



REQUEST FOR PROPOSAL (RFP#: 2021-1005)

TWO-WAY RADIO COMMUNICATIONS

Deadline for Submittal of Proposals: October 22, 2021

Before 2:00pm

Attention: IT Department

**Chico Unified School District
1163 E. 7th Street
Chico, California 95928**

Quote fees/rates must be guaranteed for one (1) year from date of award.

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Section 1 – Invitation and Facts

Invitation

CHICO Unified School District (known herein as “CUSD” or the “District”), is requesting quotes from qualified vendors for **TWO WAY RADIO COMMUNICATIONS**, in accordance with the instructions, terms and conditions, and requirements/specifications contained in this solicitation. CHICO USD is requesting quotes to provide two-way communication devices, handheld and mobile, and installation as necessary. Proposals shall be based on the specifications provided. However, deviations from specifications shall be permitted if determined to be in the best interest of the District. All such deviations from specifications shall be called out in writing and explained in detail either next to the specifications or in an attachment to the submitted proposal.

District Facts and Statistics

1. CUSD has approximately 12,000 students and employs approximately 1,800 staff at 22 sites.
2. CUSD is a public school district located in Butte County, California.

Scope of Project

Quote shall include the devices and services as specified below

1. Six-Hundred (600) QTY handheld Digital/UHF capable two-way radios
 - a. Motorola SL300 # AAH88QCP9JA2AN
 - b. UHF
 - c. All radios to include display
 - d. 99 Channel
 - e. Compatible UHF antennas for each radio
 - f. Single pocket drop-in charger # QA04770 for each radio
2. Programming
 - a. Programming will be performed by the winning bidder for all radios and repeaters. This includes all radios in the initial purchase under this RFP, as well as any subsequent radios purchased under this RFP.
 - i. All programming will be planned in conjunction with CUSD.
 - ii. Program Plan and programming must meet CUSD standards.
 - iii. Winning bidder shall not hinder CUSD from programming any radio owned by CUSD by withholding information or access, whether through locking or any other means.
 - b. Channel Voice announcement on all radios
 - c. Programming codeplug passwords will be chosen by CUSD
 - d. SIMPLEX SITES
 - i. 2 channels in digital format
 - ii. All will be programmed in Dual Direct Capacity Mode
 - iii. Each site will have unique programming frequencies
 - e. REPEATER SITES
 - i. All Channels will be Digital
 - ii. UHF Mobile Duplexer
 - iii. With duplexer cables

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- iv. Channel 1 will be on Slot 1 of the Repeater
 - v. Channel 2 will be on Slot 2 of the Repeater
 - vi. Channel 3 will be on Simplex and only used for backup
 - vii. RAS Key will be utilized and programmed into radios and repeaters for access.
 - viii. RAS Key will be chosen by CUSD.
- 3. Two (2) QTY digital repeaters to work with UHF capable radios
 - a. UHF SLR5700
 - b. Repeater wall mounts
 - c. Antenna Cable (100ft.) each
 - d. Non-Penetrating Roof Mounts
 - e. DB404 Antennas
 - f. Connectors
 - g. Lightning Arrestors
- 4. Installation of two (2) Repeater and related infrastructure
- 5. FCC License – NEW UHF
 - a. 10-Year license
 - b. New Call Sign
 - c. Fifteen (15) QTY Mobile Only UHF Simplex Frequencies
 - i. Digital (7K60FXE)
 - ii. 4 watts
 - d. Two (2) Repeater Pairs UHF
 - i. Digital (7K60FXE)
 - ii. 50 watt
- 6. Per each pricing for ad hoc purchases after the initial purchase for:
 - a. Motorola SL300 as specified in section 1, items a-f above.
 - b. SLR5700 repeater and infrastructure as specified in section 3, a-g above.
- 7. Pricing for optional Accessories
 - a. ear hooks
 - b. single pocket drop-in chargers # PMLN7109
 - c. six pocket drop-in chargers # PMLN7101
 - d. replacement batteries

Section 2: General Instructions/Quotation Requirements

Quotations Instructions

Completed quote shall be delivered or mailed to the attention of John Vincent 1163 East 7th Street, Chico, CA 95928 **on or before 2:00 p.m. on October 22, 2021**. It is the responsibility of the vendor to ensure that the quote is submitted on time and to the authorized agent. The quote will not be opened until after said date/time. Faxed or emailed documents are not acceptable and will not be received. The CUSD reserves the right to reject any or all quotations and to waive any formality of the quote. Any quote received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the quote will only be accepted if submitted in writing. Questions can be submitted to John Vincent by email: jvincent@chicousd.org. All questions shall be submitted by email before 12:00 noon on October 18, 2021. Email subject line shall be, **"QUESTIONS for RFP#: 2021-1005"**.

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- Provide total price for the initial purchase of radios, repeaters and labor.
- CUSD reserves the right to increase the quantity of the initial purchase. The pricing for any additional units/labor added to the initial purchase shall match the per/unit price quoted for sections 1-5 above.
- Provide line-item cost for material and labor for all radios & equipment
- Timeliness of Order Fulfillment: bidder shall provide, to the best of their knowledge, an accurate timeframe for delivery of parts. Include in response if the parts are currently in bidders' possession or if they need to be ordered from the manufacturer.

Evaluation

This is a negotiated procurement, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award.

CUSD reserves the right to award the Contract(s) to the Proposer(s) offering the best value, and not necessarily to the Proposer(s) offering the lowest price. The district reserves the right to reject any or all bids.

The following criteria and point values will be used in evaluating the Proposals:

- Price/Charges – 40 points
- Vendor's past relationship with the district – 30 points
- Technology Solution – 20 points
- RFP Thoroughness – 10 points

Vendor Requirements

All service providers bidding on this RFP must maintain an office within 225 miles of the district so as to provide a quick response time and support for the district.

All equipment and material must be new. Used, refurbished, or repurposed equipment or material is not acceptable.

The Board of Education reserves the right to reject any and all bids/proposals or any or all items of any bid/proposal.

Winning bidder will work with CUSD Staff to create a plan to meet the needs of the district.

The vendor must meet or exceed minimum qualification requirements.

All submitted proposals must provide, at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

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RFP SCHEDULE

Proposal offered	October 5, 2021
Walk Through	3:00 p.m., October 11, 2021
RFP/BID question deadline	4:00 p.m., October 15, 2021
RFP/BID question response	5:00 p.m., October 18, 2021
Proposal closing	2:00 p.m., October 22, 2021
Selection	After Proposal Closing Date
Award of Proposal	Contingent on District Funding

Walkthrough on October 11, 2021, of the two sites requiring repeaters, is not mandatory but is highly recommended. Add-on costs will not be permitted due to bidders' lack of knowledge of the installation sites. Please meet the CUSD team in front of the main office of Chico High School at stated date/time.

It is the sole responsibility of the bidder to see that the proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

Section 3: General Terms and Conditions

TAXES AND INSURANCE: All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

SIGNATURE: The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.

MODIFICATIONS: Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.

ERROR IN PROPOSAL: Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request for Proposal window is closed and, having done so, no bidder will be permitted to resubmit a proposal.

AWARD OF CONTRACT LIMITATION: No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.

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EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract, shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.

ACCEPTANCE OR REJECTION OF PROPOSALS: The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal.

PREVAILING LAW: In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

BRANDS. When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

SAMPLES. Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

FEDERAL OR STATE REGULATIONS. The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

ASSIGNMENT PROHIBITED. No contract awarded under this proposal shall be assigned without the approval of the Board of Education. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.

PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS. The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.

DELIVERY. All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

INSPECTION OF ITEMS FURNISHED. All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

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INABILITY TO PERFORM. In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:

- a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
- b. The District may cancel the contract or purchase order, entirely or in part.
- c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.

WARRANTY-PRODUCT. Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

EQUAL OPPORTUNITY EMPLOYMENT. Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

CONTACT WITH BOARD OF EDUCATION: No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.

ARBITRATION: All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

BID PROTEST. Any bid protest by any Bidder must be submitted in writing to the District before 5:00 p.m. of the third (3rd) business day following bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the

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outcome of the protest.

- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

RIGHT TO TERMINATE: District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

AVAILABILITY OF FUNDS: The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated, or the scope amended. There shall be no penalty or removal charges incurred by the District.

GOVERNING LAW: In the event of litigation, the quote documents, specification and related matters shall be governed by, and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Butte County.

INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.

ADDENDA OR BULLETINS: Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to vendors for the preparation of their quotes and shall constitute a part of the contract documents. Any addendums to this RFQ will be emailed to the vendor.

EXECUTION OF CONTRACT: Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFQ instructions and conditions shall constitute the contract documents. A Letter of Intent can be made available in the interim.

PIGGYBACK CLAUSE: For the term of the contract and any mutually agreed extensions pursuant to this request for quotes at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

QUOTE EXTENSION: In accordance with Section 39644 of the Education Code, Chico Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

PERMITS AND LICENSES: The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

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Letter of Agreement - RFP 2021-1005

Pursuant to the terms of Chico Unified School District's RFP # 2021-1005 for TWO-WAY RADIO COMMUNICATIONS, (Name of Company) _____'s response to RFP #2021-1005 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 2021-1005 effective the date of issuance of the Chico Unified School District's Purchase Order(s).

(Name of Company) _____ and the Chico Unified School District acknowledge that the Chico Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Chico Unified School District

(Name of Company)

Authorized Representative Signature

Date: _____

Name: Kelly Staley

Title: Superintendent

Address: 1163 East Seventh Street

Chico, CA 95928-5999

Email: KStaley@chicousd.org

Phone: (530) 891-3000

Authorized Representative Signature

Date: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

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Appendix A – List of school sites and address

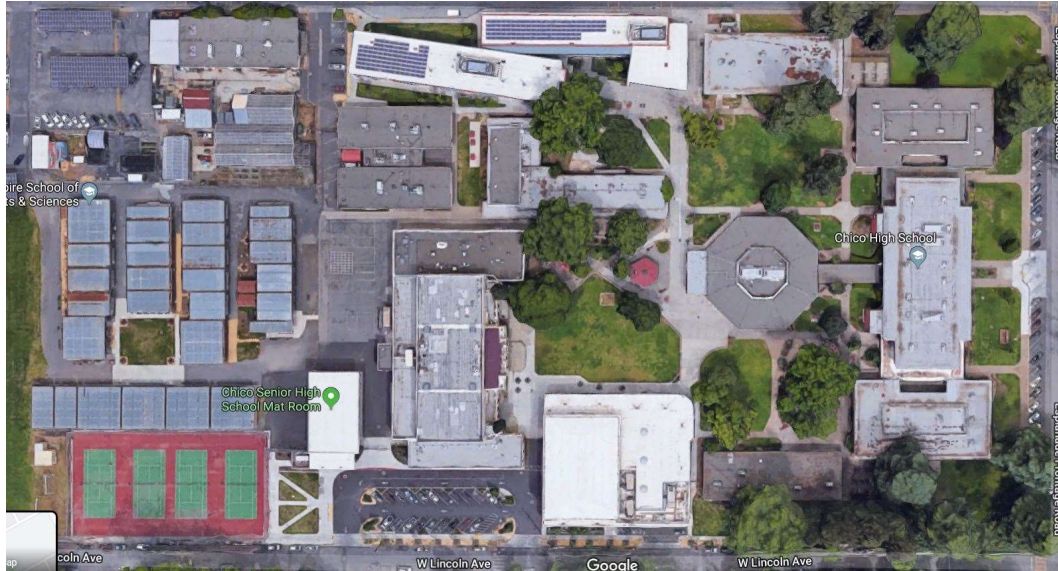
School Name	Address	City, State Zip	Telephone	Entity #
DISTRICT OFFICE	1163 East 7th Street	Chico, CA 95928	(530) 891-3000	16022327
Academy for Change	290 East Avenue	Chico, CA 95926	(530) 891-3092	16040977
Bidwell Junior High	2376 North Avenue	Chico, CA 95926	(530) 891-3080	111988
Center for Alternative Learning	290 East Avenue	Chico, CA 95926	(530) 895-4047	112008
Chapman Elementary	1071 East 16th Street	Chico, CA 95928	(530) 891-3100	112011
Chico High	901 Esplanade	Chico, CA 95926	(530) 891-3026	112000
Chico Junior High	280 Memorial Way	Chico, CA 95926	(530) 891-3066	112001
Citrus Elementary	1350 Citrus Avenue	Chico, CA 95926	(530) 891-3107	111996
Emma Wilson Elementary	1530 West Eighth Avenue	Chico, CA 95926	(530) 891-3297	112002
Fairview High (Continuation)	290 East Avenue	Chico, CA 95926	(530) 891-3092	112009
Hooker Oak Elementary	1238 Arbutus Avenue	Chico, CA 95926	(530) 891-3119	111999
McManus (John A.) Elementary	988 East Avenue	Chico, CA 95926	(530) 891-3128	111986
Little Chico Creek Elementary	2090 Amanda Way	Chico, CA 95926	(530) 891-3285	112003
Loma Vista Elementary	2404 Marigold Avenue	Chico, CA 95973	(530) 879-7400	111990
Marigold Elementary	2446 Marigold Avenue	Chico, CA 95926	(530) 891-3121	111991
Marsh (Harry M.) Junior High	2253 Humboldt Road	Chico, CA 95928	(530) 895-4110	211116
Neal Dow Elementary	1420 Neal Dow Avenue	Chico, CA 95926	(530) 891-3110	111993
Oakdale Elementary	1770 East Eighth Street	Chico, CA 95928	(530) 891-3114	224940
Oakdale Secondary	290 East Avenue	Chico, CA 95926	(530) 891-3092	16070255
Oak Bridge Academy	1950 East 20th St. Street	Chico, CA 95928	(530) 897-8877	Annex
Parkview Elementary	1770 East Eighth Street	Chico, CA 95928	(530) 891-3114	112005
Pleasant Valley High	1475 East Avenue	Chico, CA 95926	(530) 891-3050	111989
Rosedale Elementary	100 Oak Street	Chico, CA 95928	(530) 891-3104	112006
Shasta Elementary	169 Leora Court	Chico, CA 95973	(530) 891-3141	112179
Sierra View Elementary	1598 Hooker Oak Avenue	Chico, CA 95926	(530) 891-3117	111995
Corporation Yard	2455 Carmichael Drive	Chico, CA 95926	(530) 891-3095	16022328

Any other location within the Greater Chico Area designated by the District

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Appendix B – Maps of school sites to receive Repeaters

CHICO HIGH SCHOOL:



PLEASANT VALLEY HIGH SCHOOL:



note: new building construction at Pleasant Valley High School is not represented on this map