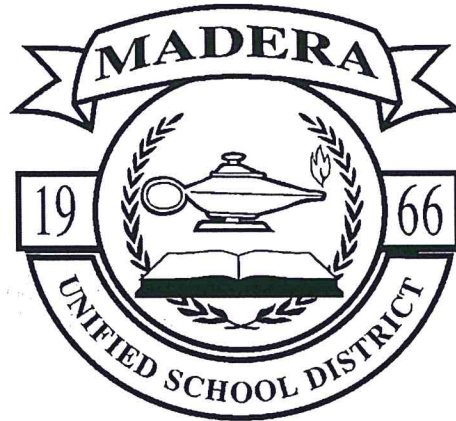


REQUEST FOR PROPOSALS

RFP No. 120214

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

BIDDERS REGISTRATION FORM

FAX BACK OR EMAIL THIS SHEET ONLY

RFP No. 120214

TO: Susan Harautuneian-Director of Purchasing

Email: 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. 120214 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 1st, 2015 no contractor/subcontractor may be listed in a bid proposal unless registered with the Department of Industrial Relations (DIR). Starting April 1st, 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 **Mandatory Pre-Bid Conference** on Wednesday March 11th, 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 March 18th**, 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**
All questions must be received by 10:00 a.m. on March 13th, 2015

Published March 4th, 2015
March 11th, 2015

SECTION 1 - GENERAL INFORMATION

One (1) original and three (3) copies of proposal must be submitted in a sealed envelope with the words "RFP No. 120214 for Optimization of Network Capacity Traffic", clearly marked on the outside, no later than 10:00 a.m., Wednesday March 18th, 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.

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 checked="" type="checkbox"/> Contract's Certificate Regarding Alcoholics Beverage & Tobacco-free Campus Policy
<input checked="" type="checkbox"/> Designation of Subcontractors, if applicable	<input checked="" type="checkbox"/> Contractor Certificate regarding Background Checks
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> DIR Number
<input checked="" type="checkbox"/> Insurance Documents	<input checked="" type="checkbox"/> Contractor's Certification Of NON-USE Of Asbestos
<input checked="" 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 checked="" 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
_____ () Telephone	_____ Contractor License No. Class Expiration Date
_____ E-Mail	_____ Print Name

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

DESCRIPTION / SCOPE OF WORK	TOTAL BID AMOUNT
<p>SCOPE OF WORK/PROPOSAL</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 6:00 A.M. and 5:00 P.M. 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>

Purchase Order No: _____ Completion Date: _____

_____ 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).

RFP No. 120214

PRIME POINT OF CONTACT

RFP No.120214– 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.

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number Fax Number

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 of Purchase Order Price aforesaid by fair and reasonable valuations thereof. And this Contract of 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.

ARTICLE 12. MISCELLANEOUS PROVISIONS

- (1) Must leave the site in a neat condition.
- (2) No extra work or material shall be allowed, other than that provided within the specifications/or needed to complete project
- (3) All finished work shall be subject to inspection by the District and may be rejected because of defects or non-compliance with the specifications.
- (4) All work performed, all equipment furnished and/or installed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California and the Health and Safety Code of the State of California.
- (5) Pursuant to the provisions of Sections 4100 to 4108, inc., of the Government code of the State of California, every bidder shall, in his bid set forth: **(Only applicable if Sub-contractors are being utilized)**
 - (a) The name and location of the place of business of each sub-contractor who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.(if applicable)
 - (b) The portion of the work which will be done by each such sub-contractor (if applicable). If the bidder fails to specify a sub-contractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the District, either:
 - 1) Substitute any person as sub-contractor in place of the sub-contractor designated in the original bid.
 - 2) Permit any sub-contractor to be assigned or transferred or allow to be performed by anyone other than the original sub-contractor listed in the bid.
 - 3) Sublet or sub-contract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which his original bid did not designate a sub-contractor.
- (6) Before submitting a proposal, the Contractor shall visit the site of the proposed work; examine the building, or buildings, if any, and any work that may have been done thereon. He shall fully inform himself of all conditions on, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.
- (7) In signing his proposal the bidder agrees that he has carefully examined the specifications and all other provisions applying thereto and understands the meanings, intent, and requirements of same and agrees further to enter into a written contract to furnish the items and/or services in the time specified in strict conformity with the specifications and conditions therein for the sum stated in his or their bid.
- (8) It is the policy of the Madera Unified School District Board of Education that in connection with all work performed under Purchasing contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all sub-contractors employed on the work by him.

- (9) Terms shall be NET 30 unless otherwise specified in writing in the bid.
- (10) In the event hazardous material is discovered, it will be removed in accordance with State and Federal (EPA) Regulations.
- (11) Attention is directed to Sections 24242 and 24243 of the California Health and Safety Code and to the rules and regulations of the Air Pollution Control District having jurisdiction.
- (12) Contractors and/or sub-contractors shall have current certification and license to perform asbestos-related work on this project **(if applicable)**. Certification shall be by the State of California Division of Occupational Safety and Health. License shall be issued by the Contractors State License Board and shall be Asbestos Certified". If the District states on the face of the bid that hazardous material is present the Contractor shall be required to provide the District with a copy of the said certificate and license for either the Contractor or sub-contractor

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

(Public Contract Code section 7106)

MUSD Project: Bid No.120214

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. _____

Name of Reference	Contact Person
_____	_____
Address	Phone
_____	_____
Scope of Work: _____	

2. _____

Name of Reference	Contact Person
_____	_____
Address	Phone
_____	_____
Scope of Work: _____	

3. _____

Name of Reference	Contact Person
_____	_____
Address	Phone
_____	_____
Scope of Work: _____	

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 10 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverage's set forth in Article 10 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 10 of the General Conditions.

Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
() _____
(Telephone Number)

2. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverage's and requirements set forth in Article 10 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
() _____
(Telephone Number)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to be detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidders (prime contractors) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each portion as is defined by the bidder (prime contractor) in this bid. (In accordance with Public Contract Code 4104, additional information, if requested other than name, location of business and portion of work for subcontractors may be submitted up to 24 hours after deadline for receipt of bids).

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidders (prime contractors) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

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

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify any such additional subcontractors by alternate bid number.

1. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

2. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

3. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

4. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

5. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

6. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

7. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

1. Company Name

Address	
Ph. No. ()	Fax No. ()
Type of Work:	License No./Expiration Date:

Bond No. _____

PERFORMANCE BOND

BE ADVISED THAT:

The **Madera Unified School District** of Madera County, California ("District") has awarded to _____ as Principal ("Principal") the Contract for the work described as follows for _____ Bid No. _____. The Principal is required to furnish a bond in connection with the Contract guaranteeing faithful performance;

We, the undersigned Contractor, as Principal, and Surety, are held and firmly bound to the District in the sum of _____ (\$_____) this amount being not less than one hundred percent (100%) of the total amount payable by the District under the terms of the Contract awarded by the District to the Contractor/Principal), lawful money of the United State of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Whenever Contractor/Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the District, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Contractor/Principal by the District under the Contract and any modifications thereto, less the amount previously, properly paid by the District to the Contractor/Principal.

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 principal.

Surety shall not utilize Contractor/Principal in completing the Contract no shall Surety accept a bid from Contractor/Principal for completion of the Project if the District, when declaring the Contractor/Principal in default, notifies Surety of the District's objection to Contractor's/Principal's further participation in the completion of the Project. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted when the applicable statute of limitations period as provided by the laws of the State of California.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District/s reasonable attorney fees incurred, with or without suit, in addition to the above amount.

AS WITNESSES, we have affixed our signatures and seals this _____ day of _____.

(Principal Seal)

PRINCIPAL

BY: _____

Title: _____

Address: _____

Telephone No. _____

Fax

No. _____

=====

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

Telephone _____

Fax No. _____

Bond No. _____

PAYMENT BOND FOR PUBLIC WORKS

BE ADVISED THAT:

The **Madera Unified School District** of Madera County, California ("District"), by appropriate action, has awarded to _____ as Principal ("Principal"), the Contract for the work described as follows for _____, **Bid No.**_____.

The PRINCIPAL is required by Chapter 7, commencing with Section 9550 of the California Civil Code to furnish a bond in connection with the Contract;

THEREFORE, we, the PRINCIPAL and Surety as Surety, are held and firmly bound unto the DISTRICT in the penal sum of _____ (\$_____), 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 this bond.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in California Civil Code Section 9100 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the California Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the California Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the California Unemployment Insurance Code with respect to work and labor thereon of any kind, the Surety will for the same, in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney fees and other litigation expenses and costs as shall be fixed by the court, awarded and taxed as provided in Chapter 7 commencing with Section 9550 of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California 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 described above or pertaining or relating to the furnishing of labor, materials, or equipment for it, 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 described above, nor by any rescission or attempted rescission of the Contract, agreement or bond, nor by any conditions precedent or subsequent in the bond

attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit it is given, and under no circumstances shall Surety be released from liability to those for whose benefit the bond has been given, by reason of any breach of Contract between the District and original Contractor or on the part of any obligee named in the bond, but the sole condition of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code and has not been paid the full amount of its claim. The Surety hereby waives notice of any changes, extension of time, addition, alteration, or modification mentioned above.

AS WITNESS, we have affixed our signatures and seals this _____ day of _____.(Principal Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

Business Address: _____

Telephone No. _____

Fax No. _____

=====

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

Business Address: _____

Telephone No. _____

Fax No. _____

Bid Bond# _____

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS COMPENSATION
TO BE EXECUTED AND SUBMITTED WITH BID**

Labor Code Section 3700 Provides:

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

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

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 those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

Date

Signature

Type/Print Name

Name of Company

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

**CONTRACTOR'S CERTIFICATION OF
NON-USE OF ASBESTOS OR ASBESTOS CONTAINING
PRODUCTS OR MATERIALS**

To be Executed and Submitted upon Completion of Project

To: Madera Unified School District

Project: Bid No. _____ - _____

I, _____, declare that I am the party responsible for performing the Work required by the foregoing bid and, by my signature I certify that no asbestos or asbestos-containing products or materials were used in the construction of the above referenced project.

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

CONTRACTOR

Date

Signature

Type/Print Name

Name of Company

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

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS
(Modernization Projects)**

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Madera Unified School District School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing 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 of the contract or grant, 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 the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; 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.

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

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

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

DATE: _____

CONTRACTOR

By: _____

Signature