REQUEST FOR BID PROPOSAL

The Merced River Union Elementary School District (MRSD) plans to apply for various eligible services for E-Rate Year 2027. The E-Rate Year 2027 will start 7/1/2027 and end 6/30/2028. The recurring services for E-Rate Year 2027 may start as early as 7/1/2027 and end 6/30/2028 (or beyond for contracts up to 5 years).

This Request for Proposal (RFP) serves as notice that MRSD will accept bid proposals from qualified vendors for network equipment.

MRSD reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of MRSD.

The bid documents must be received by **Tuesday, January 5, 2027, at 2:00:00 PM (Pacific) or earlier**, in a sealed envelope, identified by bid identifier "**MRSD E-Rate Year 2027 RFP Bid # MRSD-ERATE-2027-RFP-01**", and addressed to Richard Lopez, Superintendent Merced River Union Elementary School District, 4402 W. Oakdale Road, Winton, CA 95388. MRSD shall use the official U.S. time that is provided by the website https://www.time.gov to determine if the submission has met the deadline.

NOTE: It is the total responsibility of the Vendor to return bids to MRSD by the required date, time, and place. The MRSD District Office hours are 7:30 AM - 4:00 PM Monday through Friday. The MRSD District Office is closed weekends and holidays: November 11, 26 and 27, 2026; December 24, 25, and 31, 2026; January 1 and 18, 2027.. **MRSD cannot receive bids after office hours or when the office is closed.** If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Winton. **LATE BIDS WILL BE REJECTED.**

Vendors may request a copy of the RFP from Seng Thao by calling (209) 381-6763, or by emailing **erate.mrsd@mcoe.org** with the subject line "**Request for MRSD E-Rate Year 2027 RFP Bid # MRSD-ERATE-2027-RFP-01**".

This RFP is let pursuant to Public Contract Codes 20111, 20118.2, and 22000.

All public works projects shall be subject to compliance monitoring and enforcement by the department of industrial relations.

Pursuant to California Labor Code sections 1725.5 and 1771.1 all public works contractors and subcontractors must be registered with the department of industrial relations.

Richard Lopez
Superintendent, Merced River Union Elementary School District

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LEGAL AD TO RUN: **November 8, 2026 and November 15, 2026**

Merced Sun-Star

Bid Requirements

This document serves as a Request for Proposal (RFP) for vendors to bid on MRSD needs for **network equipment**.

Vendors who are interested in bidding may request a copy of the RFP from Seng Thao by calling (209) 381-6763 or by emailing **erate.mrsd@mcoe.org** with a subject line of "**Request for E-Rate Year 2027 RFP Bid # MRSD-ERATE-2027-RFP-01**". **[Note: vendors should follow up with a phone call if they did not receive a copy of the E-Rate Year 2027 RFP Bid # MRSD-ERATE-2027-RFP-01" within 48 hours of the email request].**

Please direct all questions regarding this RFP and/or specific item(s) 470-nnn-27 in this RFP to **Seng Thao** at **erate.mrsd@mcoe.org.** Please use "**Questions about E-Rate Year 2027 RFP Bid # MRSD-ERATE-2027-RFP-01**"on the email subject line. All questions must be received before 4:00 pm on **Tuesday, November 24, 2026**.

In compliance with E-Rate rules, a **Service Provider Identification Number (SPIN)** will be required, i.e, vendors must possess a SPIN to participate in the E-Rate Program. Therefore, vendors are requested to provide their SPIN as part of their bid response. To obtain a SPIN please refer to the USAC website at https://www.usac.org/service-providers/get-started/

Telecommunications Services Providers must be an eligible telecommunications services provider (common carriers) with a telecommunication services SPIN. Proposals from vendors not meeting this criterion may be automatically considered as non-responsive.

Preference will be given to telecommunications service providers that offer the California Teleconnect Fund (CTF) 50% discount on the non-E-Rate portion of CTF-eligible services and assume responsibility for "stacking" of discounts.

Each item on the RFP (called item 470) is identified by ITEM 470-nnn-27. For each item 470 tendered, vendors are requested to state the applicable prices and the **TOTAL BID PRICE** (if requested on the form). Vendors may include supplemental information such as product specifications, documentation samples, testimonials, etc.

Vendors shall include a separate quotation for each item 470 tendered. Please refer to the heading in each section of the RFP for details on the specific information to be included in the quotation.

All bid prices shall be valid for a minimum of **180** days AFTER the date of the E-Rate Year 2027 Funding Commitment Decision Letter. In the event of a price decrease for a service or a product, the price decrease shall be passed on to MRSD and documented with new price sheet sent to MRSD.

Each E-Rate eligible item 470 depends on partial funding from the E-Rate program. MRSD expects each vendor to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate and Telecommunications Service Providers (CTF) programs. All contracts entered into as a result of these Form 470's will be contingent upon specific funding by the SLD. **The vendors will be responsible to bill the USAC Schools and Libraries Division for the DISCOUNTED portion applicable to a particular Form 471 Funding Request Number (FRN).** Such vendors are known as **Service Provider Invoicing (SPI) and Telecommunications Service Providers (CTF) vendors**, as used herein.

The vendors shall NOT submit any billing or perform any work BEFORE July 1, 2027. In addition, vendors shall NOT perform any work until a purchase order or a notice to proceed has been received from MRSD, AND, until an APPROVED Funding Commitment Decision Letter (FCDL) has been received from E-Rate.

RFP Updates/Changes/Addenda

All RFP addenda, if any, will be published by **Wednesday, November 25, 2026**. Vendors may obtain the RFP addenda by accessing the USAC E-Rate Productivity Center (EPC) Portal and searching for the RFP addenda for Billed Entity Number (BEN) 144360. The USAC E-Rate Productivity Center (EPC) Portal is located at https://portal.usac.org/suite/. **[Note: vendors who do not have an account in EPC or need assistance, should call the Schools & Libraries Client Service Bureau (CSB) at (888) 203-8100].**

In addition, vendors may obtain the RFP addenda from:
https://www.mrusd.us/apps/pages/index.jsp?uREC_ID=616768&type=d&pREC_ID=1092190

Furthermore, vendors may request the RFP addenda from Seng Thao, by calling (209) 381-6763 or by emailing **erate.mrsd@mcoe.org** with a subject line of "**Request for E-Rate Year 2027 RFP Addenda MRSD-ERATE-2027-RFP-01**". **[Note: vendors should follow up with a phone call if they did not receive the addenda within 48 hours of the email request].**

Bid Submission Documents

Bidder understands that all bids are to comply with the General Conditions included herein and submit the following in their bid proposals –

1. The ORIGINAL & COMPLETE bid, signed in BLUE ink, containing ALL pages of the RFP and addenda, with actual bid amounts indicated in the appropriate areas, and separate quotations.

2. **One photo-copy of ALL pages of the COMPLETE bid with addenda.**

3. Two (2) copies of all product information specifications or any other submittals.

4. Service Provider Identification Number (SPIN).

5. Telecommunications Service Providers shall provide monthly unit pricing for each component of the service, and indicate their eligibility as a CTF vendor where requested. If there is no indication, the vendor will be presumed as ineligible in administering CTF discounts.

6. All vendor invoices are to be accompanied by the "**CONDITIONAL WAIVER AND RELEASE UPON PAYMENT**" form that is found in this RFP.

7. For NON TELECOMMUNICATION PROVIDERS

   a). **Bid Bond of TEN PERCENT (10%) of the aggregate amount of all NON TELECOMMUNCATION items bid.** Bid bonds may be reduced to the respective amounts awarded. Bid Bond shall assure the maintenance of prices bid for **180 days** after the date of the E-Rate 2027 Funding Commitment Decision Letter to MRSD.

   b). Pursuant to Civil Code 9550 and 9554, payment bonds are required when the expenditure for public works exceeds $25,000.

   Upon award of any contract considered "Public Works Project", Performance Bond shall be provided to MRSD upon receipt of the MRSD purchase order. The Performance Bond is to assure

the completion of public works projects and/or complete delivery of material, equipment, supplies, and/or services within **120 days** after the date of the MRSD purchase order (or within E-Rate guidelines), in addition to all other terms and conditions of the Agreement (an example of which, is included herein), **Performance Bond shall be ONE HUNDRED PERCENT (100%) of the total amount awarded.**

Payment Bond shall be required for ONE HUNDRED PERCENT (100%) of total amount awarded (pursuant to Civil Code §9550, §9554, et. al).

8. Vendor shall bear the costs of procuring all surety bonds that are required in this RFP. Since SURETY/BOND costs are considered as "normal" business costs, the bidder shall NOT include such costs in the bid for each item 470.

Bids must be returned in a sealed envelope, identified by **bid identifier "E-Rate Year 2027 RFP Bid # MRSD-ERATE-2027-RFP-01"**, and addressed to **Attention: Richard Lopez, Superintendent, Merced River Union Elementary School District, 4402 W. Oakdale Road, Winton, CA 95388.**

THE UNITED STATES POSTAL SERVICE (USPS) WILL NOT DELIVER THE BIDS TO THE MERCED RIVER UNION ELEMENTARY SCHOOL DISTRICT OFFICE LOCATION.

MRSD RESERVES THE RIGHT TO DEEM ANY BID SUBMISSIONS THAT FAIL TO MEET THE CONDITIONS SPECIFIED IN THE **BID SUBMISSION DOCUMENTS** SECTION AS NON-RESPONSIVE AND THEREFORE, REJECT SUCH BID SUBMISSIONS.

MRSD WILL REJECT ANY BID SUBMISSIONS SENT VIA EMAIL AND/OR FAX.

Bid Submission Deadline

The deadline for submitting bids is **Tuesday, January 5, 2027 at 2:00:00 PM (Pacific)**. MRSD shall use the official U.S. time that is provided by the web site http://www.time.gov to determine if the submission has met the deadline.

NOTE: It is the total responsibility of the Vendor to return bids to MRSD by the required date, time, and place. The MRSD District Office hours are 7:30 AM - 4:00 PM Monday through Friday. The MRSD District Office is closed weekends and holidays: November 11, 26 and 27, 2026; December 24, 25, and 31, 2026; January 1 and 18, 2027.. MRSD cannot receive bids after office hours or when the office is closed. If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Winton. LATE BIDS WILL BE REJECTED.

Bid Opening

A public bid opening will be held on **Tuesday, January 5, 2027 at 2:00:00 PM**.

Bid Assessment

MRSD shall award bids pertaining to ***Public Works Projects*** to the lowest, responsive, responsible bidder.

With the **exception** of bids pertaining to ***Public Works Projects***, MRSD shall evaluate all valid bids deemed responsive on the following criteria

1. Price/Charges
2. Meets technical specifications and design
3. Prior experience
4. SPI vendor
5. Impact to MRSD cash flow
6. Non E-Rate eligible charges

Pursuant to Public Contract Code §20118.2, the weighted relevance of the evaluation criteria is ranked above with #1 (Price/Charges criterion) having the greatest weight followed by #2 through #6 (some weighted equally).

For each item 470 tendered, a score on a scale of 0 – 5 shall be assigned for each of the above criteria. In general, a score of 5 shall indicate the BEST, a score of 1 shall indicate the WORST, and a score of 3 shall indicate UNKNOWN/SATISFACTORY/AVERAGE, except

- SPI vendor – a score of 5 shall be assigned if the bidder is an SPI vendor, while a score of 1 shall be given if the bidder is NOT an SPI vendor.

A score of ZERO (0) shall be assigned to ALL criteria for bids that do not meet technical specifications.

Please refer to **APPENDIX 2** for a sample of the Bid Assessment Form.

For bids on leased dark fiber, MRSD shall evaluate the cost effectiveness of dark fiber (leased, IRU, special construction) vs. lit fiber services over a period of up to 20 years.

NETWORK EQUIPMENT

In the bid response to each ITEM 470 in this section, the vendor shall state the total bid price of all the network equipment in the **TOTAL BID PRICE** column. The vendor shall also include a separate quotation for each of the ITEM 470 in the bid response. The quotation shall indicate each piece of equipment, freight, sales tax, etc. The equipment information shall include the part number(s), make/model, part description, unit costs, total costs, and quantity. The vendor shall separate the eligible e-rate items (with totals) and the non-eligible e-rate items (with totals) on the quotation. [Note: "normal" business costs, such as, but not limited to, SURETY/BOND costs, overhead costs, etc. shall NOT be shown on the itemized quotation].

Network equipment to support connectivity and or WiFi access at sites/locations that are listed in the table below. Refer to APPENDIX 3 for details. Equipment is needed to AUGMENT EXISTING MRSD's network infrastructure. Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in the equipment list. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

MRSD reserves the right to award all network equipment to one vendor.

All equipment included in the vendor's proposal must be new and from an authorized reseller of the manufacturer's product for which they are quoting. No refurbished or grey-market gear will be accepted.

ITEM 470	SITE/LOCATION	DESCRIPTION	TOTAL BID PRICE
ITEM 470-NW1-27	Merced River Union Elementary School District	Network Equipment for Washington Elementary	

BID PREPARATION

1. Before submitting a bid, each bidder is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each bidder must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.

2. Bidders are encouraged to return the bids on forms furnished by the Merced River Union Elementary School District (MRSD). The Merced River Union Elementary School District (MRSD) reserves the right to disqualify bids that are not returned on forms furnished by the Merced River Union Elementary School District (MRSD). MRSD requests two copies (the original plus one copy) of all bid pages and additional information or supporting documentation.

3. NOTE: It is the total responsibility of the Vendor to return bids to MRSD by the required date, time, and place. The MRSD District Office hours are 7:30 AM - 4:00 PM Monday through Friday. The MRSD District Office is closed weekends and holidays: November 11, 26 and 27, 2026; December 24, 25, and 31, 2026; January 1 and 18, 2027.. **MRSD cannot receive bids after office hours or when the office is closed.** If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Winton. **THE UNITED STATES POSTAL SERVICE (USPS) WILL NOT DELIVER THE BIDS TO THE MERCED RIVER UNION ELEMENTARY SCHOOL DISTRICT OFFICE LOCATION. LATE BIDS WILL BE REJECTED**.

4. Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.

5. Bidders are encouraged to enter all information requested in the appropriate space on the form. Corrections, if necessary, must be initiated by the person signing the bid, in the margin adjacent to the correction. Please sign the bids in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents MAY cause rejection of the bid.

7. Unless otherwise requested by the MRSD, all items supplied pursuant to this bid shall be new and unused.

APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS

1. Vendors may propose to furnish alternatives or substitutes for a particular item specified in the RFP Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Vendor certifies to MRSD in writing that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to MRSD that the use of the substitution or alternative is appropriate and will not result in an increase to the Contract Price. The Vendor shall submit engineering, construction, dimension, visual, aesthetic and performance data, and samples if requested by/to MRSD to permit proper evaluation of the proposed substitution or alternative. If requested by MRSD, Vendor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the MRSD deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Vendor shall not provide, furnish or install any substitution or alternative without MRSD's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining MRSD review and final action of the same shall be subject to removal and immediate replacement with the specified item(s) in the RFP. The MRSD decision evaluating the Vendor's proposed substitutions or alternatives shall be final. Neither the Contract

Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Vendor and which is accepted by MRSD; provided, however, that in the event a substitution or alternative accepted by MRSD and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Vendor's furnishing and/or installation of such approved substitution or alternative. The Vendor shall be solely responsible for all costs and fees incurred by MRSD to review a proposed substitution or alternative, including without limitation fees of MRSD, of any MRSD consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Vendor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, **all requests for the Vendor's review and approval of any proposed substitution or alternative and all engineering and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Vendor by Tuesday, November 24, 2026** as specified herein. Any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished, or installed by Vendor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

2. Final approval of a functional equivalent system shall be determined at the time of job completion. The filing of Form 486 will remain pending until installation is complete and tested to be functionally equivalent.

   Failure to provide the "precise functional equivalent" shall result in the removal of the functional equivalent system at the contractor's expense. In that event, MRSD will not be financially responsible for the payment of the "functional equivalent" system and the labor to install that system.

3. Throughout this RFP, technical specifications, attachments and possible amendments, numerous references may have been made to products or services from specific Original Equipment Manufacturers (OEMs), generally in the context of providing information about MRSD's existing telecommunications and technology infrastructure. MRSD hereby strongly emphasizes its belief in open and fair competitive bidding compliant with the rules of the E-Rate program as well as all applicable state and local rules. Mention of brands is purely intended to convey required functional or quantitative information about the products and services in use. For each such reference, the phrase "or equivalent functionality" is hereby inserted by reference, especially where a description might be interpreted to convey possible future services sought. MRSD seeks the most cost effective and compatible solutions consistent with the RFP requirements.

4. The following types of equipment must include the specific functions (as stated below) to be compatible with the current network environment and be deemed functionally equivalent

   a). Network switches must support the following functions

      i). CDP

      ii). VTPv3

      iii). IPv6

      iv). QoS

      v). NetFlow

   b). Routers must support the following functions

      i). EIGRP

      ii). QoS

      iii). NetFlow

   c). Wireless devices must support the following functions

      i). Current 802.11 wireless specifications

ii). Ability to map Active Directory OU to VLAN

iii). QoS

iv). Switch port auto configuration for Access Points

v). Cisco Prime Infrastructure software

5. Substitutions that may interfere with manufacturer warranty or support will NOT be permitted

PRICES

1. All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.

2. Prices shall remain firm and in effect for a minimum of one hundred eighty (180) days after the date of the E-Rate Year 2027 Funding Commitment Decision Letter, unless a longer period is specified by the vendor (if so, specify on bid forms).

CASH DISCOUNTS

1. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the MRSD shall be in no case less than twenty (20) days. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the MRSD, but such discounts shall not be considered for the purpose of bid evaluation.

2. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the MRSD Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the MRSD warrant.

RENEWAL OF ONGOING SERVICE

1. MRSD may wish to extend service(s) on a month-to-month basis. Please include options for TWO (2) extensions of service(s). Each extension shall be on a month-to-month basis for ONE (1) year following the initial agreement or extension. The option to extend the service(s) shall be in writing and subject to the availability of funds in subsequent years

BID CLARIFICATION, CHANGES, ADDENDA

1. Any request(s) for clarification on or correction to the bid documents must be submitted to the MRSD via e-mail. The contact information is found in APPENDIX 1 of this document.

2. Changes in the bid documents shall be made by addenda. All addenda issued during the time of bidding shall be incorporated into the bid.

3. The MRSD will not be responsible for oral interpretations.

ACTUAL CONDITIONS

1. VENDOR shall be responsible for examining actual site(s) and certify all measurements, specifications, and conditions affecting the work to be performed at the site(s).

2. By submitting a bid, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.

4. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

DELIVERY / RISK OF LOSS OR DAMAGE

1. Unless otherwise requested all items supplied to the MRSD shall be bid F.O.B. destination (U.C.C. 2-319 (1). a.). The bidder is required to absorb all delivery costs. The MRSD shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).

2. The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.

3. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the MRSD.

TAXES

1. State and local taxes and all other applicable taxes are to be included in bids.

LIABILITIES

1. The Vendor or Vendor shall save, defend, hold harmless, and indemnify the MRSD against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.

2. The Vendor or Vendor shall hold the MRSD, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at his own expense, any and all actions brought against the MRSD or himself because of unauthorized use of such articles.

BONDS FOR NON-TELECOMMUNICATIONS RELATED ITEMS / PUBLIC WORKS PROJECTS

1. Bids for non-telecommunication related items must be accompanied by one of the following forms of bidder's security: (1) a cashier's check made payable to the MRSD; (2) a certified check made payable to the MRSD; or (3) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the MRSD in the form set forth in the contract documents. Such bidder's security must be in an amount not less than TEN PERCENT (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and

will provide the required Performance and Payment Bonds and insurance certificates. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

2. Separate payment and performance bonds, each in an amount equal to ONE HUNDRED PERCENT (100%) of the total contract amount, are required, and shall be provided to the MRSD prior to execution of the contract and shall be in the form set forth in the contract documents.

3. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

INSURANCE

1. The Vendor agrees to maintain insurance adequate for protection from claims under Workers Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract.

2. The Vendor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

DEFAULT BY BIDDER

1. In case of default by bidder, the MRSD may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the MRSD. Prices paid by the MRSD shall be considered the prevailing market price at the time such purchase is made.

2. Default by the bidder may be sufficient cause to remove bidder from the approved Vendor list for subsequent bids.

3. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

ATTORNEY FEES / LEGAL FORUM

1. In the event that suit or action is brought by either party in this contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.

2. The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction IN CLOSEST PROXIMITY to Merced County, California.

ASSIGNMENT OF CONTRACT

1. The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the MRSD and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

WARRANTY

1. The Vendor warrants that the services and items provided shall be merchantable within the meaning of Articles 2313-2317, et. seq. of the California Commercial Code in effect on the date of this offer. In addition to all warranties which may be prescribed by law, the item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.

2. The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the MRSD, they will be free from defects in design.

3. Such warranties for any equipment provided, including warranties prescribed by law, shall run to MRSD, its successors, assigns, and customers, and to users of the items, for a period of *one (1) year*, after delivery, or such longer period as may be prescribed by law or by additional agreement.

AWARD OF BID

1. For Public Works projects, MRSD will award bids to the lowest responsive and responsible bidder(s). (P.C.C. 20111). Refer to BID ASSESSMENT section of the RFP for bid assessment criteria.

2. Non Public Works projects - due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of MRSD, the school district will consider, in addition to price, other factors/criteria that MRSD deems appropriate when awarding contracts for technology, telecommunications, related equipment, software, and services (P.C.C. 20118.2). Please refer to BID ASSESSMENT section of the RFP for bid assessment criteria.

3. MRSD reserves the right: (1). to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the MRSD, price and other factors considered

WITHDRAWAL OF BID

1. Any bidder may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

BID PROTEST PROCEDURE

1. Any Bidder submitting a Bid Proposal to the MRSD may file a protest of the MRSD's intent to award the Contract provided that each and all of the following are complied with:

    a. The bid protest is in writing;

    b. The bid protest is filed and received by MRSD's District Superintendent, not more than five (5) calendar days following the date of issuance of the MRSD 's Notice of Intent to Award the Contract; and

c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

2. Any bid protest not conforming to the foregoing shall be rejected by MRSD as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the MRSD District Superintendent shall review and evaluate the basis of the bid protest. The MRSD District Superintendent shall provide the bidder submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the MRSD District Superintendent will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. A determination by the MRSD District Superintendent relative to a bid protest shall be final and not subject to appeal or reconsideration. All the above requirements, including a final determination by the MRSD District Superintendent, shall be express conditions precedent to the institution of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the MRSD is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

OSHA COMPLIANCE / MATERIAL SAFETY DATA SHEETS

1 The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

INSPECTION / ACCEPTANCE

1. All items provided under this bid shall be subject to inspection and test by the MRSD. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the MRSD.

2. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the MRSD shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the MRSD, corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

3. If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the MRSD either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the MRSD thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled “Default.”

4. Unless the Vendor corrects or replaces such supplies within the delivery schedule, the MRSD may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.

5. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud

PERMITS AND LICENSES

1. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.

2. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

INVOICES AND PAYMENTS

1. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the MRSD Accounting Office, 4402 W. Oakdale Road, Winton, CA 95388. All invoices and packing lists must reference the MRSD Purchase Order number.

2. Terms are net 30 days for the portion to be paid by Merced River Union Elementary School District following acceptance and satisfactory operation of network equipment and services. Merced River Union Elementary School District is not responsible for portion and payment terms as set out by the Schools & Libraries Corporation for E-Rate.

3. All vendor invoices are to be accompanied by the "**CONDITIONAL WAIVER AND RELEASE UPON PAYMENT**" form that is found in this RFP.

BID DOCUMENTS AND SAVINGS CLAUSE

1. The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information.

2. Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of this contract.

3. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

4. The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

PREVAILING WAGE

1. If the CONTRACTOR employs workers and the bid is for a "public project" (i.e., construction) greater than $1,000 in value, the CONTRACTOR hereby agrees that the project described in this Invitation for Bids is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.

2. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. CONTRACTORS must pay any labor therein described or classified in an amount not less than the rates specified. Wages rates are available at the Department of Industrial Relations (http://www.dir.ca.gov/dlsr/main.htm). However, this does not relieve the Contractor or Subcontractor for paying the latest up-to-date Wage Rates as set forth by the California Labor Code.

Specify that all labor provided in this proposal shall be performed in accord with the California Labor Code

3. In a timely manner following completion of the project, the CONTRACTOR agrees to provide the MRSD with certified payroll records for each employee of the CONTRACTOR and all subcontractors who worked on the project.

4. The CONTRACTOR understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the MRSD until the contract is complete, and MRSD is in possession of complete certified payroll records for all work performed by the CONTRACTOR and all subcontractors in connection with this contract and is satisfied that prevailing wages are paid to employees on this project.

CERTIFICATION OF NON-COLLUSION

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid." (Public Contract Code, Section 7106).

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

_____ _____
Signature Date

VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

(c). For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation claims, witch certificate may be given upon furnishing proof satisfactory to the Director of ability to administer Workers' Compensation claims properly, and to pay Workers' Compensation claims that may become due it employees. On or before May 31, 1979, a political subdivision of the State which, on December 3, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract).

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:

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;

Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace;

b. The person's or organization's policy of maintaining a drug-free workplace;

c. The availability of drug counseling, rehabilitation and employee-assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations;

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 contact 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 MRSD 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:_____

Signature of Authorized Agent or Representative: _____

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

The CONTRACTOR agrees that it will abide by and implement the MRSD's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on MRSD-owned or leased buildings, on MRSD property and in MRSD 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

WORKPLACE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Authorized Employee/Agent of Contractor]

☐ 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 MRSD, 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:_____

_____
CONTRACTOR

By:_____
Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

ATTACHMENT "A"

(BELOW INCLUDE ALL NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

* BID GUARANTEE FORM (in lieu of BID BOND)

Accompanying this proposal is cash, a cashier's check or a certified check payable to the order of the **Merced River Union Elementary School District** in an amount equal to TEN PERCENT (10%) of the base bid and alternates ($_____).

This cash or the proceeds of this check shall become the property of said **Merced River Union Elementary School District**, if, this proposal shall be accepted by the **Merced River Union Elementary School District** through the **Merced River Union Elementary School District's** GOVERNING BOARD, and the undersigned fails to execute a contract with and furnish the sureties required by the **Merced River Union Elementary School District** within the required time; otherwise, said cash or check is to be returned to the undersigned.

_____

Bidder

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in (Project Name: _____) has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agree to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ (_____) years from the date of the Notice of Completion of the above-mentioned structure by MRSD, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fail to comply with the above-mentioned conditions within a reasonable period of time, as determined by the MRSD, but not later than ten (10) days after being notified in writing by the MRSD, the undersigned and its surety authorize the MRSD to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the MRSD's enforcement of this Guarantee.

Countersigned

_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS

that we, the undersigned, _____ (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the **Merced River Union Elementary School District** (hereafter called "Owner") in the sum of _____ Dollars ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing.

NOW, THEREFORE,

1. If said Bid is rejected, or
2. If said Bid is accepted and the Principal executes and delivers a contract or the attached example Agreement form within five (5) days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and/or for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____

Title: _____

ATTEST: (if corporation)

By: _____

Title: _____
(Corporate Seal)

SURETY: _____

ATTEST:

By: _____

Title: _____
(Corporate Seal)

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)
a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto

LABOR AND MATERIAL PAYMENT BOND
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Merced River Union Elementary School District** (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: (Project Name: _____) (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the **Merced River Union Elementary School District** and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum being not less than ONE HUNDRED PERCENT (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount

of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)
a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto**.**

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, MRSD (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: (Project Name: _____) (hereinafter referred to as the "Public Work"); and

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

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the MRSD in the sum being not less than 100% (ONE HUNDRED PERCENT) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

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

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

Surety shall remain responsible for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in (Project Name: _____) has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agree to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ (_____) years from the date of the Notice of Completion of the above-mentioned structure by MRSD, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fail to comply with the above-mentioned conditions within a reasonable period of time, as determined by the MRSD, but not later than ten (10) days after being notified in writing by the MRSD, the undersigned and its surety authorize the MRSD to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the MRSD's enforcement of this Guarantee.

	Countersigned
_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

CONTRACTOR'S CERTIFICATE
REGARDING PAYMENT OF PREVAILING WAGE

(This certification must be completed if bidding on a "public works project")

Labor Code Section 1771:

> "Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works…."

I am aware of the provision of Section 1771 et. Seq. of the Labor Code which require every employer to pay employees prevailing wage for public works projects, in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME:_____

TITLE:_____

SIGNATURE:_____

DATE:_____

The above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the MRSD within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the MRSD 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 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the MRSD as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the MRSD and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the MRSD in its sole discretion.

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

   Attn: _____
   (Title) (Department)

   _____
   (Company)

   _____
   (Street Address)

   _____
   (City) (State) (Zip Code)

   (_____) _____
   (Telephone Number)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 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 MRSD.

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

   Attn: _____
   (Title) (Department)

   _____
   (Company)

   _____
   (Street Address)

   _____
   (City) (State) (Zip Code)

   (_____) _____
   (Telephone Number)

DATE: _____ _____
CONTRACTOR

By: _____
Signature

CONDITIONAL WAIVER AND RELEASE UPON PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262 (D)(3)

Upon receipt by the undersigned of a check from Merced River Union Elementary School District in the sum of $ payable to _____ *(hereinafter Payee)* and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the Payee has on the job specified on Payee's invoice number _____ (*hereinafter Job*). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on this Job, except for disputed claims for additional work in the amount of $._____. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: Payee: _____

By: _____

Title: _____

***NOTE: CIVIL CODE 3262 (d)(3) PROVIDES**: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.*

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

"SPIN" NUMBER: _____

SERVICE PROVIDER INVOICING (SPI) (YES/NO): _____

CISCO PARTNER CERTIFICATION:

___ GOLD __ SILVER _____ OTHER (SPECIFY) _____

CA STATE CONTRACTOR LICENSE NUMBER: _____

CA PUBLIC WORKS CONTRACTOR REGISTRATION: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

OFFER TO THE MERCED RIVER UNION ELEMENTARY SCHOOL DISTRICT (MRSD)

*IN COMPLIANCE WITH THE GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS (IF APPLICABLE), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED BY MRSD, WITHIN ONE HUNDRED EIGHTY (**180**) DAYS FROM THE DATE OF MRSD'S PURCHASE ORDER, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.*

VENDOR TO COMPLETE PUBLIC WORKS PROJECTS OR DELIVERY OF MATERIALS, EQUIPMENT, SUPPLIES, AND/OR SERVICES WITHIN **120** DAYS AFTER DATE OF THE MRSD PURCHASE ORDER OR ACCORDING TO E-RATE GUIDELINES, WHICHEVER OCCURS FIRST

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

RETURN ALL BIDS TO:

Richard Lopez
Merced River Union Elementary School District
4402 W. Oakdale Road
Winton, CA 95388
Telephone: (209) 358-5679
Bid Due Date and Time: Tuesday, January 5, 2027 at 2:00:00 PM (Pacific)

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APPENDIX 1

Please refer your questions regarding this RFP and/or specific item(s) 470-nnn-27 to the person listed below.

Seng Thao
Merced County Office of Education
632 West 13th Street
Merced, CA 95341

Telephone: (209) 381-6763
Email: erate.mrsd@mcoe.org

APPENDIX 2

E-Rate Bid Assessment Matrix (Merced River Union Elementary School District)

Funding Year **2027**

Project or Service Description: 470- -27

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*						
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score
Prices/Charges	35%						
Meets technical specifications and design	20%						
Prior experience	15%						
SPI Vendor (Yes=5, No=1)	10%						
Impact to MRSD Cash Flow	10%						
Non E-Rate eligible charges	10%						
Overall Ranking	100%						

Vendor Selected:
Approved By:
Title:
Date:

Bid Assessment Comments, if needed:	

Notes:

* The weight of each criterion as determined by MRSD. Percentage weights must add up to 100%. **Price must be weighted the heaviest.**

** Evaluated on a scale of 1 to 5: 1=worst, 5=best. 3=unknown/satisfactory/average (except for "Prices/Charges", "SPI vendor ")

*** Weight x Raw Score

Bids on Public Works Projects shall be awarded to the lowest RESPONSIVE & RESPONSIBLE bid

© E-Rate Central

APPENDIX 3

Merced River Union Elementary School District

E-Rate Year 2027

Wired/Wireless Network Infrastructure Equipment - Washington Elementary School

470-NW1-27

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

Item	QTY	Part Number	Description	Unit Price Bid	Total Price Bid	% Discount
1	1	C9300L-48UXG4X-EDU	Catalyst 9300L 48p 8mGig,4x10G Uplink,K12			
2	1	C9300-DNA-E-48-5Y	C9300L Cisco DNA Essentials, 48-port, 5 Year Term license			
3	2	C9300L-STACK-KIT2	Cisco Catalyst 9300L and 9300LM Stacking Kit			
4	2	C9200L-48PXG2Y-EDU	Catalyst 9200L 48-p,12xmGig,36x1G, 2x25G uplinks, K12			
5	2	C9200L-DNA-A-48-5Y	C9200L Cisco DNA Advantage, 48-port, 5 Year Term license			
6	1	C9300X-12Y-EDU	Catalyst 9300X 12-port 25/10G SFP+, K12			
7	1	C9300-DNA-L-A-5Y	DNA Advantage 5 Year License			
8	2	SMTL1000RM2UCNC	APC Smart-UPS, Line Interactive, 1000VA, Lithium-ion, Rackmount 2U, 120V, 6x NEMA 5-15R outlets, SmartConnect			
			Vendor shall include applicable Cisco support (8x5xNBD) cost for each device/component as separate line items, if such support is not stated in this document			

Total			
Sales tax			
Shipping			
Labor			
Grand Total			