



**HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**

**RFP 2015-16.13**

**ADDENDUM NO.2**

**March 7, 2016**

**To All Prospective Bidders**

***RFP NO. 2015-16.13 is hereby clarified with the following questions and answers:***

Responses to questions related to this RFP process or the RFP documents that were required to be submitted in writing, via E-mail, no later than 10:00 am on February 25, 2016.

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

Our RFP for rebid of network infrastructure for the Hacienda La Puente Unified School District can be found online at: <http://www.hipschools.org/ncs>

Q - You also state that you require vendors to fill in your proposal forms but there are none provided. Please provide.

A- Please use the attached Bid Form document. Proposers are encouraged to provide additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.

Q- On both the original bid and the updated bid the below statement on the scoring section page 16 is included: 2) 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 Propose has the financial capability to execute the work required for the successful completion of the Project. Detailed design and implementation plan. In this bid, the District did not provide details of the current network, only total port counts and no designs or a breakdown of IDF/MDF locations per school. Is the district only looking for an example of a network design and implementation plan for this requirement?

A- Multiple awards are possible since each of the following services will be evaluated separately on their own merits. Service Providers need to specifically delineate which services they are choosing to bid. Service Providers are NOT required to bid every service to be eligible to participate in this RFP.

Proposers are encouraged to provide additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.

Q- Section VII. General Requirements of the RFP states we are to provide "as-built" drawings in both paper (30x42) and digital media format (visio) showing exact routes and locations of all cabling an equipment. We normally provides an excel report with as built locations, but not drawings. Will Visio drawings of the actual cable routes be required?

A- The Excel report of locations will suffice.

Q - We ruled out site surveys in the last RFP, but need to confirm please, is this in fact a new requirement?

A – Service Providers need to specifically delineate which services they are choosing to bid. Service Providers are NOT required to bid every service to be eligible to participate in this RFP. If applicable and as stated in the RFP, visits to the site of the proposed work and helps vendors 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 Proposer 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 Proposer from obligations with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were misunderstandings with regard to the nature or amount of work to be done.

Q - Prevailing wage is effective per this version. The RFP says the data is on file with the school and available on request. We need this to make sure, our rates are in-line. (see section 10) Please provide this data.

A- The link to the DIR's Director's General Prevailing Wage Determinations is:

<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. If they need a copy then they can email the District and we will go to the link and print a PDF list for them. This list gives them options and answers questions they might have about prevailing wage as well.

Q - Does the standard background checks we perform on all resources, match up with the Education Code Section 45125.1 background check requirements?

A- This is a vendor responsibility. As per the RFP, Proposer must be familiar with, and demonstrate the ability to comply with, all regulation and requirements for the SLD E---Rate program. Proposer 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. Proposer 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.

Q- Section VII. General Requirements – it says service provider shall provide all screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc., to facilitate the proper installation and support of its fiber---optic distribution system and equipment. It was Dell’s understanding that the customer is responsible for cabling and it will be in place prior to Dell services hanging the AP’s and installing the switches. Will the customer provide all this material, or will Dell be responsible to bid this on this version of the RFP?

A – The cabling is already in place.

Q - Are looking for bids on the equipment listed or equivalent, and not just deployment services.

A- Equipment listed or equivalent. The successful Proposer 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 Proposer, regardless if the equipment or service has been specifically itemized in the proposal response. Proposers are encouraged to provide additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.

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Receipt Acknowledgement

Date

**BID FORM**

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

The undersigned, having carefully examined the site and having carefully examined the information for Bidders, Contract Forms, General Conditions and Drawings, prepared by the Hacienda La Puente Unified School District, 15959 East Gale Ave., City of Industry, Ca. 91716, for the following:

**Bid #2015-16.13 Internal Connection Network Equipment and Services**

Hereby proposes to furnish all materials, setup and delivery for the execution and completion of the work, in strict conformance with the specifications and manufacturers installation instructions, including all applicable taxes, permits and licenses.

**Multiple awards are possible since each of the following services will be evaluated separately on their own merits. Service Providers need to specifically delineate which services they are choosing to bid. Service Providers are NOT required to bid every service to be eligible to participate in this RFP.**

	<b>ERATE HARDWARE (DESCRIPTION)</b>	<b>UNIT PRICE</b>
<b>BASE BID 1: GROUP A QTY: 1421</b>	<b>Dell W--□IAP225 802.11AC Wireless Access Point (WAP); Or Equivalent.</b>	
	Networking W--□IAP225, instant AP, 802.11ac, 3x3:3, dual radio, internal integrated antenna, US only version (210--□ABEL) Or Equivalent.	\$
	Dell Hardware Limited Warranty Initial Year (955--□2248) Or Equivalent.	\$
	Dell Hardware Limited Warranty Extended Year(s) (955--□2249) Or Equivalent.	\$
	Extended life warranty. Warranty extends until 5 years after end of product model sales (955--□2253) Or Equivalent.	\$
	Software Upgrades and Entitlements (955--□2257) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (955--□2258) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (955--□2263) Or Equivalent.	\$
	ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 Year (955--□2277) Or Equivalent.	\$
	L PowerConnect W--□IAP Documentation Kit (331--□5447) Or Equivalent.	\$

	Networking W--□AP220--□MNT--□W2, W--□AP220series Mounting Kit(box style), incl. 1 wall/ceiling secure mount cradle(770--□BBCV)Or Equivalent.	\$
<b>BASE BID 2: GROUP B QTY: 36</b>	<b>Dell N4032F Switch; Or Equivalent.</b>	
	Dell Networking N4032F, 24x 10GbE SFP+ Fixed Ports, 1x modular bay, 2x power supplies included. (210--□ABVT) Or Equivalent.	\$
	Dell Hardware Limited Warranty Initial Year (966--□ 6411) Or Equivalent.	\$
	Dell Hardware Limited Warranty Extended Year (966--□6413) Or Equivalent.	\$
	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business DayParts Only (966--□6417) Or Equivalent.	\$
	Software Support, NW, 90 day (966--□6423) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966--□6424) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966--□6432) Or Equivalent.	\$
	ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 year (966--□6484) US Order (332--□ 1286) Or Equivalent.	\$
	Documentation Kit, N4000 Series Switch (340--□ AGNR) Or Equivalent.	\$
	Power Cord, 125V, 15A, 10 feet, NEMA 5--□15/C13 (450--□AAFH), 2 per switch Or Equivalent.	\$
		\$
<b>BASE BID 3: GROUP C QTY: 354</b>	<b>Dell N2048 Switch; Or Equivalent.</b>	
	Dell Networking N2048P, L2, POE+, 48x 1 GbE + 2x 10 GbE SFP+ fixed ports, stacking, IP to PSU air, AC (210--□ABNY) Or Equivalent.	\$
	Dell Hardware Limited Warranty Initial Year (966--□3149) Or Equivalent.	\$
	Dell Hardware Limited Warranty Extended Year (966--□3150) Or Equivalent.	\$
	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business DayParts Only (966--□3154) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966--□3157) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966--□3161) Or Equivalent.	\$
	ProSupport: 7X24 HW/SW Tech Support and Assistance, 5 Year (966--□3186) US Order (332--□	\$

	1286) Or Equivalent.	
	Dell Networking N2000/3000 Series User Guide (343--□BBBQ) Or Equivalent.	\$
	Dell Networking MPS 1000 External Power Supply (331--□2439) Or Equivalent.	\$
	PowerCord, 125V, 13A, 6 feet, C15 to NEMA 5--□15P (450--□ADYH) Or Equivalent.	\$
	Dell Networking, Transceiver, SFP+, 10 GbE, SR, 850nm Wavelength, 300m Reach (407--□BBEF), 2 per switch Or Equivalent.	\$
<b>BASE BID 4: GROUP D QTY: 5</b>	<b>Dell W--□7210 Wireless Network Controller; Or Equivalent.</b>	
	Networking W--□7210, AC version (incl 1x350W PSU), up to 512 APs, 4x10GBase--□X (SFP+), US version (210--□AAPN) Or Equivalent.	\$
	Dell Hardware Limited Warranty Initial Year (972--□8875) Or Equivalent.	\$
	Dell Hardware Limited Warranty Extended (972--□8876) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (972--□8925) Or Equivalent.	\$
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (972--□8929) Or Equivalent.	\$
	ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 year (972--□8940) Or Equivalent.	\$
	Software Upgrades and Entitlements (972--□9123) Or Equivalent.	\$
	PowerConnect, W--□AP, 128 Access Point License (421--□3452) Or Equivalent.	\$
	PowerConnect, W--□AP, Wireless Intrusion Protection and RF Protect Module, 128 AP license (421--□3480) Or Equivalent.	\$
	PowerConnect, W--□AP, Policy Enforcement Firewall, 128 AP license (421--□3469) Or Equivalent.	\$

TIME FOR PROJECT COMPLETION: All items purchased under this bid must be delivered and setup within a period of 60 consecutive calendar days commencing from date of receipt, by vendor, of Purchase Order(s) BUT items are not to be delivered prior to July 1, 2016 and no later than July 5, 2016. All setup of the equipment must be concluded NO LATER THAN August 5, 2016.

If written notice of the Award of Bid is mailed or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing or delivering such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed or delivered:

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Our Public Liability and Property Damage Insurance is placed with:

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Our Worker's Compensation Insurance is placed with:

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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

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

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

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

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered non-responsive and shall be rejected. Any bid not containing the above information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by Bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in The undersigned declares under penalty of perjury under the laws of the State of California that the Representations made in this bid are true and correct.

Print or type name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

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

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

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

Class and Expiration Date \_\_\_\_\_

State of Incorporation, if applicable \_\_\_\_\_



**PROPOSAL FORM B**  
**This form is required to be submitted with your Proposal.**

**CERTIFICATION**

I certify that I have read **Request for Proposals ##2015-16.13** and the instructions for submitting an RFP. 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 proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposals, 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 Request for Proposals 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 Request for Proposals 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:

**PROPOSAL FORM C**  
**This form is required to be submitted with your Proposals.**

**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) (Proposer Name)

submitting the foregoing Request for Proposals (the "Proposer"). In connection with the foregoing Request for Proposal, the undersigned declares, states and certifies that:

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

The RFP Response is genuine and not collusive or sham.

The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal, or to refrain from proposing.

The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or that of any other Proposer, 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 RFP Response and related documents are true.

The Proposer has not, directly or indirectly, submitted the 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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)

**PROPOSAL FORM D**  
**This form is required to be submitted with your Proposals.**

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_, the \_\_\_\_\_ of  
(Individual Name) (Title)

\_\_\_\_\_  
(Proposer'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.)

\_\_\_\_\_  
(Proposer's Company Name)

\_\_\_\_\_  
(Typed or Printed Name)

By: \_\_\_\_\_  
(Authorized Signature)

**PROPOSAL FORM E**

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

**SUBCONTRACTORS LIST**

The following is a list of the subcontractors that will be used in the work if the Proposer 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 Proposal 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 Proposals. Subcontractor’s name, city of location, and scope of work must be stated on the Proposal enclosed in the sealed envelope.

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Proposer Name

**SUBCONTRACTORS LIST**

**All subcontractors in excess of ½ of 1% of total Proposal 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 “Proposer”.

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

**ARTICLE I - SCOPE OF WORK:** The Proposer shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence Proposer’s work under the direction of the District and to perform and complete all Work required in connection with RFP # **#2015-16.13; INTERNAL CONNECTION NETWORK EQUIPMENT AND SERVICES** (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Proposer shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Proposer 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 Proposer has received a notice to proceed, the all items purchased under this bid must be delivered and setup within a period of 60 consecutive calendar days commencing from date of receipt, by vendor, of Purchase Order(s) BUT items are not to be delivered prior to July 1, 2016 and no later than July 5, 2016. All setup of the equipment must be concluded NO LATER THAN August 5, 2016.

This shall be called Contract Time. It is expressly understood that time is of the essence. Proposer has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for Proposer’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 Proposer 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 Proposer’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. In the event Liquidated Damages are not paid, the Proposer further agrees that the District may deduct such amount thereof from any money due or that may become due Proposer 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 Proposer 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 RFP 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 Proposer and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Proposer proceeds with a Change in work without an agreement between the District and Proposer regarding the cost of a Change Order, the Proposer waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Proposer 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, Proposer 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, Proposer 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 Proposer or any person, firm or corporation employed by Proposer, 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 Proposer and Proposer's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Proposer (or any person hired or employed directly or indirectly by Proposer) 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.

Proposer, 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:

Request for Proposal  
Response to Request for Proposal  
Proposal Form A- RFP Proposal Amount  
Proposal Form B- Certification  
Proposal Form C-Noncollusion Declaration  
Proposal Form D- Certificate of Workers' Compensation Insurance  
Proposal 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 Proposer 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.)







## INSURANCE REQUIREMENTS FORM

The Proposer 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. Proposer shall obtain and maintain the following policies and coverage. The insurance furnished by the Proposer 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 Proposer 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 Proposer 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. Proposer 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 Proposer for all coverage until the work is accepted as complete. The District requires the Proposer to furnish the District complete, certified copies of all required insurance policies. The Proposer 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 Proposer'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 Proposer'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 Proposer's liability.

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

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

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

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

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

\_\_\_\_\_  
PROPOSER

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

**CERTIFICATION REGARDING BACKGROUND CHECKS**

Proposer certifies that it has performed one of the following:

- Pursuant to Education Code Section 45125.1, Proposer 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, Proposer 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 Proposer]

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

**ATTACHMENT A:**

**CERTIFICATION REGARDING BACKGROUND CHECKS**

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

