiter	Shure	DFR22
OFCI	1	Wireless Microphone receiver	Shure	Client Spec
OFCI	1	Wireless Microphone	Shure	Client Spec
Control System				
	1	Power input Network connection Two serial ports Three relay connections Six independent IR outputs or sensor inputs	Global Cache	GC-100-18R
	1	IR Emitter and Shield Kit IR Emitter Kit	Extron	70-283-01
	1	Netgear ProSafe Plus Switch 8-port	Netgear	GS108PE
	1	49ft 15M USB 2.0 A Male to B Male Active Cable	Monoprice	7643
OFE	1	Control System Programming	Utelogy	Software
Rack Equipment				
OFCI	1	Freedom One eLift Lectern and rack	Spectrum	55357-CH-CH-B-S1-02-1-0-0-1-0-0
	1	Split Security Door, 12 RU, Solid	Middle Atlantic	SSDR-12
	1	1 Space rack shelf	Middle Atlantic	U1
	1	3 Space clamping rack shelf	Middle Atlantic	RC3
	1	1 Space Vent	Middle Atlantic	VT1
	7	1 Space Blank	Middle Atlantic	SB1
	1	Rackmount Power, 9 Outlet, 15A, Basic Surge	Middle Atlantic	PD-915R
	1	Custom Rack Plate with single XLR labeled for ALS	Liberty	X1-N

VII. INFORMATION FOR BIDDERS

A. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

B. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, 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 bid 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 bids. **It is the bidder's sole responsibility to ensure that its bid is received at the specified location prior to the bid deadline.** The District shall not be responsible for any delays or issues with mail delivery. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids 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 bids received from prequalified bidders shall be opened and publicly read aloud.

C. 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.

D. 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.

E. Modifications. Changes in or additions to any of the bid 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 bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

F. Erasures, Inconsistent or Illegible Bids. The bid 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 bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

G. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; attend the entire job walk and 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 bid 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-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

H. Withdrawal of Bids. 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 bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, 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 bids.

I. 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 total 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 total amount 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.

J. 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 on or before May 11, 2016 at 5:00PM. 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 bid 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.

K. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal 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 bid on the Project.

L. Award of Contract. The DISTRICT reserves the right to reject any or all bids, 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 bids 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 bids 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.

M. Evidence of Responsibility. Upon request of the DISTRICT, a BIDDER whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the BIDDER'S financial resources, surety and insurance claims experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

N. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project.

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

O. 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 bids 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.

P. 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.

Q. 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 Bids, 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 bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

R. 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.

S. Hold Harmless and Indemnification. Contractor 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, Contractor 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, Contractor 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:

1. 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.
2. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, 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.
3. Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) 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.

Contractor, 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 Contractor'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 Contractor 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").

T. 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.

U. 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.

V. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration. This form is included with the Projects Documents.

W. Prevailing Wage Rates.

1. The Contractor 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 at <http://www.dir.ca.gov/OPRL/PWD/index.htm>. The Contractor 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.

2. 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.

3. 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.

4. 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 Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

X. 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 Contractor 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 Contractor bidding on this Project and all Subcontractors of any tier 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 Contractor 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 at <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors of all tiers providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Contractor 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. Contractor 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 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. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause.

The Contractor and all subcontractors of any tiers 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 Contractor 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 Contractor.

All subcontractors of any tier must be registered with DIR as set forth in Labor Code section 1725.5. If the Contractor names a Subcontractor who is not currently registered with DIR, the Contractor's bid may be rejected as non-responsive unless the Contractor 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 Contractor or Subcontractor can still qualify by paying the applicable penalty). Each Contractor 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. Contractor 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 Contractor 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 Contractor 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.

Y. 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.

Z. Debarment. Submission of a signed bid 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.

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

BB. 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.

CC. W-9 Request for Taxpayer ID Number and Certification. The successful Contractor 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.

VIII. GENERAL CONDITIONS

A. BID SUBMISSION

1. Bids are due back on May 20, 2016 at 2:00 p.m. and shall be returned in a sealed envelope, clearly labeled with the name of the bidder, bid name and bid number to Rancho Santiago Community College District - Purchasing Department, Room 109, located at 2323 N. Broadway, Santa Ana, CA 92706. Bids will not be accepted after the date and time specified. The District is not responsible for late or misdirected bids. Bids received after the date and time will be considered non-responsive and returned unopened. Faxes and emails will not be accepted.
2. Bid form and all other project documents that require signature must be signed by an authorized company representative. An unsigned bid form shall be deemed non-responsive and shall be rejected.
3. Bidders shall provide four (4) sets (one original and three copies) of the bid and must be submitted in a sealed envelope or package and be clearly marked. Do not fax or email bid responses.
4. Place your bid amounts **ONLY** on the Bid form provided. Provide information and answer all questions in sections when required. Fill in all blanks. Any bid that deviates from the format specified herein may, at the District's option, be rejected.

B. MANDATORY JOB WALK

1. All bidders are required to attend the mandatory job walk scheduled for May 6, 2016 at 9:00am. Bidders are to meet at the flagpole by using the Chapman Ave. entrance. Bid proposals will be accepted only from bidders who attended the entire job walk.

C. TENTATIVE SCHEDULE OF EVENTS

1. Below is a timeline showing key procurement dates and information. The District reserves the right to deviate from schedule.

Bid Advertisements	April 27 & May 4, 2016
Bid Release Date	April 27, 2016
Mandatory Job Walk	May 6, 2016 at 9:00am
Last Day to Submit Questions	May 11, 2016 at 5:00pm
Last Day of Issuance of Addendum	May 13, 2016
Bid Due Date	May 20, 2016 at 2:00pm
Bid Evaluation Period	May 20, 2016 - May 24, 2016
Bid Award/ Board Approval	June 13, 2016
Award letter	June 14, 2016
Deliver OFCI Equipment to Vendor	TBD
Complete AV System Integration and Commissioning	Friday, August 5, 2016

D. CLARIFICATION/COMMUNICATIONS

1. Questions regarding the bid, or the intent thereof, or any discrepancies, omissions or inconsistencies in the contract documents shall be submitted in writing via fax, email, US mail, or private courier service to:

Laura Bennett
Rancho Santiago Community College District
2323 N. Broadway, Room 109
Santa Ana, CA 92706
Phone: (714) 480-7374
Fax: (714) 796-3907
bennett_laura@rsccd.edu

E. INTERPRETATIONS, CLARIFICATIONS OR MODIFICATIONS

1. No oral interpretations, clarifications, or modifications to the contract documents are authorized on behalf of the District, and bidders shall not rely upon any such oral interpretation, clarifications, or modification of the bid. The District expressly reserves the right to modify or amend the work or any portion or the bid by Addendum duly issued to all bidders.
2. The District will respond in writing to inquiries submitted in the conformity with the foregoing. Inquiries must be received by **May 11, 2016 at 5:00pm**. The District will not respond to inquiries submitted after this time.
3. Failure to provide such questions before this 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 bid award.

F. BID STRUCTURE

1. To expedite and simplify the bid evaluation and to ensure each bid receives the same orderly review; all bids shall adhere to the format provided. Bids shall contain all elements of the information without exception. Place your amounts only on the form provided. To do otherwise may result in your bid being non-responsive.

G. BID DOCUMENTS

1. The following bid documents must be included in your proposal:
 - a. Bid Form (Exhibit "A")
 - b. Information Required of Bidder (Exhibit "C")
 - c. Designation of Subcontractors (Exhibit "D")
 - d. Verification of Contractor and Subcontractors' DIR Registration (Exhibit "E")
 - e. Non-Collusion Declaration (Exhibit "G")
 - f. Bid Bond Form or Bid Guarantee Form (Exhibit "I" or "J")
 - g. 508 Compliance Document Product Accessibility Template, VPAT (See page 31, item M.)
2. After the bid award, the successful bidder shall execute and return to the District within (5) business days after the notification of the award, the following bid documents:
 - a. Agreement (Exhibit "B")
 - b. Workers' Compensation Insurance Certificate (Exhibit "F")
 - c. Certificate(s) of Insurance (See District Insurance Requirements)
 - d. Drug-Free Workplace Certification (Exhibit "H")
 - e. Business Enterprises (Exhibit "K")

- f. Payment Bond (Exhibit “L”)
- g. Performance Bond (Exhibit “M”)
- h. W-9 Form

H. TERMINATION FOR CAUSE OR NONAPPROPRIATION

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

I. SPECIFICATIONS/SUBSTITUTIONS

1. 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.

2. 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**.

3. 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.

4. 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.

J. DISTRICT RIGHTS

1. The Board of Trustees will make its award on this bid 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.

2. The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, to decrease or increase quantities or to delete items entirely, or to award in any combination; or to waive any irregularities or informalities in the bids or in the bidding whichever is in the best interest of the District.

K. BIDDER RESPONSIBILITIES

1. Bidders are solely responsible for timely submission of bids and that are responsive to the bid instructions. The bidder is responsible for returning all documents required by the bid. All information required in the bid shall be completely and accurately provided. Bids shall not contain interlineations, erasures, or other corrections unless the same are suitably authenticated by initials of the individual(s) executing the bid on behalf of the bidder. Ambiguities or inconsistencies in a bid may result in rejection for non-responsiveness. Faxed or e-mailed copies of the bid will not be accepted.

2. No oral interpretations, clarifications or modifications to the contract documents are authorized on behalf of the District, and bidders shall not rely upon any such oral interpretation, clarification, or modification of the bid. The District expressly reserves the right to modify or amend the project of the bid by addendum duly issued to all bidders.

L. CALIFORNIA LAW/GOVERNING CODES

1. Any agreement or contract resulting from this bid 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.

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.

M. 508 COMPLIANCE REGULATIONS

1. Bidder hereby warrants that the products or services to be provided under this agreement will 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 36 Code of Federal Regulations part 1194, and similar Applicable Laws, and all guidelines and interpretations issued pursuant thereto, prior to the time they are to be delivered or used by the District. Bidder agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services that are brought to its attention. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

N. BIDDING CONDITIONS/EVALUATION PROCESS

1. The Board of Trustees will award this bid to a single bidder according to the best interest of the District, and their decision, as to whether or not the items submitted are equal to items specified, will be final. The Board of Trustees, as represented by an Evaluation Committee shall be the sole judge as to whether such deviations are, in fact, substantially equal to those set forth herein. The District reserves the sole right to evaluate the bidder's compliance with the bid requirements and the product specifications for the purpose of selecting the successful bidder. The evaluation will be based upon the

proposed audio-visual equipment and installation meeting the requirements of the District. Bids will be evaluated on their material content and responsiveness to the requirements of the bid and the quality of the equipment offered. The Evaluation Committee may require the bidder to demonstrate alternate equipment or materials submitted. All expenses incurred will be at the bidder's expense. Failure to provide the requested demonstration may deem the bid non-responsive. Each bid shall be good for ninety (90) calendar days from the date of the bid opening.

IX. 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:

A. 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.

B. 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.**

C. Automobile 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.**

D. 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.**

E. 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

F. 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.

BID FORM

Name of Bidder: _____

To: Rancho Santiago Community College District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Bid Guarantee, Payment Bond and Performance Bond, Business Enterprises, Designation of Subcontractors, Information Required of Bidder, Verification of Contractor and Subcontractor's DIR Registration, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, District Insurance requirements, General Condition/Specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Audio-Video Integration Services

Project No.: Bid #1292

all in strict conformity with the Project Documents, including ADDENDUM "___", ADDENDUM "___", ADDENDUM "___", ADDENDUM "___" for the sum of _____ Dollars (\$ _____)

Each individual bid term shall be determined from visiting the work site, reviewing the drawings, and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids 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 on any combination or to waive any irregularities or informalities in any bids or in the bidding process whichever is in the best interest of the DISTRICT. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, W-9 Certification, Payment Bond, and Performance Bond 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 that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on the date specified in the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, Class C-7, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed will render the bidder automatically nonresponsive.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

Joint Venturer Name: _____

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Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to ***If an individual:*** _____

Joint Venture: _____ (Name)

Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

BID FORM PRICING SHEET

Qty	U/M	Description	Brand	Model #	Unit Price	Extension	Sub-System Total
Classrooms: D204, D205, D206, D207, D215, D216, D217, D220, D221, D222							
Displays/Screens							
10	Ea	Interactive Projector Wall Mount (55" Extension)	Chief or equal	WM230AUSI	\$ -	\$ -	
10	Ea	5'x8' Whiteboard made for video projection	Balt or equal	2G2KJ-25	\$ -	\$ -	
20	Ea	48"x60" Melamine white marker boards	AARCO or equal	WAC4860	\$ -	\$ -	
						\$ -	
							\$ -
Video Systems							
10	Ea	Eight Input HDCP-Compliant Scaling Presentation Switcher with 100 Watt 70 V Mono Power Amplifier, DTP	Extron or equal	60-1238-53	\$ -	\$ -	
10	Ea	DTP HDMI 4K 230 Rx DTP Receiver for HDMI	Extron or equal	60-1271-13	\$ -	\$ -	
40	Ea	HDMI Ultra/6 6' (1.8 m) 4K/UHD Ready	Extron or equal	26-663-06	\$ -	\$ -	
10	Ea	HDMI Ultra/12 12' (3.6 m) 4K/UHD Ready	Extron or equal	26-663-12	\$ -	\$ -	
10	Ea	MVGA-A M-M/12 12' (3.6 m) VGA with Audio	Extron or equal	26-566-03	\$ -	\$ -	
					\$ -	\$ -	
							\$ -
Audio							
40	Ea	Ceiling Recessed Loudspeakers - 70V	JBL or equal	Ctrl-26CT	\$ -	\$ -	
10	Ea	Microphone Feedback limiter	Shure or equal	DFR22	\$ -	\$ -	
					\$ -	\$ -	
							\$ -
Control System							
10	Ea	Power input Network connection Two serial ports Three relay connections Six independent IR outputs or sensor inputs	Global Cache or equal	GC-100-18R	\$ -	\$ -	
10	Ea	IR Emitter and Shield Kit IR Emitter Kit	Extron or equal	70-283-01	\$ -	\$ -	
10	Ea	Netgear ProSafe Plus Switch 8-port	Netgear or equal	GS108PE	\$ -	\$ -	
10	Ea	49ft 15M USB 2.0 A Male to B Male Active Cable	Monoprice or equal	7643	\$ -	\$ -	
					\$ -	\$ -	
							\$ -
Rack Equipment							
10	Ea	Split Security Door, 12 RU, Solid	Middle Atlantic or equal	SSDR-12	\$ -	\$ -	
10	Ea	1 Space rack shelf	Middle Atlantic or equal	U1	\$ -	\$ -	
10	Ea	3 Space clamping rack shelf	Middle Atlantic or equal	RC3	\$ -	\$ -	
10	Ea	1 Space Vent	Middle Atlantic or equal	VT1	\$ -	\$ -	
70	Ea	1 Space Blank	Middle Atlantic or equal	SB1	\$ -	\$ -	
10	Ea	Rackmount Power, 9 Outlet, 15A, Basic Surge	Middle Atlantic or equal	PD-915R	\$ -	\$ -	
10	Ea	Cunstom Rack Plate with single XLR labeled for ALS	Liberty or equal	X1-N	\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
							\$ -

BID FORM PRICING SHEET							
Qty	U/M	Description	Brand	Model #	Unit Price	Extension	Sub-System Total
Additions							
1	Lt	Misc. Material				\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
							\$ -
TOTALS							
					Equipment Grand Total:	\$	-
					CA Sales Tax (8%):	\$	-
					Installation:	\$	-
					Programming:	\$	-
					Testing & Commissioning:	\$	-
					Sub-Contractor Labor:	\$	-
					Grand Total	\$	-

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: **Audio-Video Integration Services.**

WHEREAS, the CONTRACTOR is specially experienced, and competent to provide the **Audio-Video Integration Services**, in accordance with all of the terms, conditions and pricing of the DISTRICT'S Bid #1292.

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 **Audio-Video Integration services** in accordance with the said terms and conditions set forth in the bid documents including but not limited to the Notice Calling For Bids, Information for Bidders, General Conditions, Insurance Certificates, Workers' Compensation Certificate, Bid Form, 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 **August 5, 2016**. 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 Vendor, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Vendor 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 VENDOR 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

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

By: _____
Signature

By: _____

Peter J. Hardash
Vice Chancellor
Business Operations and
Fiscal Services

Print Name

Title

Date

Date

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) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

- (5) DIR (Department of Industrial Relations) Registration No. _____

- (6) Have you ever been licensed under a different name or different license number?
Yes ____ No ____ If "Yes," give name and license number.

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

Name	Title
_____	_____
_____	_____
_____	_____

- (8) Number of years as in this type of business: _____

- (9) Bidder's Service facility is located _____miles traveling distance from Santiago Canyon College site located at 8045 E. Chapman Ave., Orange CA 92869
- (10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm bidding this service. _____ if the answer is "Yes", give dates, names and address of surety and details.
- _____
- _____
- _____
- _____
- (11) Have you or any of your principals been assessed damages for any services in the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If Yes, explain:
- _____
- _____
- _____
- _____
- (12) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public service contract during the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If Yes, provide name of public agency and details of the dispute.
- _____
- _____
- _____
- _____
- (13) Have you or any of your principals ever failed to complete a service contract in the last three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If so, give owner's name and details:
- _____
- _____
- _____
- _____

- (15) 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 so, please elaborate.

- (15) Additional information required:

- (16) List of References – Bidder to provide similar nature preferably in a school/community college/university within the last three (3) consecutive years. DISTRICT has discretion to require more than three references.

a. Name of Organization: _____

Address and Telephone: _____

Contact Person: _____

Title: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

b. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

c. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

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. Executed this _____ day of _____, 20____, at _____, state of _____.
City, County

Signature

Title

Print Name

Date

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 any one 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)

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.)

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

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

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

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 Bid #1292- Audio Video Integration Services.

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]

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.

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.

(c)

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 .

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: Bid #1292 – Audio Video Integration Services (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

FAITHFUL PERFORMANCE BOND

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"), an agreement for the work described as follows: Bid #1292 – Audio Video Integration Services (hereinafter referred to as the "Services"); and

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

WHEREAS, the Principal 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, 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 Principal, 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 services; 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 services or work to be performed thereunder 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 services 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 District. 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 Oblige to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Oblige as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract; or, at Oblige's sole discretion and election, Surety shall obtain proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige of the most qualified proposer, arrange for a contract between such vendor and the Oblige and make available as services are rendered (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. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige under the Contract and any modifications thereto, less the amount previously paid by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract.

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

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for the initial term of the Contract, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect Oblige from loss or damage made evident during the initial term of the Contract, and resulting from or caused by defective materials or faulty workmanship or services, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

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

Principal and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the bond, Principal and Surety shall pay Oblige's 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 Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige 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:

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).

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).

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
<hr/> <hr/> Telephone: <hr/>	<hr/> <hr/> Telephone: <hr/>

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

<p>_____ Notary Public in and for said State</p> <p>Commission expires:_____</p>	<p>(SEAL)</p>
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Faithful Performance Bond