

**REQUEST FOR PROPOSALS  
RFP No. 043015**

**Optimization of Network Capacity Traffic**



**Edward C. Gonzalez  
Superintendent**

**Contact:  
Susan Harautuneian  
Director of Purchasing  
Madera Unified School District  
1205 S Madera Avenue  
Madera, CA 93637  
559-675-4609**

**[susanharautuneian@maderausd.org](mailto:susanharautuneian@maderausd.org)**

## BIDDERS REGISTRATION FORM

FAX BACK OR EMAIL THIS SHEET ONLY

RFP No. 043015

TO: Susan Harautuneian-Director of Purchasing

Email: [susanharautuneian@maderausd.org](mailto:susanharautuneian@maderausd.org)

Madera Unified School District Bids and Proposals are available on line. If you downloaded a Bid Or Proposal, fax the following information to (559)675-9354 so that you may be added to the List and notified of any addenda to the solicitation.

Name	
Title	
Organization	
Street Address	
Address (cont.)	
City	
State/Province	
Zip/Postal Code	
Contractor's License Number & DIR Number (if applicable)	
Work Phone	
Fax	
E-mail	

**MADERA UNIFIED SCHOOL DISTRICT**  
**Proposal Request for**  
**Optimization of Network Capacity Traffic**

**NOTICE TO BIDDERS**

Notice is hereby given that Madera Unified School District (MUSD) will receive sealed RFP's for **RFP No. 043015 for Optimization of Network Capacity Traffic.**

The District invites proposals to obtain a WAN Optimization solution which includes web page caching and data compression. The District will entertain both physical network appliances and/or virtual solutions.

SB 854 established new public works contractor registration program requirements for all public works projects. Pursuant to Labor Code Section 1725.5; Starting March 1<sup>st</sup>, 2015 no contractor/subcontractor may be listed in a bid proposal unless registered with the Department of Industrial Relations (DIR). Starting April 1<sup>st</sup>, 2015 no contractor/subcontractor may be awarded a contract, nor employed on a Public Works project unless registered with the DIR. This project **May be** subject to prevailing wage requirements and compliance monitoring and enforcement by the DIR and may at any time require contractors/subcontractors to upload electronic certified payroll records on the DIR website.

The District will be having a Pre-Bid Conference on Wednesday May 20<sup>th</sup>, at 10:00 a.m. in the Purchasing Department located at 1205 Madera Ave, Madera, CA 93637  
RFP's must be received prior to **10:00 a.m. On May 27<sup>th</sup>**, in the MUSD Purchasing Department, 1205 S. Madera Ave. Madera, CA 93637

Copies of the BIDs documents may be downloaded from Madera Unified School District Purchasing Department Website **<http://www.madera.k12.ca.us/Page/6706>**

Refer any questions to Susan Harautuneian via email **[susanharautuneian@maderausd.org](mailto:susanharautuneian@maderausd.org)**

All questions must be received by 10:00 a.m. on May 22nd, 2015

**Published May 13<sup>th</sup>, 2015**  
**May 20<sup>th</sup>, 2015**

## **0000000SECTION 1 - GENERAL INFORMATION**

One (1) original and three (3) copies of proposal must be submitted in a sealed envelope with the words "RFP No. 043015 for Optimization of Network Capacity Traffic", clearly marked on the outside, no later than 10:00 a.m., Wednesday May 27th, 2015 to the following address:

**Madera Unified School District  
Susan Harautuneian  
Director of Purchasing  
1205 S Madera Avenue  
Madera, CA 93637**

RFPs received later than the aforementioned date and time will be returned to Consultant unopened. Facsimile (FAX) copies or e-mailed RFP will not be accepted.

### **PREVAILING WAGES/DIR REGISTRATION:**

Consultant acknowledges that if the Services, or any portion thereof, involves public works as defined by Labor Code section 1720 et seq. then Consultant shall comply with all applicable prevailing wage/labor laws for such work. This includes compliance with all the Department of Industrial Relations' (DIR) contractor registration requirements set forth in Labor Code Section 1725.5. Consultant shall also ensure compliance with these requirements by all of its subcontractors or sub-consultants at all times. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR, including but not limited to submission of certified payrolls as required by DIR.

- A. In order to control information disseminated regarding this Request for Proposals, consultants interested in submitting proposals are directed not to make personal contact with members of the Board of Trustees. Failure to do so may result in the revocation of the submitted proposal from review.

The District reserves the right to accept or reject any or all RFPs, to select a qualified consultant with or without interviews and to negotiate with any or more than one of the responsible submitters. Submitters shall be responsible for any and all expenses that they may incur in preparing proposals. Responses received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the Board.



## SPECIFICATION/SCOPE:

WAN Optimization solution which includes web page caching and data compression.

Provide physical network appliances and/or virtual solutions.

Madera Unified School District has two high schools that each connects to its district office via 100 Mb/s AT&T Opt-e-man connections. Work is in progress to upgrade those connections to 1 Gb/s with a committed information rate (CIR) of 250 Mb/s in the near future. The district office currently has a 1Gb/s connection to the Internet via an Opt-e-man connection to Madera County Office of Education. Plans are in place to increase this connection to 10 Gb/s with a CIR of 5 Gb/s. Any proposed solution should be able to handle the higher connection speeds that are currently planned.

The traffic from the two high schools includes unencrypted web traffic, encrypted web traffic (SSL/TLS) and Windows network file share access (CIFS). The two high schools utilize Windows file servers located at the district office and user profiles are redirected to servers at the district office.

The district is interested in solutions that will allow it to optimize the use of the connections between the two high schools and the district office. In previous testing of WAN optimization solutions, the district has observed up to 140 Mb/s of traffic (one direction) between a single high school and the district office. With the increased use of mobile devices, the district expects to see aggregate traffic exceeding 300 Mb/s for the two high schools in the near future with 500+ Mb/s possible during the lifetime of any proposed solution.

The district is interested in solutions that optimize network traffic (e.g. by reducing actual bandwidth usage over WAN links or reducing latency) by methods such as caching of web/network traffic, compression of web/network traffic and/or prioritization of web/network traffic.

- At a minimum the, the devices at the high schools should be able to handle up to 250M/s of unoptimized traffic. The device at the District Office should be able to handle the combined traffic of both high schools. The District is interested in options that can handle up to 500 Mb/s of unoptimized traffic at each high school provided that we can still operate with a CIR of 250 Mb/s; i.e. the 500 Mb/s options would have to reduce the traffic to 250 Mb/s or less to be useful since we only have 250 Mb/s of bandwidth.
- The District is looking for a three (3) year maintenance
- Please include a separate cost with the proposal for the software-the District will need to manage the device.
- What is the maximum throughput (in megabits per second) of the solution as presented? \_\_\_\_\_
- What is the maximum load (in traffic flows) of the solution as presented? \_\_\_\_\_
- Can this solution be upgraded to support a larger capacity? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, provide details.
- Does this solution support SSL/TLS decryption? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, is it limited to certain protocols or underlying traffic types?
- Does this solution support SMB v1? Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution support SMB v2? Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution support SMB v3? Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution support caching of web content? Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution support caching of video content? Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution support caching of YouTube video content? Yes\_\_\_\_\_ No\_\_\_\_\_
- Will cached content be stored locally on the hardware provided for this solution? Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution include compression of traffic between the high schools and the district office?  
Yes\_\_\_\_\_ No\_\_\_\_\_
- Does this solution support prioritization and/or QoS? Yes\_\_\_\_\_ No\_\_\_\_\_

### **Forms Required to be Submitted**

Notwithstanding any provisions to the contrary, all proposals shall include the following completed documents/forms. Failure to submit the documents/forms as indicated with "x" at time of bid submittal may render the bid non-responsive:

<input checked="" type="checkbox"/> Bid Form	<input type="checkbox"/> Prevailing Wage Certification
<input checked="" type="checkbox"/> Signed Addenda , if Applicable	<input type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Noncollusion Affidavit	<input type="checkbox"/> Contract's Certificate Regarding Alcoholics Beverage & Tobacco-free Campus Policy
<input type="checkbox"/> Designation of Subcontractors, if applicable	<input type="checkbox"/> Contractor Certificate regarding Background Checks
<input type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> DIR Number
<input type="checkbox"/> Insurance Documents	<input type="checkbox"/> Contractor's Certification Of NON-USE Of Asbestos
<input type="checkbox"/> Contractor's Certificate Regarding Drug-Free Workplace	<input checked="" type="checkbox"/> Request for References
<input type="checkbox"/> Bid Bond	

**Award of Contract:** Award and contract is subject to the following provisions, as indicated with "x":

<input type="checkbox"/> Notice to Bidders on projects over \$45,000	<input type="checkbox"/> Executed Agreement on projects over \$25,000
<input type="checkbox"/> DVBE Good Faith Effort	<input type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> CMU payroll submittal Compliance	<input type="checkbox"/> Notice of Completion may be recorded on projects over \$45,000
<input type="checkbox"/> Notice of Award on projects over \$25,000	<input type="checkbox"/> Scope of Work
<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Plans and/or Drawings(if Applicable)
<input type="checkbox"/> Notice to Proceed on projects over \$25,000	<input type="checkbox"/> Work Specifications
<input type="checkbox"/> Insurance Certificates and Endorsements	<input type="checkbox"/> _____[Other]
<input type="checkbox"/> Proof of Workers' Compensation	
<input type="checkbox"/> Performance/Payment Bonds on projects over \$25,000	

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

Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____

The undersigned declares under penalty of perjury under the laws of the state of California that the representations made in this bid are true and correct. The signatory below represents and warrants that by their signature, they have the authority to bind the Contractor to all of the terms and conditions of this Agreement and the provisions of the Contract:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor License No.      Class      Expiration Date

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

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



E-Mail

**BID FORM**

Madera Unified School  
Purchasing Department  
1205 Madera Ave, Madera CA 93637  
Phone: (559) 675-4609 Fax: (559) 673-9354

**IMPORTANT: BIDS NOT RETURNED DIRECTLY TO THE PURCHASING DEPARTMENT MAY BE CONSIDERED VOID.**

DESCRIPTION / SCOPE OF WORK	TOTAL BID AMOUNT
<p>SCOPE OF WORK/PROPOSAL</p> <p>See Attached.</p> <p>DIR NUMBER _____ (if applicable)</p> <p>1. Base Bid -</p> <p>All work to be in accordance with provided specifications and drawings herewith attached. Hours of work shall be between <b>6:00 A.M. and 5:00 P.M.</b> Monday through Friday <u>unless</u> otherwise arranged with the Project Manager or specified herein the bid documents. Contractor shall coordinate all work with District and other contractor(s) and trades which may be on site. All work shall be performed in accordance with District requirements and shall conform to the highest standards of the profession and District. Applicable contractor licenses and certifications as required performing work in accordance to state and local regulations.</p> <p>All work shall include all applicable taxes.</p>	<p>1. \$ _____ /Base Bid</p>

Notice to Proceed \_\_\_\_\_

Time of Completion: \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

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

**Bid Submittal Requirement, as indicated with "x":**

\_\_\_\_ Bids may be mailed or delivered to MUSD Purchasing Department, 1205 Madera Ave, Madera CA 93637 labeled with bid number and description Attn: Susan Harautuneian (projects \$45,000 and under).

X Sealed bids must be received in the MUSD-Purchasing Department, 1205 Madera Ave, Madera CA 93637. Submittal shall be properly labeled with Bid number, bid title, and Attn: Susan Harautuneian. Refer to Notice to Bidders.

## PRIME POINT OF CONTACT

RFP No.043015– Optimization of Network Capacity Traffic

*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.*

<hr/>	
Name of Company	Address
<hr/>	
Signature	City State Zip Code
<hr/>	
Print Name	Phone Number Fax Number
<hr/>	
Title	Email Address



## INSTRUCTIONS & CONDITIONS

1. **THE BID** - All items on the form should be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set to the Purchasing Department. Unsigned bids will not be accepted.
2. **LICENSE** - Bidders may bid only on work of a kind for which it is properly licensed by the California Contractors' State License. The bidder must be licensed at the time of bid and the license must remain current for the duration of the project. Failure to supply license must remain current for the duration of the project. Failure to supply complete license requirement items and signature under penalty of perjury on the Bid Form shall result in the bid being considered non-responsive and shall be rejected.
3. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** - The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name, and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by any authorized officer.
4. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
5. **PRICES** - Prices should be typed and shown on the bid form for each item. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. Bids shall remain open and valid and subject to acceptance for sixty (60) calendar days after the bid opening.
6. **QUALITY OF MATERIALS OR SERVICES** - In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc. and bear the UL label.
7. **ACCEPTANCE OR REJECTION OF BIDS** - The District may purchase an individual item or combination of items, whichever is to the best interest of the District, provided also that a bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid.
8. **BID EXCEPTIONS** - All exceptions which are taken in response to this bid must be stated clearly. The taking of exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the Director of Purchasing whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered.
9. **AWARD** - The District reserves the right of determination that items bid meet or do not meet bid specifications and to accept or reject any or all bids and to waive any informality in the bidding.

10. **EXECUTION OF CONTRACT** - Issuance of a Purchase Order and signature of acceptance on the Bid Form by the Director of Purchasing shall evidence the contractual agreement between the bidder and the District. An executed Agreement is required for projects over \$45,000.
11. **DELIVERY** - Time and manner of completing the work are essential factors in proper performance under the contract. Payment for partial completion will not be made until the entire project has been completed, unless authorized by the District Director of Purchasing.
12. **MANUALS AND PARTS LISTS** - The successful bidder shall furnish all available manuals, drawings, parts lists, or other pertinent information and data relative to installation, maintenance, and operation of the equipment supplied as a result of this bid.
13. **WARRANTY** - The bidder shall indicate the total period of the warranty after the work is complete. Any defects shall be rectified by the successful bidder promptly to the satisfaction of the District without expense to the District.
14. **GOVERNING LAW AND VENUE** - In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Madera County.
15. **SEVERABILITY** - If any provisions of this Agreement shall be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
16. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Contractor, by the execution of the Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



## AGREEMENT

**THIS AGREEMENT** becomes binding between the Contractor and the Madera Unified School District, hereinafter called the District, upon issuance of a Purchase Order and signature of acceptance on the Bid Form by the Director of Purchasing.

**WITNESSETH:** That the Contractor and the District for the bid and consideration hereinafter names agree as follows:

**ARTICLE 1. THE WORK.** The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required and to perform all the work in good and workmanlike manner, free from any and all liens and claims of mechanics, material men, sub-contractors, artisans, machinists, teamsters, drayman and laborers as may be required for services performed under this agreement.

**ARTICLE 2. THE CONTRACT.** The Contractor and the District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Agreement or Change Order and approved and signed by the District and Contractor. It is specifically agreed that the District shall have the right to request any alterations, deviations, reductions or additions to the Contract or Purchase Order or the Plans or Specifications or any of them and the amount of the cost thereof shall be added to or deducted from the amount of the Contract or Purchase Order Price aforesaid by fair and reasonable valuations thereof. And this Contract or Purchase Order shall be held to be completed when the work is finished in accordance with the Original Plans and Specifications as amended by such changes.

**ARTICLE 3. DISPUTES.** In the event of a dispute between the District and the Contractor as to an interpretation of any of the Specifications or as to the quality or sufficiency of materials or workmanship, the decision of the District shall for the time being prevail and the Contractor, without delaying the job, shall proceed as directed by the District without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation and should the Contractor be finally determined to be either wholly or partially corrected, the District shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the Contract or Purchase Order as a result of complying with the District's directions as aforesaid. In the event the Contractor shall neglect to prosecute the work properly or fail to perform any provisions of this Contract or Purchase Order, the District, after three days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereunder due to the Contractor, subject to final settlement between the parties as in this paragraph herein above provided.

**ARTICLE 4. CONTRACTOR INSOLVENCY.** If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Sub-contractors should persistently violate any of the provisions of the Contract, Purchase Order or Agreement, or if he should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Sub-contractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the District, then the District may serve written notice upon the Contractors of its intention to terminate the Contract or Purchase Order, such notice to contain the reasons for such intention to terminate the Contract or Purchase Order, and unless within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract or Purchase Order shall, upon the expiration of said five (5) days, cease and terminate. In the event of any such termination, the District shall immediately serve written notice thereof upon the Contractor, and the District shall have the right to take over and perform the Contract. The District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the District for any excess cost occasioned the District thereby, and in such event the District may without liability for so doing, take possession of and utilize in



completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District.

ARTICLE 5. **LIQUIDATED DAMAGES.** The Contractor agrees that the work under this Contract shall be substantially completed as stated in the bid. Time of performance shall be deemed as of the essence hereof and it is agreed that actual damages from any delay in completion beyond the date provided for herein are extremely difficult or impossible of determination, accordingly, the Contractor and Surety shall be liable for and shall pay to the District the sum of **Five Hundred (\$500.00)** per calendar day as fixed, agreed or liquidated damages for delay in completing the work from and after the date of completion as provided for herein or any extension thereof until the work is completed or accepted; provided, however, the District may conditionally accept the work and occupy and use the same if there has been such a degree of completion as shall in its opinion render the same safe, fit, and convenient for the use of which it is intended and in such cases the Contractor and Surety shall not be charged for liquidated damages for any period subsequent to such conditional acceptance and occupation by the District but District may assess actual damages caused by failure of total completion during such period. The time during which the Contractor is delayed in said work by the acts or neglects of the District or its employees, or those under it by contract or otherwise, or by the acts of God which the Contractor could not have reasonably foreseen and provided for, or by stormy and inclement weather which delays the work, or by any strikes, boycotts, or like obstructive action by employees or labor organizations, or by any general lockouts, or other defensive action by employees or labor organizations, or by any general lockouts or other defensive action by employers, whether general, or by organizations of employers, shall be added to the time for completion as aforesaid.

ARTICLE 6. **EMPLOYMENT OF APPRENTICES.** Contractor agrees to comply with all provisions of the Law regarding the employment of apprentices. (Labor Code sections, 1773.3, 1777.5 and 1777.6 and 3077 et. seq.) These sections require that contractors and subcontractors employ apprentices in a ratio of not less than one (1) apprentice for each five (5) journeyman, unless an exemption is granted, and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor.

ARTICLE 7. **PREVAILING WAGE RATE.** In accordance with the provisions of Section 1700, et. seq. of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in section 1773.8. It shall be mandatory upon the Contractor herein and upon any Sub-contractor to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty to the District **\$200.00** for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any sub-contractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor. The Contractor and each Sub-contractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with the execution of this Contract or any sub-contractor thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Attention is directed to the provisions in Section 1777.5 and Section



1777.6 of the Labor Code concerning the employment of apprentices by the Contractor of any sub-contractor under him.

**ARTICLE 8. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1816 of the Labor Code of the State of California, eight (8) hours labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of the said Contractor, or any Sub-contractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or forty (40) hours during any one calendar week. The Contractor and each Sub-contractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the District, or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that Contractor shall forfeit as a penalty to District the sum of One-hundred dollars (\$100.00) per day for each laborer, workman or mechanic who is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of this stipulation in accordance to Labor Code Section 1776. Failure to timely submit payroll records may result in debarment by the Labor Commissioner.

**ARTICLE 9. FORCE MAJEURE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

**ARTICLE 10. INDEMNIFICATION AGAINST LIABILITY.** Contractor agrees to indemnify, defend and save harmless the Madera Unified School District, its governing board, related entities and divisions, officers, agents and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's or contractors agents, employees or sub-contractor's performance or failure to perform under the terms of the contract documents, excepting only liability arising out of the sole negligence of the District.

**ARTICLE 11. INSURANCE.**

A. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this agreement the policies of insurance hereinafter described.

Contractor shall secure and maintain in force during the term of this agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. MADERA UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance.

Written notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Insurance afforded under the contractor's policy is primary and any insurance maintained by the District shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this contract.

Contractor will, at his own expense maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with the District prior to commencement of work no later than seven (7) calendar days from Notice of Award date.

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY  
AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

**MUSD Project: Bid No.043015**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

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



## REQUEST FOR REFERENCES

### TO BE EXECUTED AND SUBMITTED WITH RFP

All RFPs are to submit with their RFP at least three (3) previous jobs of similar scope and size completed in the last three years. They must include a contact name and phone number for verification purposes.

Failure to provide reference may result in your RFP being determined non-responsive.

1.	<hr/>	<hr/>
	Name of Reference	Contact Person
	<hr/>	<hr/>
	Address	Phone
	<hr/>	<hr/>
	Scope of Work: <hr/>	
	<hr/>	
2.	<hr/>	<hr/>
	Name of Reference	Contact Person
	<hr/>	<hr/>
	Address	Phone
	<hr/>	<hr/>
	Scope of Work: <hr/>	
	<hr/>	
3.	<hr/>	<hr/>
	Name of Reference	Contact Person
	<hr/>	<hr/>
	Address	Phone
	<hr/>	<hr/>
	Scope of Work: <hr/>	

Site	LAN Connection	WAN Connection
Madera High	1 Gb/s RJ-45 optionally fiber	1 Gb/s RJ-45 optionally fiber
Madera South High	1 Gb/s RJ-45 optionally fiber	1 Gb/s RJ-45 optionally fiber
District Office	1 Gb/s RJ-45 expandable to 10Gb/s	1 Gb/s RJ-45 expandable to 10Gb/s

