

## Introduction/Background

The Madera Unified School District is soliciting requests for proposals to build a high speed, state of the art LTE data communications network to service low socioeconomic students and students in rural locations with no wireline service or unaffordable connectivity.

Over 87% of our student population at MUSD qualify for free/reduced lunch. MUSD is in a rural geographic area where some families do not have internet service available or the only wireless services offered are by high price wireless internet service providers that provide poor quality and inconsistent service.

The service must be capable of providing distance learning and streaming video capabilities to all distance education users while maintaining security of District information Systems and networks. Madera Unified School District is composed of 29 school sites and 6 District Office locations. MUSD desires the service to not only meet current digital application and bandwidth requirements but also future requirements that will allow the enhancement of educational and administrative activities at all sites across Madera Unified School District.

The intent of this document is to define and establish requirements for the service requested. All services must be provided solely by the single vendor. If sub-contractors are used, the vendor shall be responsible for compliance with the terms of this RFP and any subsequent contract.

Madera Unified School District reserves the right to accept or reject any or all submitted proposals.

## PROPOSAL REQUIREMENTS

All submitted proposals must provide, at a minimum, all requested information in this proposal document. **Any portion not included will be cause for elimination from the proposal process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the Proposal requirements. Any portions of the submitted proposal, which are to be treated by Madera Unified School District as proprietary and confidential information, must be clearly marked as such. *Clarity and brevity are considered important in proposal preparation.* Proposers are solely responsible for providing all information in order to permit the District to score the proposal

**Proposals must be organized by the following sections, in the order in which they are listed.**

### 1. Cover Letter

Provide a brief cover letter and highlight any omissions or additions to the package. Include any special notes which may help with the review of Proposer's response.

## **2. Price Proposal**

Provide a fully completed price proposal form that identifies all fees as set forth herein. The District will require an open book policy with the successful Proposer, meaning that all costs to perform the Scope of Work shall be clearly set forth to the District's satisfaction

### **Proposer Qualifications and Experience**

A. Business Description - Provide a brief overall description of Proposer including information on company history, business goals, and expertise. Describe how many years the Proposer has been in business and how many years it has been installing and operating wireless LTE networks.

#### **B. Organization & Resources**

i. List Proposer's full legal name and, if Proposer is a corporation, the state and date on which Proposer was incorporated. Include California business and Contractor's license information.

ii. Provide an organizational chart and key personnel list for this Project, including office locations (include both office and field locations for construction and corrective maintenance). Identify the Project Manager and design lead for the engagement, list their relevant experience, and provide any additional information that demonstrates their suitability for this specific project.

iii. Provide resumes for key personnel that will be directly involved in the project.

iv. State whether there has been any change within the past five years, or if there are any changes pending or anticipated, in the control of Proposer (e.g., change in owners or management personnel, or acquisition or merger with another entity).

C. Subcontractors and Suppliers - Provide a complete list of suppliers and subcontractors that will be used to perform project management, design, engineering, procurement, construction, interconnection and commissioning, and system monitoring activities. Provide licensure information and DIR Registration numbers and information for all subcontractors to be performing work on the project.

### **Approach**

#### **A. Technical Proposal**

I. Scope – Provide confirmation that the Proposer has reviewed and accepted the Scope of Work, and all associated requirements provided in the Technical Specifications. Proposer must identify any and all requests for modification of the proposal. Provide a narrative describing the overall approach to the system design, including the rationale for system sizing and placement, methodology for achieving student connection targets, and how these factors relate to the equipment proposed for the project.

II. Layouts and Drawings – For each cell site, include a preliminary network diagram and general arrangement drawings representing the radio mast, tower, or other raised structure utilized to create a cell in the proposed network.

III. Equipment Specifications and Data Sheets – Provide equipment datasheets, specifications, and manufacturer warranty coverage information of all proposed equipment including monopoles, radios, antennas, racking/support structures, switching equipment, customer premise equipment, core networking equipment, and other equipment installed by proposer.

V. System and Production Monitoring – Provide information on the proposed system monitoring package, its capabilities, and the specific data available on-line. Indicate what can be downloaded and/or exported for analysis in MS Excel, CSV, or via API/SQL.

VI. Operations and Maintenance – Describe Proposer’s capabilities and resources to conduct maintenance activities as needed to ensure expected production is achieved for the duration of the contract term. Describe Proposer’s expected response time to resolve critical failures (e.g., antenna outages). Identify any subcontractors or parties other than the proposer who will be performing the work.

VII. Value Engineering – Provide and quantify any value engineering, cost reduction, and production maximization recommendations resulting from proposed changes to the RFP requirements (e.g., changes to system locations). Proposers are encouraged to optimize their design by balancing installation costs and production gains. Any value engineering proposal shall be submitted as an alternate and all Proposers are required to submit a compliant Base Proposal.

IX. Performance Guarantee – Proposer shall include in this section of their proposal their proposed Performance Guarantee. The Guarantee shall comply with the requirements of this RFP and address, at a minimum, the following elements: number of CPE devices supported by the proposed network, service degradation expected as the number of CPE devices increase to specific thresholds and distances, and the capability of the proposed network to increase the number of CPE devices through the installation of additional equipment.

## **B. Implementation Approach**

I. Implementation – Provide a narrative addressing how Proposer will execute the work required to complete the project. The implementation approach shall, at a minimum, address design, permitting, construction, interconnection, management of scope, schedule, cost, quality, human resources and staffing, communications, and anticipated project risks. Provide CPM project schedule and identify the critical path. A PDF copy of the schedule should be included in the proposal document.

II. Testing – Describe how Proposer will approach this phase of the project and identify the testing and commissioning procedures and coordination efforts to be conducted by Proposer. The testing approach shall meet the requirements indicated in the Technical Specifications. A test plan from a previous similar project executed by Proposer will also be acceptable.

III. Operations and Maintenance (O&M) – Describe Proposer’s approach to providing O&M services and how the requirements of the RFP will be met or exceeded. Provide sample maintenance reports and descriptions and/or samples of any other information that would be available to MUSD throughout the agreement term that enables them to manage asset performance and Proposer’s performance of the work.

The District is seeking to provide coverage to the areas shown on attached Exhibit 1A map. Vendor may consider proposing the following optional alternate(s) as part of their solution where vendor deems appropriate.

- *Alternate 1 – Value Engineering.* Provide and quantify any value engineering, cost reduction, and increased network coverage/increased bandwidth/increased students serviced from proposed changes to the RFP requirements.
- *Alternate 2 – Leased Tower Options.* Provide and quantify any cost reductions up-front or ongoing from proposed changes to the RFP requirements.

The Madera Unified School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the requests for information, contained in this section. The intent of Madera Unified School District is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated on the material and substantiation evidence presented in the proposal and not on the basis of what is inferred.

The contract will provide for the installation, support and maintenance of LTE products by the vendor to provide a secure, private and dedicated network for distance learning needs of the Madera Unified School District.

The vendor is responsible to obtain all necessary right of ways necessary to this project and be responsible for any and all costs related to permits, construction, easements and other costs in providing an LTE solution for the District.

The vendor shall identify and list all intended subcontracts to be used for the project. The selected vendor shall be responsible to MUSD for all work performed either by its own personnel or its subcontractors.

The vendor shall include the installation (one time) costs and monthly (recurring) costs. The costs shall be itemized as set forth on the District's proposal form

A minimum of one (1), three (3) and five (5) year service contract shall be provided. Future contracted and/or renewals will be at the discretion of MUSD

## 5. Insurance

Attach a letter from Proposer's insurance company indicating the ability to provide the following insurance schedule:

1. Acceptable limits of coverage which are \$1,000,000 per occurrence and \$2,000,00 aggregate for commercial general liability coverage.
2. Error and omission insurance with limits of at least \$1,000,000.
3. Workers compensation insurance as required by California law.
4. Endorsement amending the policy listing the District, its officers, board members, employees and volunteers as "additional insured)
5. "primary, non-contributory" endorsement, amending policy making user/contractors insurance primary and the District's insurance non-contributory.
6. "Waiver of Subrogation" endorsement for General liability and Workers' Compensation, preventing user/contractor insurance company from pursuing claims against the District.

## 6. Certifications and Acknowledgements

The following should be included in the proposal in the order listed:

- PRIME POINT OF CONTACT
- PROPOSAL SIGNATURE PAGE FORM
- ASBESTOS-FREE MATERIALS CERTIFICATION
- RECYCLED CONTENT CERTIFICATION
- CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS
- DRUG-FREE WORKPLACE CERTIFICATION
- ALCOHOLIC BEVERAGE and TOBACCO FREE POLICY
- PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
- NON-COLLUSION DECLARATION
- IRAN CONTRACTING ACT CERTIFICATION
- CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

## PROPOSAL EVALUATION

Proposal evaluation process will be handled by a preselected committee consisting of:

- Deputy Superintendent
- Director of Purchasing
- Director of Information Technology
- Director of Facilities
- District Construction Manager
- District E-rate Consultant

Proposer to provide one (1) original and three (5) copies of their proposals

### Format of Responses

Responses to this RFP must be organized, comprehensive and tailored to this RFP using the structure and referenced forms in Proposal Requirements.

### Evaluation and Selection Process

MUSD may choose to interview Proposers who respond to this RFP and to ask for additional information, either as part of the interview process, requesting Best and Final Offers, or written clarification. Interviews, if held, will be confirmed after the initial evaluation of proposals. The exact date, time and location will be determined at a later date.

Based on number of proposals received, MUSD may identify a shortlist by establishing a competitive range based on the economics of each proposal prior to conducting a more in-depth review and evaluation of proposals.

## **Evaluation Criteria**

MUSD will evaluate the responses from Proposers based on the following criteria, with the relative weighting indicated (out of a total possible 100 points):

A. Qualifications and Experience – including prime contractor, subcontractors, and specific personnel proposed for the project, as well as client references. MUSD has an interest in supporting local participating in the project and additional consideration will be given to Proposers using local labor or contractors. (30 points)

B. Approach – the technical solution, equipment and systems proposed, implementation approach, project management approach, and Project plan. (30 points)

C. Economics – upfront and ongoing costs of the project over 5 years as identified in the proposal form. The score will be calculated as a weighted ranking from the lowest cost proposal – which will receive 40 points. All other proposals will receive a percentage of points based on the difference between the proposed cost and the cost of the lowest proposal. (40 points) THIS SHOULD BE OUTLINED IN THE PROPOSAL FORM

## **SCOPE OF WORK – Technical Specifications**

1. The Madera Unified School District Office Data Center is to serve as the central point for the network. All MUSD remote devices shall connect back to Madera Unified School District Office Data Center through a secure connection.
2. The vendor shall deliver an LTE network that provides a bandwidth of approximately 25 MBps down and 3 - 5 MBps up from each user equipment device capable of streaming services to the Madera Unified School District Data Center 24 hours a day, 7 days a week with the capability for MUSD to implement data usage restrictions or data capacity throttling as needed.
3. The vendor shall deliver a solution that utilizes MUSD owned EBS (Educational Broadband Spectrum) spectrum. If the vendor determines MUSD owned EBS spectrum is not viable – they may offer alternatives such as CBRS (Citizens Broadband Radio Spectrum). MUSD prefers to utilize EBS spectrum if possible.
4. It will be the responsibility of the vendor to insure that spectrum will be available to utilize and meet the intended needs of this project for utilization by students.

5. The vendor shall deliver a solution that can provide a reliable LTE connection between 4.5 to 8 miles from each equipment location (monopoles or towers as examples).
6. The District requires antennas that have licensed frequency or multiple license frequencies that cannot be interrupted by public Wi-Fi frequency ranges.
7. The vendor shall deliver a solution that can support a minimum of 1,500 students living in areas without wireline service. The proposed solution must be capable of scaling service up to a maximum of 30,000 students throughout the County of Madera.
8. The vendor shall provide a table that clearly identifies the number of CPE devices supported by the proposed network, service degradation expected as the number of CPE devices increase to specific numbers, and the capability of the proposed network to increase the number of CPE devices through the installation of additional equipment.
9. The vendor shall provide a table that clearly identifies additional infrastructure requirements and cost of equipment to expand the solution beyond the initial proposal – if required. (examples – additional switching equipment, antenna & radio, additional monopoles at other locations)
10. End user equipment will be installed and supported by service provider. All end user equipment will be required to be installed in a location to provide optimal speeds and connectivity. All end user equipment will be installed in a manner to minimize the need for home penetration or modifications.
11. The vendor must provide a managed, secure, fully routed IP LTE network to connect all remote education devices. Vendor to include a design and description of the network design that includes information on how the vendor intends to effectively segregate traffic from sensitive parts of the District network.
12. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. The vendor shall provide a turn-key installation of any LTE electronics and associated management software required to implement the services.
13. Management software shall include the ability for MUSD to view and extract performance and utilization reports ad hoc via a web interface or in an automated fashion such as API, SQL, or CSV file.
14. The vendor must provide monitoring of all infrastructure components and node locations for the entire network. The monitoring must be available 24 hours a day, 7 days a week.
15. The vendor must clearly state and describe the included scheduled maintenance program for the solution.

16. The vendor must provide a toll-free number and email address for use by MUSD for reporting and obtaining problem resolutions. Network outage resolution shall be coordinated with MUSD Information Technology staff based on the proposed support escalation table.
17. The vendor must clearly state policies and procedures the vendor will use for interfacing with MUSD in the event of a major failure.
18. The LTE network shall be capable of carrying multiple data services with an emphasis on high quality two-way digital streaming for applications such as Zoom or Google Meet, one-way streaming for apps such as YouTube, and the utilization of digital education platforms such as Clever, McGraw Hill, Pearson, TCI, etc.
19. All equipment including but not limited to towers, radios, antennas, racks, router, switching equipment, cabling and patch cables, enclosures, customer premise equipment, and connectors necessary to provide this connectivity shall be provided by the vendor.
20. End user hardware and installation cost must be included in the pricing (including all design, engineering, permitting, delivery, testing, fees and fines)
21. It will be the responsibility of the vendor to engineer, monitor, support, and resolve any issues related to problems with Wi-Fi or LTE frequency, interruption, overloading of towers, and any other potential problems that could affect the speed and connectivity of the wireless infrastructure.
22. LTE equipment connectivity to the MUSD network at each location may utilize existing MUSD equipment in each location's MDF. Vendor is responsible for determining if equipment in each location is sufficient for the scope of the project and will provide new equipment where necessary. District standard for switching equipment is Aruba 5400, 6400, or 8300 series switches.
23. Vendor is responsible for any configuration changes or programming required on MUSD network equipment for implementation of the project.
24. Vendor will also specify all electrical requirements for each site.
25. All vendor equipment installed shall be under repair maintenance at no cost to MUSD for the life of the contract.
26. Vendors shall provide an installation and delivery schedule.

## PERFORMANCE GUARANTEE

1. A performance guarantee shall be required between the vendor and the Madera Unified School District. The purpose of this guarantee is to ensure that adequate and timely services are



delivered to MUSD. The vendor shall provide maximum uptime and a fully routed network and streaming quality bandwidth to users for educational purposes.

2. The vendor will clearly state policies and procedures the vendor will follow for guaranteeing that required bandwidth for students is met including but not limited to providing a copy of the vendors Service Level Agreement for network outages indicating initial response and resolution time for different levels of incidents. This will include the vendors guaranteed timeline when on-site services is required and an escalation contact list.

3. If the vendor repeatedly fails to meet performance specifications or provide such support services, MUSD can request the termination of the contract with written notice. After written notice has been given, the vendor will have 14 days to correct the situation. Failure of the vendor to correct the situation will be just cause to terminate the contract.

## **TERMS AND CONDITIONS**

1. The successful Response to this RFP and any MUSD generated Amendments to this RFP shall all become an integral part of any Proposer / MUSD contract resulting from this RFP.

2. Any contract reached with the vendor will supersede any existing contract(s) with the vendor for services covered under the contract.

3. MUSD is requiring a turn-key installation of an LTE network and associated management software required to implement the services contemplated by this RFP. Proposer shall acquire and provide all rights of way (height restrictions or otherwise), labor, equipment, materials, permits, California DSA submittals and approvals, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any contract resulting from this RFP. Proposer MUST include in its price, all design, engineering, permit, delivery, installation, testing, taxes, warranty costs, fees and fines associated with the proposed Services and Systems.

4. Vendor will also be required to support all upgrades to maintain current infrastructure hardware and software for the life of the contract to support the bandwidth needed to provide distance learning instruction.

5. Proposer guarantees that all contracted work shall be managed by a qualified and designated Proposer project manager, who shall:

- a. Attend all scheduled project status meetings.
- b. Be available to MUSD at all reasonable times and respond to MUSD's questions, problems and/or concerns in timely manner.
- c. Be on-site at scheduled times to inspect work progress.
- d. Be on-site during critical phases of work, including systems testing and cutover.
- e. Provide name and phone numbers (office and cellular) prior to any on-site work under the Contract.
- f. Be Proposer's single-point-of-contact to MUSD.

- g. Have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
- h. Be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.

6. Proposer agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company and systems vendors on behalf of MUSD during the implementation period.

7. All installation, warranty, and post-warranty maintenance of the LTE network from this RFP shall be performed by fully qualified, proposer-employed personnel unless otherwise stipulated by mutual agreement in the finalized contract. Proposer shall not contract for or permit any subcontract work to be performed without prior written authorization of MUSD. The selection of subcontractors must be acceptable to MUSD. Every subcontractor performing work on the Project or Services on behalf of Proposer shall be bound by the conditions and provisions of the contract as applicable to its work. Nothing contained in any Proposer/ MUSD contract shall create any contractual relations between the subcontractor and MUSD. Proposer shall be fully responsible to MUSD for the acts and omissions of its subcontractors.

8. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful Proposer agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful Proposer agrees to require like compliance by any subcontractors employed on the work by him.

9. Each Proposer is responsible at its own expense for fully acquainting itself with the conditions of the Project sites, as well as those relating to the construction and labor of the Scope of Work, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. Proposals will not be accepted from any bidder who did not attend the mandatory job walk. Proposers will be required to sign the attendance sheet at the mandatory job walk. Only Proposers attending the job walk and signing in will receive any addenda that are issued.

10. Discrepancies in, and/or omissions in the RFP, or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District via Susan Harautuneian. Such submission, if any, must be sent Susan Harautuneian by emailing to [susanharautuneian@maderausd.org](mailto:susanharautuneian@maderausd.org). Questions received after May 25, 2021 @10:01 a.m. may not be answered.

11. This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work. The District

reserves the right to waive any irregularities in the proposals received pursuant to this RFP, or in the process outlined herein for selection of a vendor for the Project.

12. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

13. Costs of preparing a proposal in response to this RFP are solely the responsibility of the responding Proposer.

## **EXISTING NETWORK DESCRIPTION**

The Madera Unified School District consists of 29 school sites, 1 District Office, and 5 District Office facilities serving approximately 21,000 students. School and District Office facilities are connected to the District Office via an ASE - On Demand Ethernet Network. Internet access is provided via the Madera County Superintendent of Schools via an ASE – On Demand Ethernet connection to the Madera Unified District Office.

Madera Unified maintains a LAN network at each school site and facility that includes a fiber optic backbone connecting Intermediate Distribution Frames (IDF) to a centrally located Main Distribution Frame (MDF).

Aruba managed switches using fiber SFP with LC connectors to a fiber patch panel are used at each site to connect various network components and perform routing.

All school sites and facilities currently connect through fiber to an AT&T ASE – On Demand Ethernet Network at speeds ranging from 1Gbps to 10Gbps. All sites are then connected to the District Office via a single aggregate connection of 10Gbps. Madera Unified School District Office is the central location for a hub and spoke designed WAN

## **Current Environment**

### **Madera Unified School District - District Office**

One 10Gbps aggregate fiber LC connection connects the school and facility sites to the District Office. This fiber connection terminates in the District Office MDF and connects to a Cisco C9606R switch. All of the schools in the District are connected to the District Office by means of this 10Gbps fiber aggregate LC fiber to the Service Provider's Network Operation Center. Another 10Gbps fiber is used to provide a connection to Madera County Superintendent of Schools (MCSOS) for internet access.

The Cisco C9606R switch acts as the core WAN router.

1902 Howard Rd  
Madera CA 93637

### **MUSD Raincreek Office**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: HPE 2920  
2401 W. Almond Avenue  
Madera, CA 93637

**MUSD Warehouse**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: HPE 2920  
1205 S. Madera Ave.  
Madera, CA 93637

**Transportation Department**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: HPE 2920  
1200 Gill Avenue  
Madera, CA 93637

**Child Nutrition Office (same circuit as Transportation)**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: HPE 2920  
769 S. Pine Street  
Madera, CA 93637

**MUSD Price's Office**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 5406Rzl2  
1820 Howard Road  
Madera, CA 93637

**Adams Elementary School**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 5406Rzl2  
1822 National Avenue  
Madera, CA 93637

**Alpha Elementary School**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 5406Rzl2  
900 Stadium Rd  
Madera CA 93637

**Berenda Elementary**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 5406Rzl2  
26820 Club Drive

Madera, CA 93638

**Chavez Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

2600 E. Pecan Avenue

Madera, CA 93638

**Dixieland School**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

18440 Road 19

Madera, CA 93637

**Eastin-Arcola School**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

29551 Avenue 8

Madera, CA 93637

**Howard School**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

13878 Road 21 ½

Madera, CA 93637

**La Vina School**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

8594 Road 23

Madera, CA 93637

**Lincoln Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

650 Liberty Lane

Madera, CA 93637

**Madison Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

109 Stadium Road

Madera, CA 93637

**Millview Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

1609 Clinton Street

Madera, CA 93638

**Monroe Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

1819 N. Lake Street

Madera, CA 93638

**Nishimoto Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

26460 Martin Street

Madera, CA 93638

**Parkwood Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

1150 E. Pecan Avenue

Madera, CA 93637

**Pershing Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

1505 E. Ellis Street

Madera, CA 93638

**Sierra Vista Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

917 E. Olive Avenue

Madera, CA 93638

**Virginia Lee Rosa Elementary**

Available Bandwidth: 250Mbps

MDF Switching Equipment: Aruba 5406Rzl2

1001 Lilly Street

Madera, CA 93638

**Washington Elementary**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 5406Rz12  
509 E. South Street  
Madera, CA 93638

**Desmond Middle School**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: Aruba 5406Rz12  
26490 Martin Street  
Madera, CA 93638

**MLK Middle School**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: HPE 5406zl  
601 Lilly Street  
Madera, CA 93638

**Thomas Jefferson Middle School**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: HPE 5406zl  
1407 Sunset Avenue  
Madera, CA 93637

**Madera Technical Exploration Center**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: Aruba CX 6410  
955 Lilly Street  
Madera, CA 93638

**Madera High School**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: HPE 5406zl  
200 S. "L" Street  
Madera, CA 93637

**Madera South High School**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: HPE 5406zl  
705 W. Pecan Avenue  
Madera, CA 93637

**Matilda Torres High School**

Available Bandwidth: 1Gbps  
MDF Switching Equipment: Aruba 8320  
16645 Road 26  
Madera, CA 93638

**Adult Education**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 5406Rzl2  
2037 W. Cleveland Avenue  
Madera, CA 93637

**Furman High School**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: HPE 5406zl  
955 W. Pecan Avenue  
Madera, CA 93637

**Mt Vista High School**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: HPE 5406zl  
1901 Clinton Street  
Madera, CA 93638

**Pre-School Main Office**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: HPE 2920  
1816 Howard Road  
Madera, CA 93637

**Ripperdan Community Day School**

Available Bandwidth: 250Mbps  
MDF Switching Equipment: Aruba 2920  
26133 Avenue 7  
Madera, CA 93637



DOCUMENT 00200  
**PRIME POINT OF CONTACT**

**RFP No.020521-Madera USD-Install and Operate Turn-Key Private LTE Network**

*Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the vendor's proposed offerings.*

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature  
Code

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Print Name  
Fax Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

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**PROPOSAL SIGNATURE PAGE FORM**

**RFP No.020521-Madera USD-Install and Operate Turn-Key Private LTE Network**

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed RFP No.020521 submitted herewith and agree to provide a wireless broadband solution consistent with the terms of the RFP at the prices identified in the response to the RFP. "I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct." To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Area Code / Telephone Number

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Area Code / Fax Number

\_\_\_\_\_  
Name of Company as Licensed

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor License No. / Class / Exp.Date

\_\_\_\_\_  
City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.\_\_\_\_ Date\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_

DOCUMENT 00400  
**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code 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 Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**DOCUMENT 00450**

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Project"), and submitted it to the Madera Unified  
School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_  
(hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for  
the Project, no material furnished, installed or incorporated into the Project will contain, or in  
itself be composed of, any materials listed by the federal or state EPA or federal or state health  
agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing  
equipment is settled by electron microscopy; the cost of any such tests shall be paid by the  
Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or  
material installed with asbestos-containing equipment, will be immediately rejected and this  
work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-  
containing equipment shall be done only under supervision of a qualified consultant,  
knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection  
Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified  
in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who  
shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or  
the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed  
acceptable by the Asbestos Consultant.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature Print Name

**ASBESTOS-FREE MATERIALS CERTIFICATION**

**DOCUMENT 00460**

**RECYCLED CONTENT CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_ (hereinafter referred to as the "Project"), and submitted it to the Madera Unified School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Sections 12205 and 22152, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code Section 12209. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Section 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

\_\_\_\_\_ % Post consumer Material \_\_\_\_\_ % Secondary Material.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 at \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**RECYCLED CONTENT CERTIFICATION**

-22-

RFP No.020521- Madera USD-Private LTE Network Design and Build

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

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**CONTRACTOR CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_ 20\_\_ by and between Madera Unified School District ("District") and \_\_\_\_\_ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

---

**~~CONTRACTOR EXEMPTION~~**

~~Pursuant to Education Code sections 45125.1 and 45125.2, the Madera Unified School District ("District") has determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_, 20\_\_ by and between the District and Contractor ("Contract") because:~~

~~The Contractor's employees will have limited contact with District students during the course of the Contract;~~

~~Emergency or exceptional circumstances exist; or~~

~~With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.~~

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

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**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

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### SUBCONTRACTOR'S CERTIFICATION

**(For each subcontractor who will perform work on the Project, this form shall be submitted after the award of Contract, prior to the commencement of work.)**

The Madera Unified School District ("District") entered into a Contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor's Representative

\_\_\_\_\_  
Date

---

### SUBCONTRACTOR'S EXEMPTION

~~The Madera Unified School District ("District") entered into a Contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:~~

~~The Subcontractor's employees will have limited contact with District students during the course of the Contract;~~

~~Emergency or exceptional circumstances exist; or~~

~~—With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.~~

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

## CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS



## DOCUMENT 00480

### DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Madera Unified School District (hereinafter referred to as the "District") and

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\_\_\_\_\_ (hereinafter referred to as the "Contractor") for the \_\_\_\_\_ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service 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 or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant 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 their 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; and
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 or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**DRUG-FREE WORKPLACE CERTIFICATION**

**DOCUMENT 00482**

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Signature \_\_\_\_\_

**DOCUMENT 00485**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

- (1) Bidder shall maintain a current DIR registration for the duration of the project.
- (2) Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- (3) Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DOCUMENT 00490**

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_(Title) of \_\_\_\_\_(Firm), 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).

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Date:\_\_\_\_\_

**NON-COLLUSION DECLARATION**

**DOCUMENT 00499**  
**Notary Acknowledgment**  
**(sample form)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)                      ☐ Limited  
   ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator

☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**DOCUMENT 00495**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**(TO BE EXECUTED AND SUBMITTED WITH BID)**  
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect t a contract for goods or services of one million dollars (\$1,000,000) or ore to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203

Company Name/Financial Institution (printed)

Federal ID Number (or n/a)

---

By (Authorized Signature)

---

Printed Name & Title of Person Signing

---

Date Executed

Executed in the County of \_\_\_\_\_ in

---

The State of \_\_\_\_\_

**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to

be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)

Federal ID Number (or n/a)

---

By (Authorized Signature)

---

Printed Name & Title of Person Signing

Date Executed

---



DOCUMENT 00600

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Madera Unified School District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well 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 the Contractor, his or its 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 the Contract Documents and any alteration thereof made as therein provided, on its 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of

Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

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

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

**DOCUMENT 00499**  
**Notary Acknowledgment**  
**(sample form)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)                      ☐ Limited  
   ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**DOCUMENT 00610**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the Madera Unified School District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_  
(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, 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 therefore, nor by any change or modification of any terms of payment or extension` of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

(Attached Attorney-In-Fact  
Certificate and Required  
Acknowledgements)

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.