

Hacienda La Puente Unified School District



BID #2016-17.02

E-rate WAN Switched Ethernet

Advertisement Dates: December 13 and 19, 2016

Bid Submittal Date/Time: 10:00 a.m. on January 12, 2017

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

BID # 2016-17.02 E-rate WAN SWITCHED ETHERNET
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I. INTRODUCTION

A. NOTICE OF REQUEST FOR BIDS:

Hacienda La Puente Unified School District Purchasing Department, hereafter referred to as the “District”, is seeking and will receive sealed bids from interested and qualified vendors, hereafter referred to as “Bidder(s)” to provide Switched Ethernet or equivalent.

Bid Deadline: 10:00 a.m on January 12, 2017.

Place of Bid Receipt:

Hacienda La Puente Unified School District
Purchasing Department
Attn: Vicki Cobos
15959 E. Gale Ave.
City of Industry, CA 91716

Bids will be publicly opened at the District Office, Immediately following the bid deadline:

Hacienda La Puente Unified School District
Purchasing Department
Attn: Vicki Cobos
15959 E. Gale Ave.
City of Industry, CA 91716

Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

Bid forms and documents will be available electronically at:

<http://www.hlpschools.org/ncs>

Project Identification Name: **WAN SWITCHED ETHERNET**

The award will comply with the Public Contract Code 20118.2 which allows the District to select the most qualified Bidder(s) whose bid meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the bid, whichever is in the best interest of the District. The District further reserves the right to award specific items or services on an individual per line item basis to one or more of the bidders, whichever is in the best interest of the District. The successful bidder will be notified in the event of an award. All bidders shall be assessed based on the evaluation factors

described herein and the specific needs of the District and the District will follow the competitive negotiation process described in Public Contract Code section 20118.2.

PLEASE NOTE that the Project is funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF). Therefore, all bidders must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to bids and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Bidders must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with its bid.

As set forth below, the District is seeking Switched Ethernet which shall be funded in part by the E-Rate Program. Bidders may submit bid proposals for some, or all, of the services set forth herein.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

Bidder shall submit all information required in this bid, including all Bid Proposal Forms attached below.

Each bid must strictly conform with and be responsive to the contract documents which shall include this bid.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bid process.

Each bidder shall submit with its bid, on the form furnished with the contract documents, a list of the designated subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the bidder, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the bidder. Upon satisfactory completion of the contract, the securities shall be returned to the bidder.

Each bidder's bid proposal must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT in the form set forth below. 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. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

Bid Security

Bids must be accompanied by a certified check, cashier's check, or Bidder's bond (executed by the Bidder as principal and surety as obligor), in the form and content attached hereto, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Hacienda La Puente Unified School District ("Bid Security")

Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the Bidder. Failure to provide the required documents may result in forfeiture of the Bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Bidder, or may call for new bids.

Where applicable, bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Bidders may contact the District for details regarding the District's DVBE participation goals and requirements.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and included with the bid.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Agreements and Bonds

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Special Conditions.

The Performance Bond must be executed by an admitted surety insurer approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The Payment Bond must be in the amount of one hundred percent (100%) of the total amount payable. Bonds shall be in the form set forth in the Contract Documents.

Date: _____

Clerk of the Governing Board
Hacienda La Puente Unified School District

Bid Opening: _____

Hacienda La Puente Unified School District
Purchasing Department
15959 E. Gale Ave.
City of Industry, CA 91716

Board Approval of Project Contract

February 2017 (TBA)

B. GENERAL INFORMATION PROVIDED BY BIDDER

Each bid should include the following items. These items shall include and incorporate statements and evidence showing that the bidder can and will comply with all requirements set forth throughout this bid. These items shall be used, at the District's discretion, to assess the bidders during the Evaluation Process pursuant to Public Contract Code section 20118.2.

- 1) **Cover Letter** - Include a cover letter with a brief description of the bidder's structure and statement of interest.
- 2) **Description of Bidder's Company** – Include a description of qualifications for your company providing the requested services. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The bidder shall provide an affirmative statement that it is

independent of the District as defined by generally accepted standards.

- 3) **Bidders Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. Bidder must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The bidder should state the size of staff, the location from which these services would be performed, and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses. Each bidder shall include information and documents that evidence all licenses and certifications held by the bidder.

Each bidder, as part of their bid's submission shall outline the structure of the management organization to be assigned to the District contract. The outline shall also include resumes, duties, shift times, hours per week, education, work experience for the last five (5) years, licensing, special courses required for the position and areas of control. All listed positions are to be identified on an organizational chart and submitted to the District.

- 4) **Capacity and Methodology** – Describe how the bidder will provide services and fulfill the requirements and expectations of the District and this bid. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines.
- 5) **Experience and References** – Description of past performances of similar service and related experience. The bidder is required to submit a list of other school districts or county offices of education for which services have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the number of students, date services were performed, client name, client contact name and phone number.
- 6) **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- 7) **Fiscal Stability** – Provide documentation showing bidder's financial status which may include the most recent audited financial statement.
- 8) **List All Active License No.(s).**
- 9) **Submit completed and signed Bid Proposal Forms attached to this bid.**
- 10) **Insurance.** Provide any and all applicable certificates showing the type and

amount of insurance bidder holds and will maintain throughout the course of the Project. Bidder shall also provide: 1) the name of insurance carrier, 2) number of years with carrier, 3) claims made on the policy of insurance, 4) a detailed explanation of the nature and type of claim, 5) whether the claim has been resolved and 6) the terms of the resolution.

11) Additional Information - Bidders are encouraged to provide additional information or description of resources it feels are pertinent to the bid and as necessary to meet the requirements of this bid.

12) Pricing – Bidders must provide the costs and prices for all services required by this bid and a total cost for all services as set forth in Bid Proposal Form A, below. All prices and the total bid price, shall be valid upon submission of a bid and shall be honored throughout the term of the Project Contract.

C. TERM OF CONTRACT

Specific services to be provided under this bid are outlined under Section IV-Scope of Work. The Contract period will be for a three (3) year period beginning on July 1, 2017, with the option to extend two (2) additional one (1) year terms. All bidders must consider the timeframe between submission of bid and the projected Project start date when submitting a bid for the Projects. All bidders shall be required to honor their bids from the date of submission up through the Notice to Proceed and throughout the Project. Thus, all bids must consider the schedule and projected start date of the Project when preparing and submitting bid prices. Further, the bid bond provided by the bidder must remain in full force and effect regardless of the timeframe between submission of the bid and the District’s issuance of a Notice of Proceed for the Project.

Selected bidders must be able to participate in the FCC E-Rate Program and are responsible for complying with all rules and regulations of this program.

Bidders are advised, E-Rate funding is a condition precedent to the effectiveness of any agreement formed pursuant to this bid. If for some reason USAC – SLD does not approve funds for E-Rate Funding Year 2017, all bids and agreements will be null and void, and the District may reject all bids, unless agreed upon by both parties in a written addendum.

Additional Information:

This bid, supplemental information, and answers to questions (Q&A) can be found on the District’s Purchasing web site at:

<http://www.hlpschools.org/ncs>

D. MINIMUM BIDDER REQUIREMENTS

Because the service(s) specified in the bid are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of “E-Rate” Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, California state requirements and District requirements. All bidders submitting

bids must be knowledgeable of all requirements to obtain and maintain E-Rate funding eligibility. These requirements include, but are not limited to, the requirements set forth below. Bid's must include documentation establishing that it meets all of these requirements as well as the conditions set forth in this bid:

Have no record of unsatisfactory performance. Bidders who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the bidder, shall be presumed to be unable to meet this requirement. The District reserves the right, at its sole discretion, to determine if any work or service provided by the bidder constitutes unsatisfactory performance.

Have the ability to maintain adequate files and records and meet any and all statistical reporting requirement and provide any information necessary to meet all applicable FCC requirements, including any possible audits throughout the course of the Project.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Have at least three (3) years experience providing this type of service.

In addition to the past experience reference requirements set forth in Section B(5) above, provide references of a minimum of three (3) other customers, one (1) of which should be a School District, involving the bidders's delivery of services that demonstrate the ability of the bidder to provide the same or similar services as outlined in this bid. All references must have names, titles and phone numbers. All reference accounts must be installed and operable for at least 12 months.

Meet other presentation and participation requirements listed in this bid. Bidder must confirm that it has the ability to provide any and all material and services required by this bid and necessary to complete the Project.

The bids must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the bids or by any third-party provider.

The pre-discount cost and description of all services and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. A complete description of the service, as required by the SLD, must be attached to, or submitted with, these costs.

The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services. A SPIN is a unique nine-digit number assigned to your company by USAC. You may want more than one SPIN to participate in Schools and Libraries Program.

The proposed contract must clearly specify the terms of annual renewal not to exceed five (5) years, depending on the initial term awarded.

Bidder must include a contract (preferably signed) with the terms of their bids delineated in the body of the document. Include multiple agreements, if needed to accommodate pricing options for an initial term.

Bidder is required to acknowledge all terms of the bid. If bidder is unable to comply with any specific item in this bid, a list of detailed exceptions must be provided with the submission of the bid. If exceptions are not indicated, then submission of the bids shall certify that the bidder is able to, and will, fully comply with requirements of the bid. Bidder must include any addenda at the time of submission of the bids. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the bids.

The successful bidder shall provide and install all equipment, materials, and/or services enumerated. Any equipment or services required to provide a complete and operational system will be provided by bidder, regardless if the equipment or service has been specifically itemized in the bid response. Bidder must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. All sub-Contractors identified by the bidder must certify that they are able and authorized to provide all services necessary to comply with all applicable E-rate regulations, including reporting requirements. The District must approve all sub-Contractors in writing prior to the commencement of work.

Bidder must be familiar with, and demonstrate the ability to comply with, all regulation and requirements for the SLD E-Rate program. Bidder shall be solely responsible for ensuring its work on the Project complies with all applicable state and federal regulations applicable to the E-Rate program. Bidder must be familiar with all applicable federal E-rate policies, and is required to abide by the requirements for Service Providers under the E-rate program as set forth by the E-rate program administrators. These requirements include, but are not limited to; filing of all forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the submission of any information participating eligible entities must submit as part of their filing requirements.

Bidder shall possess at the time the contract is awarded any and all license required to perform the work discussed herein. Based on the anticipated scope of work for the Project, Bidders must possess a valid contractor license. Bidders must be properly licensed pursuant to the California Business and Professions Code, and be licensed to perform the work called for in this bid. The bidder must possess a valid and active license and must be properly licensed at the time of award and throughout the duration of this Project. If the District, in its sole discretion, determines the bidder does not have the proper license(s) to perform the work, the District may deem the bidder's response to this bid as non-responsive.

The District shall not be held responsible for ensuring the bidder receives E-Rate funding and will not issue any additional payment if the Service Provider bidder fails to receive E-Rate funding.

E. BID SUBMISSION

To Submit a response to this request please deliver one (1) original clearly marked "Original", (1) hard copy clearly marked "Copy" and one (1) electronic copy on CD-Rom or USB Storage

Device. Sealed responses to this bid must be submitted and delivered via USPS or other delivery service to Hacienda La Puente USD **no later than 10:00 a.m. on January 12, 2017** at the address below (the “Bid Deadline”). The District will only accept and consider bids received by the Bid Deadline. Bidders are solely responsible for ensuring the bid arrives before the Bid Deadline. The District is not responsible for any issues related to the delivery of bids through mail or other delivery service. All bidders must take whatever steps are necessary to ensure delivery and receipt of its bid by the Bid Deadline. No special considerations shall be granted for bids that were timely mailed but not received by the Bid Deadline.

For the purposes of this bid, the time specified will be as defined by the official time clock located at the address listed below. **Late or incomplete Bids will not be accepted.**

Hacienda La Puente Unified School District
Hacienda La Puente Unified School District
Purchasing Department
Attn: Vicki Cabos
15959 E. Gale Ave.
City of Industry, CA 91716
BID #2016-17.02 E-rate WAN

The outside of the sealed envelope must be clearly marked with the vendor’s name, SPIN and Bid number. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. Hacienda La Puente Unified School District reserves the right to reject late bids.

Only complete, written bids will be considered. Content modifications to bids shall not be allowed. The completed bid shall be without erasures or alterations. Hacienda La Puente Unified School District will not be liable for any cost incurred by the respondents in preparing responses to this bid or for negotiations associated with award of contract.

All bids shall be firm offers subject to acceptance by Hacienda La Puente Unified School District and may not be withdrawn for a period of 180 calendar days following the last day to submit bids. Bids may not be amended once submitted to Hacienda La Puente Unified School District, except as permitted by Hacienda La Puente Unified School District. All prices and offers presented in the bid must be honored throughout the bid process and throughout the course of the Project contract.

Hacienda La Puente Unified School District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bid process. The District will identify the most advantageous bidder, based on the requirements set forth in this bid and the District’s needs, to be determined at the sole discretion of the District, including quality of the bids, the bidder’s reputation, prior experience and the price. The District will award the contracts where in the judgment of the District, such award is in the best interest of the District pursuant to the Public Contract Code section 20118.2.

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such proposal as not being responsive to the Notice Inviting Bids.

Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the work so that the facilities, difficulties, and restrictions attending the execution of the work under the contract are fully understood. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

F. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF BIDS:

Once this bid has been issued, the individuals identified below are the sole contact points for any inquiries or information relating to this bid and will coordinate answers with the District Staff, if needed. Failure to adhere to this policy may result in disqualification of the bidder. All questions regarding this bid can be presented via e-mail to the following contact:

Points of Contact:

Thomas Tan
Hacienda La Puente Unified School District
ttan@hlpusd.k12.ca.us

All bidders interested in making a bid are directed not to make personal contact with members of the District's Governing Board or any District personnel beyond the individuals listed herein. Any contact will constitute grounds for disqualification of consideration.

Questions related to this bid process or the bid documents must be submitted in writing, via E-mail, attention Thomas Tan at ttan@hlpusd.k12.ca.us **no later than 10:00 am on January 3, 2016.** The District shall not be required to answer any questions after the specified deadline or any questions not submitted in a manner other than instructed herein.

NOTE: The District is closed December 19- January 2, 2017

Hacienda La Puente USD will respond in writing to all questions and will post the answers on our webpage at <http://www.hlpschools.org/ncs>

Answers will be provided as a numbered addendum. Ex: BID #2016-17.02_Addendum #1.

If it becomes necessary for Hacienda La Puente USD to revise any part of this bid, or provide

clarification or additional information after the documents are released, an addendum will be posted on the District's webpage, as indicated above.

All addendums issued shall become part of the bid. It shall be the responsibility of the potential contractors to inquire of Hacienda La Puente USD as to any addenda issued. This may be done by contacting the Purchasing Department prior to the bid -submittal deadline or checking the Hacienda La Puente USD website. All addenda and changes shall be made in writing by the District. No oral statements by any District employee shall constitute a change or addenda to this bid, the Project documents, or any project requirement. The bid shall also include all Forms attached hereto and the bidder is required to provide all information requested by the Forms.

Withdrawal of Bid: Any bidder may withdraw a bid, either personally or by written request at any time prior to the scheduled closing time for receipt of bids.

G. GENERAL CONDITIONS

1. Forms/ Documents to be Submitted with Bid. Bidder shall complete and submit the original copies of the following forms/ documents with its bid:

- a. Bid Form A- Bid Proposal Amount
- b. Bid Form B- Certification
- c. Bid Form C-Noncollusion Declaration
- d. Bid Form D- Certificate of Workers' Compensation Insurance
- e. Bid Form E- Subcontractors List

2. Addenda. Any addenda or bulletins issued during the time of bid issuance, or forming a part of the documents furnished for the preparation of bid, shall be covered in the bid and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the bidders response page or to include all addenda with the bid proposals documents may be sufficient cause for rejecting the submitted bid proposals.

3. Award or Rejection of Responses to the Bid. The contract will be awarded at District's sole discretion. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bid process. The District reserve the right to award a contract for any portion of services as it sees fit. Thus, bidders may submit separate bids for one or more of the services described below. Award is contingent upon timely compliance with all bid conditions and specifications, and negotiations. Pursuant to Section 20118.2 of the Public Contract Code, the District reserves the right to award a Contract to the qualified bidders whose bid proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered, or to reject all bids, whichever is in the best interest of the District. The District further reserves the right to award parts of the services or materials sought by the bid, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. By submitting a bid, the bidder certifies that it is willing and able to provide any and all services described herein even if only a portion of the services and materials are required by the District. The successful Responder(s) will be notified in the event of an award.

4. **Conflict of Interest.** By its signature hereunder, bidder certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this Request for Bids. If such conflict exists, the bidder will notify the District in writing prior to, or with the submission of, its bids.

5. **If Bidder Protests.** Any bidder who submitted a bid to the District may file a protest provided that each and all of the following are complied with:

- 5.1 The protest is in writing;
- 5.2 The protest is filed and received by the District's Purchasing Director not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
- 5.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the bid process, the District's intent to award the Contract, or the District's determination to reject all bids. By submitting a bid proposal, the bidder accepts the District's bid and evaluation process as fair, open and competitive and compliant with all applicable regulations.

6. **Indemnification**

Bidder shall be solely responsible for ensuring all information submitted to the District or any federal agency, including but not limited to all statements regarding the amount of work complete and quantities of equipment installed on the Project, is accurate and shall indemnify and hold the District harmless from any claim, damage, or loss arising from the information provided by the bidder, including any action, claim or audit initiated by the Universal Service Administrative Company or the Federal Communications Commission.

7. **[Reserved].**

8. **Insurance.** See Insurance Requirements Form.

9. **Anti-Discrimination.**

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

10. **Wage Rates, Travel and Subsistence.**

Pursuant to Labor Code Sections 1720 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The bidder shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the bidder's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the bidder to whom the contract is awarded, and upon any subcontractor under such bidder, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

11. **Warranty.** The bidder shall warrant to the District that all services provided will be free from defects not inherent in the quality required or permitted, and that the Work will conform

with the requirements of the Contract Documents which will include this bid. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this contract shall include a warranty setting forth the specific requirements. However, all bidders shall confirm that they can and will warrant all work provided to the District with the following representations:

In addition to any other warranties provided elsewhere, bidder shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective within a three (3) year period from date of completion without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Bidder shall notify District upon completion of repairs.

In the event of failure of bidder to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of bidder who hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective Work requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the bidder notice. If the bidder cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against bidder. Such action by the District will not relieve the bidder of the guarantee provided in this Article or elsewhere in the Contract or this bid.

This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Bidder shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

12. Fingerprinting. If applicable, bidder shall comply with all provisions of Education Code Section 45125.1 prior to entering into a contract with the District. Pursuant to Education Code section 45125.1, bidder shall conduct criminal background checks of all employees of bidder assigned to work on a District site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, bidder must provide the District with a list of all employees providing services pursuant to the contract and this bid with the District, and designate which sites such employees will be assigned. In performing the services set forth in this bid, bidder shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that bidder's employees will have only "limited contact" with pupils.

II. BID CONDITIONS

A. Contingencies

This Bid does not commit District to award a contract. District reserves the right to accept or reject any or all bids if District determines it is in the best interest of District to do so. District will notify all bidders in writing, if District rejects all bids. District also reserves the right to terminate this bid process at any time.

The District reserves the right to limit the scope of work, including scaling back the scope, removing sites and associated services/equipment, service substitutions and will not incur termination liability, as a result.

If the E-Rate funding request is denied by USAC/SLD, the Contract, with respect to such services, shall terminate immediately unless the District provides written notice to the bidder instructing it to continue with the work.

To accommodate growing and unknown bandwidth requirements, the District would like options during the term of the agreement to upgrade service to any of these sites and need the pricing structure for consideration in the future. Amendments to the initial agreement will be required for all changes/additions.

B. Acceptance or Rejection of Bids

Bids shall remain open, valid and subject to acceptance after the bid opening and up to the end of the agreement period. District reserves the right to reject any or all bids.

C. Best Value Evaluation Process

Pursuant to Public Contract Code section 20118.2, the District will review all bids based on the factors described herein and the District's needs to select the bid(s) which, at the District's sole discretion, offer the District the most advantageous options (the "Evaluation Process"). Cost is an important factor in the evaluation process, but District is not obligated to accept the lowest cost bid. At District's discretion, the District may consider the following criteria of relative importance in the Evaluation Process:

- 1) Cost of E-Rate eligible Services [Max. of 35pts.]
- 2) Demonstration of creative and cost-effective design that meets the needs of the District, the Project, and the requirements of all applicable state and federal regulations. Demonstrated evidence that the bidder has the financial capability to execute the work required for the successful completion of the Project. Detailed design and implementation plan [Max. of 30pts.]
- 3) Evidence that the bidder's team has the experience and ability to provide the necessary services to complete the Project. Successful experience with school construction projects and specifically projects utilizing E-Rate funding. [Max. of 10pts.]
- 4) Points will be assigned to projects that favor our project goals the best with limited exceptions. [Max. of 10pts.]
- 5) Customer Service and Support teams are very important to the success of the project and work relationship with the service provider. Bidder should have local resources

and employees that allow for quick response to district needs during and after the implementation. [Max. of 15pts.]

III.SCOPE OF WORK

Bidder shall provide the following services. Bidders must confirm the ability to provide the following services with the following specifications and requirements and provide a description of how it will meet these requirements. The final bid price must include any and all applicable charges to the District. After the initial term of the contract is fulfilled or fiber construction expenses have been fulfilled, the bidder will revisit the Monthly Recurring Charge (MRC) to validate the District is paying the lowest corresponding price (LCP) for a service. Lowest corresponding price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR Part 54,Section 54.500(f). Further defined, a similarly situated E-rate applicant is one that is located in the service provider's geographic service area, i.e., the area in which the service provider is seeking to serve customers with any of its E-rate services. See First Report and Order, 12 FCC Rcd 8776, 9032, para. 486. Similar services include those provided under contract as well as those provided under tariff. First Report and Order, 12 FCC Rcd 8776, 9032, para. 485. See also Fourth Order on Reconsideration, Report and Order 13 FCC Rcd 5318, 5398, para. 133). If there is a finding that the price should be lower, an amendment to the original contract will be created to achieve the aforementioned LCP. The final price must include any and all applicable charges to the District.

A. WAN

This Bid requests a turnkey installation and fully managed Fiber Ethernet Service comprised primarily of Gigabit connections and other connectivity services. This service shall provide fiber ethernet services to all identified District locations utilizing connectionless, native transport for the purpose of interconnecting geographically separate campus local area networks incorporating multi-VLAN trunking requirements with quality of service controls.

The Fiber Ethernet Service will supply metropolitan area connectivity between all sites within the Hacienda La Puente Unified School District (District) as noted in this bid, below, in the "Service Locations" section. The Network Data Center (NDC), located at the District Office (15959 East Gale Avenue, City of Industry, California 91745) shall be designated the logical hub for internal network services and external Internet access.

The Proposed solution by the successful Network Service Provider (NSP) must include all necessary outside plant and entrance facilities infrastructure as may be required for normal and acceptable provisioning of service. Bidders may schedule an optional jobwalk of the District locations in the table below if needed.

Solutions for backup, redundancy and monitoring equipment to meet the required Service Level Agreement (SLA), and related edge equipment to hand off a full duplex

Ethernet packet data flow from the Fiber Ethernet network to each campus backbone network will be required as defined in the bid.

The District is considering a leased service, by which the NSP will control and manage all aspects of the Fiber Ethernet network connectivity between campus main data frame (MDF) facilities, thereby transferring responsibility of troubleshooting, maintenance, management, and any future upgrades of the network to the successful NSP. The NSP bid shall clearly detail available service levels and associated costs of the proposed Fiber Ethernet Service.

The solution is expected to perform in a manner that provides consistent and equitable connectivity between the various campus networks to ensure that all are adequately and reasonably served. NSP will hand off an end-point at each site supporting the District's network policies, quality of service requirements and bandwidth allocations.

NSP's carrier service solutions shall include all recurring and capital costs for customer premise equipment (CPE) and services to make the proposed service operational. Respondents shall provide a complete description of all services as well as information on all proposed CPE equipment with the response. Respondents shall provide complete pricing details for each proposed solution option listed in this bid. It is preferred that existing equipment be used to support the proposed network.

All NSP proposed solutions shall adequately identify and detail any costs associated with on-going support. NSP must include all costs.

The district desires the ability to vary bandwidth during the contract term to meet demand. Proposals should include rates for bandwidth in the increments below. Increases may vary by location. Bidder should provide quotes for all sites:

- 1) 1Gb of bandwidth with option to upgrade to 10 Gb
- 2) 10 Gb bandwidth
- 3) Bandwidth options delineated in between 1 Gb to 10 Gb, including price. The district desires the ability to grow network capacity from 1 Gb to 10 Gb and levels in between when network traffic increases and return to normal when peak demand is past. The ability to scale bandwidth up or down in real time as needed based on schedules or events (e.g. low usage summer months, high usage online state testing periods) allows the district to pay for only what bandwidth is used when needed. The vendor is to provide a quote for this feature if available.

The District requires that NSP provide three-year pricing with the option for two (2) 1-year extensions

NSP shall include a detailed list of all engineering, construction, project management costs and all itemized costs for materials, labor, and possible electronic equipment (hardware and software) needed for inter-campus connectivity.

NSP shall identify all pricing discounts for products and services.

NSP bids must provide for complete connectivity of all District identified locations and provide an installation time line indicating adherence to those noted in the section “Schedule of Events” within this bid.

Responses shall include a list of educational reference accounts where NSP is supplying similar services to at least ten (10) instructional locations. References shall include contact names and current phone numbers.

Proposed solutions shall take LAN integration into consideration when proposing a solution. The District currently has, or will acquire prior to service activation, appropriate Ethernet switches and/or routing to interface with NSP’s Fiber Ethernet service. All NSP proposed electronic hardware must be standards-compliant, compatible with interconnection to the existing local area network infrastructure, support standards-based VLAN trunking, prioritization and quality of service functions.

The NSP shall terminate the fiber in each MDF and connect it to a District-provided Cisco Catalyst 3750, 6009 or 6509 switch or similar equipment.

This Bid offer requests Fiber Ethernet services to be provided to the following District locations:

#	NAME	ADDRESS	CITY	TELEPHONE	
Elementary Schools					
1	Baldwin Academy	1616 Griffith	La Puente	626-933-3701	
2	Bixby ES	16446 Wedgeworth Dr.	Hac Hts	626-933-8201	
3	California ES	1111 California Ave	La Puente	626-933-5201	
4	Del Valle ES	801 N. Del Valle	La Puente	626-933-4101	
5	Grazide ES	2850 Leopold	Hac Hts	626-933-6101	
6	Kwis ES	1925 S. Kwis	Hac Hts	626-933-2101	
7	Los Altos ES	15565 Los Altos	Hac Hts	626-933-2301	
8	Los Molinos ES	3112 Las Marias	Hac Hts	626-933-2201	
9	Los Robles ES	1530 S. Ridley	Hac Hts	626-933-7201	
10	Nelson ES	330 California Ave	La Puente	626-933-8401	
11	Palm ES	14740 E. Palm	Hac Hts	626-933-7401	
12	Sparks ES	15151 Temple Ave	La Puente	626-933-5101	
13	Sunset ES	800 N Tonopah	La Puente	626-933-3201	
14	Temple Academy	635 California Ave	La Puente	626-933-3101	
15	Wedgeworth ES	16949 Wedgeworth Dr.	Hac Hts	626-933-8101	
16	Wing Lane ES	16605 Wing Lane	Valinda	626-933-5901	
17	Workman ES	16000 Workman St	La Puente	626-933-4201	
Middle/K-8 Schools					
18	Cedarlane Academy	16333 Cedarlane	Hac Hts	626-933-8001	
19	Fairgrove Academy	15540 Fairgrove Ave	La Puente	626-933-8501	
20	Grandview CPA	795 N Grandview	Valinda	626-933-5801	
21	Lassalette School	14333 Lassalette Ave	La Puente	626-933-3000	
22	Mesa Robles School	16060 Mesa Robles	Hac Hts	626-933-6001	

23	Newton Middle	15616 Newton St	Hac Hts	626-933-2401	
24	Orange Grove Middle	14505 Orange Grove	Hac Hts	626-933-7001	
25	Sierra Vista Middle	15801 Sierra Vista Ct	La Puente	626-933-4001	
26	Sparks Middle	15100 Giordano	La Puente	626-933-5001	
27	Valinda Sch of Aca	1030 Indian Summer	Valinda	626-933-4701	
High Schools					
28	La Puente HS	15615 E. Nelson	La Puente	626-934-6700	
29	Los Altos HS	15325 Los Robles	Hac Hts	626-934-5400	
30	Wilson HS	16455 Wedgeworth Dr.	Hac Hts	626-934-4400	
31	Workman HS	16303 E. Temple	Industry	626-933-8800	
32	Shadybend/Valley HS	15430 Shadybend	Hac Hts	626-933-3401	
Central Services					
33	Dibble Campus	1600 Pontenova	Hac Hts	626-933-8301	
34	Willow Campus	14101 E. Nelson Ave	La Puente	626-934-2806	
35	ISC	15444 Regalado	Hac Hts	626-933-4300	
36	District Office	15959 E. Gale Ave	Industry	626-933-1000	
37	NSC/Glenelder	16234 Folger	Hac Hts	626-934-4845	
38	Palm Canyon	15151 Palm Ave	Hac Hts	626-933-6500	
39	Amar Children's Center	1000 N. California Ave.	La Puente	626-933-7101	
Community Support					
40	LACOE	9300 E. Imperial Hwy	Downey	562-922-6111	

The District reserves the right to reject any or all bids. The District also reserves the right to award a partial contract in the event that they deem it in the District's best interest.

- District requires a formal document advising repair escalation process. District expects a dedicated repair number, a "ticket" number, and a repair status every two hours, including a callback when the repair item is resolved. If repair issue not resolved within 8 business hours, District expects prorated service credit.
- District requires a dedicated Account Representative available to interface directly with District Staff, and if different, a 24-hour emergency contact name with a valid, working telephone number that will have access to all required Departments to resolve issues.
- District requires a dedicated network engineer/engineering/project management staff who are local, to ensure correct design of recommended network changes. Vendor may be required to furnish resumes for network engineering certificates/credentials of such engineers upon request.
- Vendors must have the ability to process verbal as well as hardcopy purchase orders from authorized District Staff, when required, and expedite delivery of service(s) at District's request.
- Vendor must have dedicated billing representative with the ability to research and approve credits within 30 days of investigation.
- Vendor must issue a check payable to the appropriate District Department for credits of any amount.
- Vendor must provide promotional pricing whenever it is beneficial to District. Promotional pricing should supersede contract rates when beneficial to District
- Vendor must not have declared any form of Bankruptcy in the last five (5) years.
- Vendor must be currently licensed to do business in the State of California, which

will be validated by Vendor providing copies of all licenses and/or certifications as part of vendor's bid. Vendor must have been in existence at least five (5) years as an operating business.

- Vendor must be an authorized Local Exchange Carrier (LEC), Incumbent Local Exchange Carrier (ILEC), Competitive Local Exchange Carrier (CLEC), or InterExchange Carrier (IXC), and present proof of such.
- Vendor shall have no record of unsatisfactory performance with the Federal Communications Commission, the California Public Utilities Commission or other regulatory agencies, including prior District contracts. Vendors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed unable to meet this requirement.
- Contract must allow for the ability to add additional and/or new services as they become available.
- California Teleconnect Fund (CTF) discounts will commence with the in-service date. Vendor is responsible for applying the discounts on a monthly basis. HLPUSD will respond to vendor requests to identify the eligible BTNs to apply cumulative discounts after receipt of the FCDL and filing Form 486.

The District requires a formal document advising repair escalation process. The District expects a dedicated repair number, a "ticket" number, and a repair status every two hours, including a callback when the repair item is resolved. If repair issue not resolved within 8 business hours, District expects prorated service credit.

The District requires that Vendor provide three-year and five-year pricing with the option for two (2) 1-year extensions

Vendor shall identify all pricing discounts for services.

Vendor bids must provide for complete connectivity of all District identified locations and provide an installation time line indicating adherence to those noted in the section "Schedule of Events" within this bid.

Responses shall include a list of educational reference accounts where Vendor is supplying similar services to at least ten (10) instructional locations. References shall include contact names and current phone numbers.

IV. RESERVATION OF RIGHTS

The District reserves the right to expand or reduce the quantities of locations without penalty as may be required. The District requests that bidder provides a mechanism to implement network additions or deletions. The District reserves the right to procure any item or services by other means to meet time-sensitive requirements of the Project. Bidder agrees that time is of the essence and agrees to meet all timelines as set out in this agreement or addendum(s) to this agreement. Bidder agrees that harm caused to the District by its failure to meet agreed

timelines is significant and may be held in breach of its contract with the District. In the event the bidder fails to meet project installation timelines, the District may declare the bidder in breach of the entire agreement and seek whatever legal remedies may be appropriate.

Non-appropriation of Funds-Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of California. If federal or state law prohibits the District from executing any Agreement that crosses its fiscal year, then the term of this Agreement or any Addendum shall be deemed to be through its fiscal year. The District retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of District. District will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that District does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of California.

The District considers both the quality and availability to be critical factors influencing the selection of bidder(s) to provide the service described in this bid. The District relies heavily upon technology in the daily instructional and operational support of its education community. Modern curriculum is designed and implemented around the use and availability of technology in the classroom and schools. Network outage can result in the irreplaceable loss of critical planned instruction time. The District requires the selected bidder to provide and maintain the referenced services on a 24 hour a day, seven day a week basis, including weekends and holidays.

VI. SERVICE REQUIREMENTS

The District requests that Service Provider incorporate network facilities backup and routing redundancy where possible. For example, for any fiber that Service Provider may install to any campus MDF, Service Provider should demonstrate that spare fiber strands are available for immediate use in the event of damage to the primary strands in use.

Entrance Facilities- The selected Service Provider will be responsible for providing connectivity from the curb to the appropriate demarcation location within each campus. Some or all of the campus locations currently have a demarcation which is either connected via buried conduit or overhead cabling. Existing conduit may be used provided: (a) it is the District's property; and (b) it has sufficient capacity to carry additional cabling without placing undue stress on existing cabling. The District makes no representations that any existing entrance facilities are available. The Service Provider will be responsible for determining at each location the availability or the cost of adding new facilities. Service Provider may schedule site surveys with the District facilities by contacting the IT Manager. In the event that new conduit must be placed, the Service Provider will be responsible for the cost of all work associated with installing its conduit and cable plant to each site's main equipment room.

Connectivity-For terminations, the Service Provider will provide the District with a full-duplex Ethernet handoff with a speed of 1000Mbps or that which is applicable.

Data Flow-The selected Service Provider will provision and guarantee a minimum sustained information rate of the specified bandwidth for each WAN Connection to the hub site.

Monitoring and Alarms-Each of the above referenced data connections will include at a minimum appropriate devices to send alarms to the Service Provider's technical support and the ability to monitor and collect quantitative performance data on each of the offerings. Monitoring and alarms should be 24x7 capable and the Service Provider should have adequate staff to react to alarms on a timely basis as set out in the Service Level Agreement (SLA). The District is requiring a turn-key solution. Service Provider shall be responsible for all interconnection cables, electronic equipment, attenuation devices, conduit entrance facilities, termination equipment, and any other miscellaneous equipment required to deliver a complete system to all District facilities as identified

SERVICE LEVEL AGREEMENT

The District considers both the quality and availability to be critical factors influencing the selection of a Service Provider to provide the network service described in this bid. The District relies heavily upon technology the daily instructional and operational support of its education community. Modern curriculum is designed and implemented around the use and availability of technology in the classroom and schools. Network outage can result in the irreplaceable loss of critical planned instruction time. The District requires the selected Service Provider to provide and maintain the referenced data services on a 24 hour a day, seven day a week basis, including weekends and holidays. Scheduled maintenance is defined as those times that the Service Provider needs to make modifications to the network to ensure delivery of services prior to any service problems. Service Provider will be required to schedule and coordinate maintenance windows so as not to affect normal District operations. Expected uptime for each of the data service types will be equal to or greater than 99.9% on a 24x7 basis average over each seven-day period. Uptime is defined as full usage of the service and at full capacity as stated herein, with the exception of scheduled maintenance. Uptime does not include the operation of the network on a diminished service level on any or all link s due to errors, packet loss or any other factor causing the network to operate in a substandard manner. Any network condition other than uptime is considered a Network Failure. Service Provider response time is defined as the time the Service Provider's qualified technician reports to the appropriate site of the District or location at the outside plant infrastructure, if either of the following events occurs:1) An authorized representative of the District contact the Service Provider's technical services organization to report a problem; or2) The Service Provider, through its monitoring functions, becomes aware of a network failure or potential network failure.

Service Levels- The District's business hours are defined as 7:00 a.m. through 5:00 p.m. Monday through Friday, excluding Federal and California State holidays.

Service Priorities:

Priority 1 – Any network failure of this priority has a critical impact to District operations. Service Provider response time will be no more than two (2) hours and repairs complete within four (4) hours after the initial response. Where network performance is impaired but remaining available, Service Provider response time will be no more than four (4) hours and repairs complete within twenty-four (24) hours after the initial response.

Priority 2 – Any network failure of this priority has an important impact upon District operations. Service Provider response time will be no more than four (4) hours and repairs complete within twenty-four (24) hours after the initial response.

Service Provider response time for any events logged outside of normal business hours will be no more than (2) hours on the next business day. When the Service Provider receives notification of a problem by either of the sources as described in bid, the Service Provider will log the issue including the date and time the issue was first noted, the time the technician was dispatched, time on site, and the time the service is restored to full operation. Service Provider will supply these logs to District upon resolution of each network failure. The Service Provider will be required, at all times, to stock spares of any and all equipment that may be required for replacement in the event of a network outage. The spares will be locally available and deliverable to any site within two (2) hours from the time requested by the technician determining the cause of failure.

Service Provider will guarantee network performance metrics including:

- Packet loss less than 0.1% (<0.1%)
- End-to-end network latency (delay) no more than 0.2 ms
- Jitter less than 0.1% (<0.1%)

Service Provider will identify a technical contact assigned to the District, that will be accessible during normal business hours and a secondary contact for emergency situations and out of hours events. Service Provider will conduct scheduled repairs and upgrades during off hour periods not affecting the District's operation or use of technology in the classrooms. All scheduled repairs will be subject to notification of the District's representative in advance. Service Provider will coordinate all repairs involving access to district facilities in advance with the District's contact and facilities manager. In the event the Service Provider is unable to respond and /or make corrections to the operation of the contracted goods and services to the substantial satisfaction of the District, the Service Provider will immediately make available a supervisor with the authority to obtain the resources required to make such repairs as may be necessary. If the District does not receive a satisfactory resolution of any network system failure within 48 hours the District may exercise its right to penalize and withhold amounts equal to two percent (2%) of the total monthly district-wide service fee for all locations on an hourly basis that network uptime is not restored between the Administration Building and any other location within service priority requirements. If District does not receive a satisfactory resolution of any network service failure within five (5) business days, the District may exercise its right to declare that the Service Provider is in breach of this SLA. In the event that District declares the Service Provider in breach of the SLA agreement, the

District will notify the Service Provider by US Mail or the breach and advise the Service Provider that it has ten (10) business days to resolve the breach. If the Service Provider fails to resolve the breach within ten (10) business days, the District, at its option, may declare the Service Provider in default in whole or in part of the entire SLA agreement and seek whatever legal relief may be available. Termination of service by the Service Provider, for any reason, will require no less than six (6) months notification to enable the District to make other service arrangements. Both parties agree that substantial effort will be required on the District's behalf to seek out, negotiate and install a suitable replacement service in the event of termination of service by the Service Provider. Further, it is agreed by the Service Provider that this termination notice does not in any way change, alter or subjugate any and all remedies that may be legally available to the District.

VII. INSTALLATION/PROJECT MANAGEMENT

The Service Provider shall conduct project meetings at a District location. Service Provider shall include costs for any and all expenses associated with these meetings (e.g. travel, lodging) in the cost of the bid. The Service Provider shall conduct project meetings on an as needed basis. The frequency of these meetings will be monthly at a minimum for the duration of the project, and weekly at a minimum during weeks that include Service Provider work on District sites. The attendance will include, at a minimum, the District's IT Manager, or designee, and the Service Provider IT Manager. The District, through its IT Manager, may request the attendance of any and all members of the proposed system Service Provider staff assigned to the implementation project. The Service Provider shall schedule project meetings in advance and will distribute an agenda mutually agreed upon by District IT Manager and the Service Provider IT Manager. The Service Provider IT Manager shall be responsible for maintaining all records of any and all official project meetings and shall include applicable information in the monthly progress reports.

Project Monthly Status Reports Requirements – Each month, for the life of the project, the Service Provider IT Manager shall submit a progress report such that it is received by the District IT Manager by the tenth (10th) of each month. These progress reports will be used to document a summary of all activities traService Provideriring during the course of the project.

Project Correspondence Requirements – All correspondence, including e-mail and facsimile transmission, from the Service Provider to District shall be logged, dated and numbered in sequence.

VIII. GENERAL REQUIREMENTS

Service Provider shall comply in every way with the requirements of local laws and ordinances, the laws of the State of California and all Federal laws and OSHA regulations.

Service Provider shall coordinate with District or its designated assignee on the proposed placement of its equipment at each sites main equipment room

Service Provider shall obtain written approval from District IT Manager prior to beginning installation work in all District facilities.

Service Provider shall obtain the District's permission before proceeding with any work necessitating cutting into or through any part of building structures such as walls, beams, floors, or ceilings.

Service Provider shall be responsible for and repair all damage to District property caused by NSP employees, subcontractors or agents.

Service Provider shall replace and/or repair any damage, at the Service Provider's expense, that may occur to underground facilities such as sprinkler systems, gas and water lines due to trenching.

Service Provider shall install its equipment in accordance with manufacturer's specifications for the systems.

Service Provider shall provide all screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc., necessary to facilitate the proper installation and support of its fiber-optic distribution system and equipment on District property.

Service Provider shall be responsible for installation of proper grounding require by its systems.

Service Provider must provide as-built drawings in both paper (30"x42" or sized per District approval) and digital media format (Visio format) per District approval). The drawings should show exact routes and locations of all cabling and equipment.

Service Provider shall remove all excess material and debris and return to District site to its original state of cleanliness. The Service Provider shall maintain a work area free of debris and dispose trash on a daily basis.

Service Provider will ensure that all doors on District property are locked upon exit after normal business hours. Doors shall not be propped open at any time. District may require Service Provider personnel to wear distinctive uniforms and/or identification cards while on District property.

District may require that Service Provider conduct and report results of background checks on all Service Provider personnel working on District property.

BID PROPOSAL FORM A

This form is required to be submitted with your bid.

TO: **HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**, a California Unified School District, acting by and through its Board of Education ("District"), 15959 E. Gale Ave., City of Industry, CA 91716

FROM: _____

(Name of Company)

(SPIN NUMBER)

(Address)

(Fed. Tax ID #)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

(Date)

BID Proposal Amount:

The bid proposal must be in ink or typewritten. Write out the total amount of your bid proposal:

Numeric Bid Proposal Amount:

\$ _____

In the event of a conflict between the written and numeric version of the bid proposal, the written will prevail.

BID PROPOSAL FORM B
This form is required to be submitted with your Bid.

CERTIFICATION

I certify that I have read **Bid #2016-17.02 WAN** and the instructions for submitting a bid. I further certify that I must submit **one (1) original clearly marked “Original”, (1) hard copy clearly marked “Copy” and (1) one electronic copy** of the firm’s bid in response to this request and that I am authorized to commit the firm to the bid submitted.

In submitting this bid, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this bid incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued.

The **Addendum Nos.** _____ **received, acknowledged and incorporated into this Bid are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

BID PROPOSAL FORM C
This form is required to be submitted with your bids.

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF _____

I, _____ being first duly sworn, deposes and
(Typed or Printed Name)

I am the _____ of _____, the party
(Title) (Bidder Name)

submitting the foregoing BID (the "bidder"). In connection with the foregoing Bid, the undersigned declares, states and certifies that:

The bid response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

The bid response 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in 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 proposal price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the Bid Response and related documents are true.

The bidder has not, directly or indirectly, submitted the bid proposal 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(_____) _____
(Area Code and Telephone Number)

BID PROPOSAL FORM D
This form is required to be submitted with your bids.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____, the _____ of
(Individual Name) (Title)

(Bidder's Company Name)

declare, state and certify:

1. I am aware that California Labor Code #3700 (a) and (b) 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 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.”

2. I am aware that the provisions of California Labor Code section 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Contract. (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.)

(Bidder's Company Name)

(Typed or Printed Name)

By: _____
(Authorized Signature)

BID PROPOSAL FORM E

This form is required to be submitted with your bid, if applicable.

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Hacienda La Puente Unified School District. Additional numbered pages outlining this portion of the bid may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours following the opening of bids. Subcontractor's name, city of location, and scope of work must be stated on the bid enclosed in the sealed envelope.

Bid Name

SUBCONTRACTORS LIST

All subcontractors in excess of 1/2 of 1% of total bid price must be listed, regardless of tier.

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()

Add additional pages as necessary.

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 20____ in the County of Los Angeles of the State of California, by and between the Hacienda La Puente Unified School District, hereinafter called the “District”, and _____, hereinafter called the “Bidder”.

WITNESSETH that the District and the bidder for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The bidder shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence bidder’s work under the direction of the District and to perform and complete all Work required in connection with BID # **#2016-17.02 WAN; SWITCHED ETHERNET** (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The bidder shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the bidder shall not be excused with respect to any failure to so comply by an act or omission of the Schools and Libraries Division (“SLD”), Federal Communications Commission (“FCC”) or the E-Rate program in general.

ARTICLE 2 - TIME OF COMPLETION: Once the bidder has received a notice to proceed, the bidder shall complete all work for the bidder by July 1, 2017. This shall be called Contract Time. It is expressly understood that time is of the essence. Bidder has thoroughly studied the project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for bidder’s Scope of Work for this Project is adequate for the timely and proper completion of the Project within the Contract Time.

ARTICLE 3 - LIQUIDATED DAMAGES AND BONUS: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the bidder will pay the District the sum of five thousand dollars (\$5,000.00) per calendar day for each and every day of delay attributable to bidder’s delay to complete the Project within the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. Bidder shall reimburse the Licensee for any and all additional costs for interim temporary network services as may arise from such failure to complete the Project within the Contract Time. Such reimbursement shall be made in compliance with all applicable federal, state, and local laws and regulations. In the event Liquidated Damages are not paid, the bidder further agrees that the District may deduct such amount thereof from any money due or that may become due bidder under the Contract. This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the bidder as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in

the Contract Documents, the sum of _____
DOLLARS (\$_____), said sum being the total amount stipulated in the Bid
Response submitted.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the bidder and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the bidder proceeds with a Change in work without an agreement between the District and bidder regarding the cost of a Change Order, the bidder waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Bidder shall defend, indemnify and hold harmless District and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, bidder shall protect and defend, at its own expense, District and its officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, bidder agrees to and does hereby defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of bidder or any person, firm or corporation employed by bidder, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between bidder and bidder's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the bidder (or any person hired or employed directly or indirectly by bidder) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Bidder, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or

satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Bid
Response to Bid
Bid Form A- BID Proposal Amount
Bid Form B- Certification
Bid Form C-Noncollusion Declaration
Bid Form D- Certificate of Workers' Compensation Insurance
Bid Form E- Subcontractors List

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and bidder stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) records of both the District and the bidder shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - BIDDER’S LICENSE: The bidder must possess throughout the Project, the appropriate licenses, issued by the State of California, which must be current and in good standing.
IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Hacienda La Puente Unified School District BIDDER:

By: _____
Typed or Printed Name

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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.

Notary Public in and for said State

(SEAL)

Commission expires:_____

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

INSURANCE REQUIREMENTS FORM

The Bidder shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Bidder shall obtain and maintain the following policies and coverage. The insurance furnished by the bidder shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the bidder and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$1,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the bidder and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Bidder shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the bidder for all coverage until the work is accepted as complete. The District requires the bidder to furnish the District complete, certified copies of all required insurance policies. The bidder shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

(2) For any claims related to the work, the bidder's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Board of Education, the District, their officers, employees, representatives, and agents shall be in excess of the Bidder's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Bidder's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Bidder's liability under the Agreement or Contract.

(3) In the event the bidder does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The bidder shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the bidder, the District may pay for the insurance from Agreement sums otherwise due the bidder.

(4) If the District is damaged by the failure of bidder to provide or maintain the required insurance, the bidder shall pay the District for all such damages.

(5) The bidder's obligations to obtain and maintain all required insurance are non-delegable duties under the Agreement or Contract.

DATE: _____

BIDDER

By: _____

Signature

CERTIFICATION REGARDING BACKGROUND CHECKS

Bidder certifies that it has performed one of the following:

- Pursuant to Education Code Section 45125.1, bidder has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Hacienda La Puente Unified School District, pursuant to the contract/purchase order dated March 13, 2014, 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, bidder 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 Bidder]

By its: _____

ATTACHMENT A:

CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

BID BOND

WHEREAS, _____, as Principal, and _____, as Surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Hacienda La Puente Unified School District ("District"), as Obligee, in the sum of _____ DOLLARS (\$ _____), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **E-rate WAN Switched Ethernet Bid #2016-17.02** as set forth in the Notice Inviting Bids and accompanying Contract Documents.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full 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 notice inviting bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 the Contract of the notice inviting bids, or to the work, or to the specifications.

The bid security will be held by the District for ten (10) days after the period for which bids must be held open or until posting by the successful bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the bid security will be returned.

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

SIGNED AND SEALED, this _____ day of _____, 20____.

Principal

Surety

By: _____
Signature

By: _____
Signature

(SEAL)

(SEAL)

**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS the **HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to _____ (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the **E-rate WAN Switched Ethernet Bid #2016-17.02** (the "Project");

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated _____, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

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, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT** in the sum of _____ dollars, \$ _____, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, 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 no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be

performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligees' rights hereunder. Surety hereby waives notice from the Obligees of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligees' termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligees to the Surety of the Principal's breach or default of the Contract Documents and Obligees' termination of the Contract, the Surety shall notify Obligees in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligees, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligees within the time specified herein, the Obligees may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligees for all damages and costs sustained by the Obligees as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligees upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

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

In the event that suit or other proceeding is brought upon this Bond by the Obligees, the Surety shall pay to the Obligees all costs, expenses and fees incurred by the Obligees in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

WHEREAS, the **HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to _____ (the "Principal") a contract for the Work commonly described as the: **E-rate WAN Switched Ethernet Bid #2016-17.02** (the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated _____, 2015 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 *et seq.*, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto Hacienda La Puente Unified School District, as Obligee, for payment of the penal sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2015 by their duly authorized agents or representatives.

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Area Code and Telephone Number of Surety)

**BID# 2016-17.02
SWITCHED ETHERNET**

SCHEDULE OF EVENTS

Release FCC Form 470 and Issue bid	December 9, 2016
Deadline for written questions regarding bid	January 3, 2017
Responses to questions posted on district website	January 10, 2017
Bid Response Due Date and Opening	January 12, 2017
Board Agenda Item Deadline	January 25, 2017
Notification and Recommendation to Board of Education	February 9, 2017
Award of Contract	Following board approval
Service Period: July 1 st through June 30 th	

*Note: dates are approximate, and may be subject to change due to delays or other unforeseen circumstances. The District will make every effort to maintain the above schedule to the best of its ability.