



**Hacienda La Puente Unified School District**

**Request for Proposal**

**2024-25.RFP01**

**Lit Fiber Wide Area Networking with Resilient Design AND**

**Internet Access Service**

**Issue Date: December 18, 2024**

**Proposal Submittal Date/Time: 4:00 p.m. on January 17, 2025**

**NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that the Hacienda La Puente Unified School District (“District”) will receive bids/proposals up to, but not later than **4:00 PM on JANUARY 17, 2025** sealed bids for the award of a contract for:

**2024-25.RFP01**

**Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service**

Bids shall be received in the Purchasing Department at 15959 E. Gale Ave., City of Industry, 91745, and shall be opened and publicly read aloud at the above stated time and place. Responses must be sealed and clearly marked “Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service” Facsimile copies of the bid will not be accepted.

Each bid must conform and be responsive to this notice and all other documents comprising the bid and contract documents. Interested parties can obtain copies of the solicitation from the District website at <https://www.hlpusd.org/district/business-services-division/purchasing-warehouse>, questions regarding this solicitation should be directed via email only to Joel Duarte, Director of Purchasing and Warehouse at [jduarte@hlpusd.org](mailto:jduarte@hlpusd.org).

All forms must be completed, signed, and returned with the bid. No bidder may withdraw its bid for a period of one hundred eighty (180) calendar days after the date set for the receipt of bids.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process.

*Signed:* Joel Duarte, Director of Purchasing and Warehouse  
HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
15959 E. Gale Ave., City of Industry, CA, 91745

# HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

<p style="text-align: center;"><b>Request for Proposal Number RFP # 2024-25.RFP01</b> <b>Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service</b></p>
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## I. NOTICE OF REQUEST FOR PROPOSALS

The Hacienda La Puente Unified School District, hereafter referred to as the “District”, is seeking and will receive sealed Proposals from interested and qualified vendors, hereafter referred to as “Proposer(s) or Bidder(s)” to provide wide area networking services and/or internet access services.

## II. INSTRUCTIONS FOR PROPOSALS

### A. RFP Documents

Complete RFP documents can be found on the Hacienda La Puente Unified School District website at <https://www.hlpusd.org/district/business-services-division/purchasing-warehouse>. Any addenda issued will be posted in this same location, it shall be the responsibility of the proposer to check for any addenda issued. Questions regarding this solicitation should be directed via email only to Joel Duarte, Director of Purchasing and Warehouse at [jduarte@hlpusd.org](mailto:jduarte@hlpusd.org).

### B. Due Date & Opening

The due date for this RFP is **January 17, 2025 at 4:00 pm**. Extensions to the due date shall only be made via an addendum. Proposals received after the due date may be deemed nonresponsive and returned to the proposer unopened. For the purposes of this proposal the official time shall be that in the District’s Purchasing office. Proposals will be publicly opened at the District Office, immediately following this submission time.

### C. Format

Proposals shall be submitted in a sealed envelope/package marked on the outside with the the vendor’s name, Service Provider Identification Number (SPIN), the RFP number and RFP title. Included in the package should be one (1) original hard copy clearly marked “Original”, one (1) hard copy clearly marked “Copy” and one (1) electronic copy on CD or USB Storage Device. Proposals sent by e-mail or facsimile will not be accepted.

### D. Location

Proposals can be mailed or hand delivered to the District office, mailed proposals shall be addressed to:

Hacienda La Puente Unified School District  
Purchasing Department  
Attn: Joel Duarte  
15959 E. Gale Ave.  
City of Industry, CA 91745

The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. Hand delivered proposals can be delivered to the address above. Proposers shall be mindful that the Hacienda La Puente Unified School District office is located on an expansive site, Proposers are advised to arrive early and allow ample time to locate the Purchasing Department. Past visitors should be aware that the Purchasing Department has moved within the District Office and may not be housed in a location you've previously visited.

**E. Proposer Questions & Clarifications**

Any questions, clarifications or requests for information pertaining to this RFP process, the RFP documents or the specifications are to be directed **via e-mail only** to Joel Duarte, Director of Purchasing & Warehouse at [jduarte@hlpusd.org](mailto:jduarte@hlpusd.org). Questions must be received by 10:00 a.m. January 3, 2025. The District shall not be required to answer any questions received after the specified deadline or any questions not submitted in a manner other than instructed herein. To ensure equal and identical information is distributed, proposers are instructed to not contact anyone else in the District with regard to this solicitation, except as provided in these RFP documents. Failure to adhere to this provision may be grounds for disqualification of consideration.

**F. E-Rate**

This 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 Proposers must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to proposals and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Proposers must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with its proposal.

If an E-Rate funding request resulting from this procurement is denied by USAC/SLD, the Contract, with respect to such services, shall terminate immediately unless the District provides written notice to the Proposer 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.

**G. Addenda**

As a result of questions submitted, clarifications needed or in the event that the District desires to modify, elaborate, add, revise, delete, or change in any way the specifications or requirements of any part of this RFP solicitation the District will issue a written addendum. All addenda issued will be posted on the District website and will become part of the RFP documents. The burden shall be on the proposer to check for addenda or contact the District Purchasing Department to find out if any have been issued. Acknowledgement of any addenda will be a requirement of submitting a proposal.

#### H. Bid Security

Proposals must be accompanied by a certified check, cashier's check, or Bidder's bond (executed by the Proposer 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 Proposer shall execute the Contract, submit the insurance certificates and endorsements and any other documentation as required herein within ten (10) calendar days after notification of the award of the Contract or issuance of the contract to the proposer, whichever is later. Failure to provide the required documents may result in forfeiture of the Proposer's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Proposer, or may call for new bids. The District may, at their sole discretion, extend the ten (10) day window for the Contractor to submit documents required

#### I. Withdrawal of Proposal

Prior to the due date, a Proposer may withdraw their submission by means of a written request the District contact, said request must be signed by the Proposer or its properly authorized representative.

#### J. Offer Period

Proposals 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 Proposals. The withdrawal period can be extended beyond the 180 calendar days with the written approval of the Proposer. Proposals 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 Proposal must be honored throughout the proposal process and throughout the course of the Project contract.

#### K. Award of RFP: Public Contract Code 20118.2

The award will comply with the Public Contract Code 20118.2 and E-Rate requirements which allow the District to select the most qualified Proposer(s) whose proposal meets the evaluation standards determined by the District and will be the most advantageous to the District, with price as the highest weighted factor and all other factors considered, or to reject all responses to the Request for Proposals, 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 RFP, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. The successful Proposer will be notified in the event of an award. All Proposers 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. By submitting a Proposal, the Proposer certifies that it is willing and able to provide any and all services proposed, even if only a portion of the services and materials are required by the District.

L. District's Discretion to Reject Proposals

Hacienda La Puente Unified School District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process. The District will identify the most advantageous Proposer(s), based on the requirements set forth in this RFP and the District's needs, to be determined at the sole discretion of the District, including price, quality of the Proposals, the Proposer's reputation, and prior experience. 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.

M. Protest

Any Proposer who submitted a Proposal to the District may file a protest provided that each and all of the following are complied with:

- i. The protest is in writing;
- ii. The protest is received by the District's Director of Purchasing and Warehouse not more than three (3) calendar days following the date of the District's "Notice of Intent" of the apparent lowest responsible Proposer;
- iii. 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 Proposer 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 Proposer 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 Proposer.

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 Proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a Proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive and compliant with all applicable regulations.

**N. Contract Period**

The District desires a Contract duration of three (3) years , beginning on July 1, 2025 and ending on June 30, 2028, with the District’s option to extend for two (2) additional one (1) year terms. Proposers shall include this desired term in their proposed contract. All Proposers must consider the timeframe between submission of proposal and the projected Project start date when submitting a proposal for the Projects. All Proposers shall be required to honor their proposals from the date of submission up through the Notice to Proceed and throughout the Project. Thus, all proposals must consider the schedule and projected start date of the Project when preparing and submitting proposal prices. Further, the proposal bond provided by the Proposer must remain in full force and effect regardless of the timeframe between submission of the proposal and the District’s issuance of a Notice of Proceed for the Project.

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

Proposers are advised, E-Rate funding may be a condition precedent to the effectiveness of any agreement formed pursuant to this RFP. If for some reason USAC – SLD does not approve funds for E-Rate Funding Year 2025, all Proposals and agreements will be null and void, and the District may reject all Proposals, unless agreed upon by both parties in a written addendum.

**O. Proposer Assurances**

Prior to submitting a response, the Proposer shall ensure that they fully understand the proposed work, have become fully acquainted with the conditions of the contract and proposal documents including any addenda issued and any other documents included or referenced in this solicitation. In the event that additional information is required, including clarification on discrepancies and/or omissions in the RFP document, the Proposer shall notify the District per the Proposer Questions & Clarifications section of this proposal. 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 any misunderstandings with regard to the nature or amount of work to be done. Any interpretation of the Contract Documents will be made only by written addenda duly issued per the terms of this RFP. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Documents to any Proposer, and no Proposer should rely on any such oral interpretation. Proposals shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

**P. RFP Costs**

Hacienda La Puente Unified School District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with award of contract.

**Q. Best Value Evaluation Process (Scoring Criteria)**

Pursuant to Public Contract Code section 20118.2, the District will review all proposals based on the factors described herein and the District's needs to select the proposal(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 proposal. At District's discretion, the District will consider the following criteria 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 Proposer 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 Proposer'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. Proposer should have local resources and employees that allow for quick response to district needs during and after the implementation. [Max. of 15pts.]

**R. Forms/Documents to be Submitted with Proposal.** Proposer shall complete and submit the original copies of the following forms/documents with its Proposal:

- Proposal Form A- RFP Proposal Amount
- Proposal Form B- Certification
- Proposal Form C-Non-collusion Declaration
- Proposal Form D- Certificate of Workers' Compensation Insurance
- Proposal Form E- Subcontractors List
- Proposal Form F- Insurance Requirements
- Proposal Form G- Background Checks
- Proposal Form H- Certification Regarding Debarment
- Bid Bond

### III. GENERAL CONDITIONS

#### A. Conflict of Interest

By submitting a proposal, Proposer 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 Proposals. If such conflict exists, the Proposer will notify the District in writing prior to, or with the submission of, its Proposals.

#### B. Indemnification

Proposer 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 Proposer, including any action, claim or audit initiated by the Universal Service Administrative Company or the Federal Communications Commission.

#### C. Insurance

If the Proposer is awarded a contract as a result of this RFP they agree to adhere to the Insurance requirements contained in INSURANCE REQUIREMENTS FORM, attached to this RFP and made apart hereof.

#### D. Additional Bonds

The awarded Contractor is required to provide full and complete point to point service. If, in order to provide said service, the Contractor must undertake a project(s) falling under the Public Contract Code Sections 20111 and 22002, and the cumulative project(s) is \$25,000 or greater, the Contractor shall first provide the District with (i) a payment bond and (ii) a performance bond for one hundred percent (100%) of the project amount. Prior to starting work the Contractor shall provide the District with the nature of work and the estimated cost, the Contractor shall furnish the payment and performance bonds using the templates provided in this RFP.

#### E. 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 Proposer 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 Proposer agrees to require like compliance by any subcontractors employed as a result of work from this proposal.

#### F. 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 Proposer 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 Proposer's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractor under such Proposer, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

#### G. Warranty

The Proposer 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 RFP. 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 Proposers 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, Proposer 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. Proposer shall notify District upon completion of repairs.

In the event of failure of Proposer 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 Proposer 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 Proposer notice. If the Proposer 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 Proposer. Such action by the District will not relieve the Proposer of the guarantee provided in this Article or elsewhere in the Contract or this RFP.

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. Proposer shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

#### H. Fingerprinting

If applicable, Proposer 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, Proposer shall conduct criminal background checks of all employees of Proposer 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, Proposer must provide the District with a list of all employees providing services pursuant to the contract and this RFP with the District, and designate which sites such employees will be assigned. In performing the services set forth in this RFP, Proposer 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 Proposer's employees will have only "limited contact" with pupils.

#### I. Proposers Interested in Submitting More Than One Bid and Proposers Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work. A person, firm, or corporation that has submitted a sub-proposal to a Proposer, or that has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or making a prime proposal. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm, or corporation shall be determined to be nonresponsive.

#### J. Listing Subcontractors

Each Proposer shall submit in its bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.). Contractor shall provide the address, phone number, and license number of each listed subcontractor. Forms for this purpose are furnished with the Contract Documents.

K. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with District the following certificate prior to performing the work under this Contract:

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

The form of such certificate is included as part of the Proposal Documents.

L. Contractor's License and Certifications

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Proposers must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Proposers shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Proposer and each of the Proposer's subcontractors, before awarding the Contract. No Contractor or Subcontractor may be listed on a bid proposal for a public works project or perform work on a public works contract unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5.

Proposer must have all certifications and/or factory authorizations required for the project prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document. Subcontractors must have all certifications and/or factory authorizations required for each specialty subcontract prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document.

M. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400, in any case where the District has requested a proposal for specific manufacturer or product, materials, equipment, supplies, goods, etc., except where the District has established a standard that has been approved by the Governing Board, "or equal" items will be considered. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the

substituted item, product or work. Substantiating data shall include a signed affidavit from the Proposer stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. After reviewing the request, the District has the right to reject any or all requests for substitutions of equipment, materials, products, things, or services other than what is specified in the bid documents if the District determines that such substitutions are not equal to the equipment, materials, products, things, or services set forth in the Bid.

**N. Debarment of Contractors and Subcontractors**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**O. Public Records**

All documents included in the bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Proposer that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Proposer or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code § 6250 et seq.

**P. Drug-Free Workplace Certification**

In accordance with the Drug Free Workplace Act of 1990 and California Government Code § 8350 et seq., the successful Proposer will be required to execute a Drug-Free Workplace Certification concurrently with execution of the Agreement. The successful Proposer will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Proposer to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Proposer.

Q. Withheld Contract Funds

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 Proposer, 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 Proposer. Upon satisfactory completion of the contract, the securities shall be returned to the Proposer.

R. Record Audit and Document Retention

In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) records of both the District and the Proposer 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.

In accordance with FCC requirements, all applicants and service providers are required to retain receipt and delivery records relating to pre-bidding, bidding, contracts, application process, invoices, provision of services, and other matters relating to the administration of universal service for a period of at least 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. The current document retention requirement became effective upon announcement in the [Federal Register](#) on November 20, 2014. The suggested list of documents to be retained can be found in paragraphs 45-50 in the FCC's 5th Report and Order ([FCC 04-190](#)). For example, if a service provider provides recurring internet access to an applicant for Funding Year 2025 (July 1, 2025 - June 30, 2026), both the applicant and the service provider must retain all records on this transaction until at least June 30, 2036.

S. Early Termination

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the Governing Board of the District fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the District may, upon thirty (30) days' notice, order work on the Project to cease. The District will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

T. 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:

- i. 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.
- ii. 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.
- iii. 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.

**U. Disabled Veteran Business, Women & Minority Owned Enterprises**

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is not required for this project. However, minority, women and disabled veteran contractors are highly encouraged to submit bids on this project, both as general and/or subcontractors for the project. The District strives for maximum participation and opportunity for these business entities.

**IV. MINIMUM BIDDER REQUIREMENTS**

Because service(s) specified in this 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. Bids 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. Provide references of a minimum of three (3) other customers, one (1) of which should be a School District, involving the bidder'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.

Bidder must include a contract 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, including providing applicable discounts directly to District invoices and submitting reimbursement requests to USAC via the Form 474 Service Provider Invoice (SPI) process. 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 discounts and will not issue any additional payment if the Service Provider bidder fails to receive E-Rate discounts.

## V. PROPOSAL SUBMISSION FORMAT

Each Proposal should include the following items. These items shall include and incorporate statements and evidence showing that the Proposer meets the minimum bidder requirements as outlined above and all requirements set forth throughout this RFP. These items shall be used, at the District's discretion, to assess the Proposers during the Evaluation Process pursuant to Public Contract Code section 20118.2.

- A. **Cover Letter** - Include a cover letter with a brief description of the Proposer's business structure and statement of interest. The letter should acknowledge all addenda issued. The Cover Letter should include any information the proposer claims is confidential. A blanket statement calling the entire submission confidential shall not be allowed. Proposers shall be aware that proposals requesting language changes that deviate from intent of the District's desired agreement may, at the sole discretion of the District, be deemed nonresponsive.
- B. **Signed Proposal Forms A-H**
- C. **Description of Proposer'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 Proposer shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- D. **Proposers 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. Proposer must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The Proposer 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 Proposer shall include information and documents that evidence all licenses and certifications held by the Proposer.

Each Proposer, as part of their Proposals 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.

- E. **Capacity and Methodology** – Describe how the Proposer will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines.

- F. **Experience and References** – Description of past performances of similar service and related experience. The Proposer 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.
- G. **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- H. **Fiscal Stability** – Provide documentation showing Proposer’s financial status which may include the most recent audited financial statement.
- I. **List All Active License No.(s).**
- J. **Insurance** - Provide any and all applicable certificates showing the type and amount of insurance Proposer holds and will maintain throughout the course of the Project. Proposer 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.
- K. **Additional Information** - Proposers are encouraged to provide any additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.
- L. **Pricing** – Proposers must provide the costs and prices for all services required by this RFP and a total cost for all services as set forth in Proposal Form A, below. All prices and the total proposal price, shall be valid upon submission of a proposal and shall be honored throughout the term of the Project Contract.
- M. **Contract** – Proposers must provide the Contract template that will be used if they are to be awarded an agreement. The Contract shall include the District’s desired provisions and shall incorporate this RFP, any addenda issued and the Proposer’s submission as part of the agreement. Include an exhibit to their proposal that summarizes and explains any provisions in the Proposer’s Contract that conflicts with any language in the RFP. Proposers shall be aware that if, in the view of the District, the provisions of their Contract deviate from the intent and desire of the District and this RFP or do not adequately protect the District, the District may deem their Proposal nonresponsive. During Contract negotiation the District shall have the right to add, remove and or modify provisions of this RFP.

## VI. SCOPE OF WORK

Bidder shall provide the following services. Bidders may bid on any or all of the specification sections A. B. C. and/or D. Bidders must confirm the ability to provide the appropriate 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. Throughout the term of the contract, the bidder will monitor 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.

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.

### **Current Environment**

HLPUSD existing WAN is configured as a hub and spoke topology comprised of 10Gb fiber point to point links between all remote sites and the District Office hub. The district currently has a 10Gb Internet connection with our current Internet Service Provider. The current fiber WAN infrastructure is not able to Load Balance for HLPUSD's strategic endeavors of supporting High Achievement for ALL Learners in a multi-media digital environment to support HLPUSD 21st Century Learning and Collaboration. HLPUSD requires reliable connectivity services that are always available and scalable in bandwidth to support the student learning experience of receiving rich digital content, tailored to their students' unique needs, abilities, and interests in a technology rich device environment.

HLPUSD would like to explore a WAN and Internet connection for Load Balancing and resiliency with a dual hub and spoke design, utilizing the District Office and La Puente High School as the two hubs for all remote sites. Each remote site would require connections to both the District Office and La Puente High School for the purpose of load balancing network traffic and resiliency, managing throughput by distributing traffic from remote sites across the two hubs. The district would also require a direct 10Gb connection between the District Office and La Puente High School to complete the dual hub and spoke design providing the site with adequate resiliency for site communication in support of student and staff services.

## Purpose

HLPUSD's current single hub and spoke topology design has proven to cause bottlenecks and other performance issues, impacting student learning, testing, and overall experience. With this RFP, the District would like to explore technology options to improve performance, therefore we request proposals for the following configuration options:

- A. **Single Hub and Spoke WAN topology:** 10Gb fiber point to point links, scalable to 20Gb, between all remote sites and the District Office Hub.
- B. **Resilient Hub and Spoke Wan topology:** 10Gb fiber point to point links, scalable to 20Gb, between remote sites and two Hubs: one at the District Office and one at La Puente High School.
- C. **Single Internet Access:** 10Gb dedicated Internet access service, scalable to 20Gb, to the District Office Wan Hub.
- D. **Resilient Internet Access:** 10Gb dedicated Internet access service, scalable to 20Gb, to two distinct locations: the District Office Wan Hub and the La Puente High School Hub.

## WIDE AREA NETWORKING (WAN) Specifications

This Bid requests turnkey installation and fully managed (non-shared) Switched Ethernet, Leased Lit Fiber or Equivalent, comprised primarily of Gigabit connections and other connectivity services. This service shall provide Switched fiber Ethernet, Leased Lit Fiber or Equivalent 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 district will consider proposals that include resilient network designs. The district will select the network proposal that best meets district needs.

The Switched fiber Ethernet, Leased Lit Fiber or Equivalent 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.

**Option A (Single):** 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.

**Option B (Resilient):** 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 second NDC will be located at La Puente High School (15615 Nelson Ave, La Puente, California 91744). This should include a dedicated connection between each remote site and these two hubs (DO/LPHS).

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 shall provide both narrative and diagram for the proposed solution. Bidders may schedule an optional job walk 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 Switched fiber Ethernet, Leased Lit Fiber or Equivalent 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 Switched fiber Ethernet, Leased Lit Fiber or Equivalent 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 Switched fiber Ethernet, Leased Lit Fiber or Equivalent 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.

There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.

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:

- 10 Gb of bandwidth
- 20 Gb of bandwidth
- Other options at discretion of vendor

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 Switched fiber Ethernet, Leased Lit Fiber or Equivalent 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 9500, Cisco Catalyst 3750, Dell Edge S4048 or similar equipment. This Bid offer requests Switched fiber Ethernet, Leased Lit Fiber or Equivalent services to be provided to the following District locations:

<u>Site Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone Number</u>
Amar Children’s Center	1000 N. California Ave	La Puente	91744	626-933-7106
Baldwin Academy	1616 Griffith Ave	La Puente	91744	626-933-1400
Bixby Administration	16446 Wedgeworth Drive	Hacienda Heights	91745	626-933-1410
California Elementary School	1111 California Ave	La Puente	91744	626-933-1420
Cedarlane Academy	16333 Cedarlane Dr	Hacienda Hts	91745	626-933-1300
Del Valle Administration	801 Del Valley Avenue	La Puente	91744	626-933-1430
Dibble Campus	1600 Pontenova Ave	Hacienda Heights	91745	626-933-8305
Fairgrove Academy	15540 Fairgrove Ave	La Puente	91744	626-933-1380
Grandview College Prep Academy K-8	795 Grandview Ln	La Puente	91744	626-855-3820
Grazide Elementary School	2850 Leopold Ave	Hacienda Hts	91745	626-933-1450
Hacienda District Office	15959 East Gale Avenue	Industry	91745	626-933-1000
Kwis Elementary School	1925 Kwis Ave	Hacienda Hts	91745	626-933-1460
La Puente High School	15615 Nelson Ave	La Puente	91744	626-336-1241
Lassalette Middle School	14333 Lassalette St	La Puente	91744	626-933-1470
Los Altos Elementary School	15565 Los Altos Dr	Hacienda Hts	91745	626-933-1480
Los Altos High School	15325 Los Robles Ave	Hacienda Hts	91745	626-333-4515
Los Molinos Elementary School	3112 Las Marias Ave	Hacienda Hts	91745	626-933-1490
Los Robles Administration	1530 Ridley Avenue	Hacienda Heights	91745	626-933-1500
Mesa Robles School	16060 Mesa Robles Dr	Hacienda Hts	91745	626-933-1320
Nelson Elementary School	330 California Ave	La Puente	91744	626-933-1510
Newton Middle School	15616 Newton St	Hacienda Hts	91745	626-933-1330
Orange Grove Inter School	14505 Orange Grove Ave	Hacienda Hts	91745	626-933-1340
Palm Canyon	15151 Palm Ave	Hacienda Heights	91745	626-933-6507
Palm Elementary School	14740 Palm Ave	Hacienda Hts	91745	626-933-1520
Puente Hills High School	15430 Shadybend Dr	Hacienda Hts	91745	626-933-1530
Sierra Vista Middle School	15801 Sierra Vista Ct	La Puente	91744	626-933-1350
Sparks Elementary School	15151 Temple Ave	La Puente	91744	626-933-1540
Sparks Middle School	15100 Giordano St	La Puente	91744	626-933-1360
Sunset Administration	800 Tonopah Avenue	La Puente	91744	626-933-1550
Temple Administration	635 N California Avenue	La Puente	91744	626-933-1560
Valinda School Of Academics	1030 Indian Summer Ave	La Puente	91744	626-933-1570

Valley Alternative School	15430 Shadybend Dr	Hacienda Heights	91745	626-933-3400
Wedgeworth Elementary School	16949 Wedgeworth Dr	Hacienda Hts	91745	562-933-1580
Willow Campus	14101 E. Nelson Ave	La Puente,	91746	626-934-2801
Wilson High School	16455 Wedgeworth Dr	Hacienda Hts	91745	626-330-0621
Wing Lane Elementary School	16605 Wing Ln	La Puente	91744	626-933-1590
Workman Elementary School	16000 Workman St	La Puente	91744	626-933-1600
Workman High School	16303 Temple Ave	City Of Industry	91744	626-855-3900

**Option B (Resilient):** Additional to the above locations the district will require a direct 10Gb connection between the District Office and La Puente High School to complete the dual hub and spoke design providing the site with adequate resiliency for site communication in support of student and staff services.

**INTERNET ACCESS (IA) Specifications**

The Hacienda La Puente Unified School District (District) is seeking proposals from qualified Tier-1 Internet Service Providers (ISP) for the implementation, operation, maintenance and support of a dedicated Internet access services at the following locations:

**Option C (Single):**

- District Office (15959 East Gale Avenue, City of Industry, California 91745)

**Option D (Resilient):**

- District Office (15959 East Gale Avenue, City of Industry, California 91745)
- La Puente High School (15615 Nelson Ave, La Puente, California 91744)

The connections at the District Office (DO) and La Puente High School (LPHS) must be sourced from two unique service locations, to provide resiliency for the district Internet service. These two locations will be used to load balance traffic from all school and administrative sites.

The District has been a user of such services for many years. The rapid growth of use and content, as well as the dependence upon various forms of reliable and isochronous Internet communication by students, teacher, staff, administration and the education community maintains the demand for responsiveness and availability on 24 hours per day, 7 days per week throughout the year.

Proposer should provide quotes for the minimum bandwidth of 10Gb and upgrades up to 20Gb, with the options delineated. For example, the district would like incremental bandwidth options with pricing if we choose to upgrade during the term of the contract. The district understands that upgrades to network switches, firewall and filter and other hardware may be required for service increases beyond 10Gb.

The service proposal must include any necessary or optional equipment, communications facilities, third-party communications services, configuration and installation services, or connectivity to provide and maintain a dedicated turnkey Internet access solution. All such equipment, facilities and services must not be dependent upon like or other equipment, facilities or services currently existing

at or in use by the District except as outlined in this document. However, it is required that any and all solution components be interoperable with existing District network services, connections and configurations at their point of connection or influence.

The District has been a user Internet services several years and currently operates the following class C address space allocated from their respective ISP's. The district will require a minimum of three /24 address spaces and must work with LACOE to provide secure VPN access to required resources.

#### IP Address Space

198.188.160.0/24    198.188.161.0/24    198.188.162.0/24    198.188.190.0/24  
198.188.191.240/28    156.3.9.0/24 (LACOE Specific)

The proposal will provide for all of the necessary startup, operational, monitoring, maintenance and support requirements in managing, from startup, a turn-key Internet access solution complimentary to the current and existing operation of the District's communication network. As part of this turnkey solution, ISP to perform all provisioning, procurement and configuration functions relative to satisfactory operation of the solution according to District specifications.

#### Operational Requirements/Service Levels

The desired Internet Access/Port Service shall be a tier-1, non-metered dedicated line service supporting high-speed Internet access with following required parameters:

Minimum average availability(contiguous 7-day period): 99.9%

Minimum available bandwidth: 10Gb

Minimum burstable bandwidth: 500 Mb/s

Maximum latency: 5ms between customer access point and ISPs Internet access point.

#### Video support:

Must be able to support and sustain isochronous transmission streaming media with a minimum sustained bit-rate of 5.0 Mb/s between customer network access point and ISP's Internet access point using standard and accepted quality of service protocols and methods.

Availability: 24 hours per day, 7 days per week, All year.

Customer Interface (hand-off): 10 Gigabit, prefer fiber handoff (full-duplex)

External Dynamic Routing: BGP with full Internet routes

Internal Dynamic Routing: BGP, OSPF and static

Monitoring: Internet port and access monitoring 24 hours x 7 days x 366 days per year. ISP must provide District with secured web access to basic monitoring functions and trouble report management. Reporting of daily and monthly usage.

Problem Response: Trouble reports affecting network availability and operation shall have a response from the ISP to the District Technical Contact or designee within 60 minutes. Any operating

anomalies shall be reported to the District Technical Contact or designee within 60 minutes of identification.

Maintenance: Maintenance periods shall not cause more than two (2) service-affecting events in any calendar month. All maintenance schedules shall be communicated to the named District Technical Contact via e-mail no less than 24 hours prior to the start of the maintenance period. Scheduled maintenance periods shall be limited to the hours from 1:00 A.M. PST to 5:00 A.M. PST, where possible. Scheduled maintenance periods shall not be included in availability calculations.

#### Equipment

As a condition of acceptance, ISP must verify and demonstrate to District that ISP's service interoperates with the District's network and equipment at the following point(s) of connection as provided by the District:

- Cisco FirePower NextGen Firewall (10 Gigabit – Full Duplex)

Any additional necessary or optional equipment, communications facilities, communications services, or connectivity to provide and maintain the dedicated turnkey Internet access solution must be included as a component of the service. All such equipment, facilities and services must not be dependent upon like or other equipment, facilities or services currently existing at or in use by the District except as noted in this document. However, it is required that any and all solution components be interoperable with existing District network services, connections and configurations at their point of connection or influence to the Internet termination equipment (router.)

Full configuration and management access for all equipment installed by ISP on customer premise will be granted to authorized District personnel. All documentation and software necessary to manage this equipment, including any related use licenses; will be provided to District by ISP.

#### Setup and Configuration

ISP will perform and/or coordinate all of the necessary hardware and software setup, including connectivity to and configuration at both the District's network, ISP's network, and any communication facilities existing between these two networks. This includes the acquisition of the necessary connection and/or routing equipment as well as the provision of necessary communication facilities and/or services from other telecommunications providers. Provider shall work with the district to ensure proper routing for load balancing and resiliency of traffic between the District Office and La Puente High School, to ensure that all sites properly communicate with the Internet and required resources.

Although the proposed Internet access service will provide for the District's Internet access needs, it is expected that the existing Internet access services will be maintained for back-up, load-sharing and specific routing purposes. As the primary Internet service provider, ISP must take primary responsibility for coordinating any configuration or setup requirements and changes with the existing ISP's including the K12HSN and the Los Angeles County Office of Education. This includes, but is not limited to, router and Domain Name Service configuration as well as routing arbiter coordination.

#### Minimum Support Requirements

As a support requirement, all service components will be managed, maintained and supported by ISP

to District requirements given the following parameters:

Service monitoring: 7x24 (with problem or outage notification to designated District personnel within 60 minutes) via electronic mail and telephone.

Repair service:7x24 (with a minimum 1-hour response for initial contact).

Telephone support: 7:00 A.M. to 5:00 P.M. PST, Monday through Friday, all year (minimum)

#### Additional Services

In addition to the services specified previously, ISP will also provide the following as part of the service

- Full BGP routes for both service locations
- IP Address Space as previously indicated

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 engineers on 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. E-Rate discounts will commence upon funding commitment and the District Form 486 filing, retroactive to the beginning of the funding period, as applicable. 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.

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.

**B. 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.

**C. 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.

C. 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

#### D. 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; or 2) 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 tissue 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 with 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.

E. 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 of Service Provider 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.

F. 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.

**CONTRACTORS SHOULD BE CAREFUL TO INCLUDE THE FOLLOWING FORMS TO BE SUBMITTED WITH YOUR 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
- Proposal Form F- Insurance Requirements
- Proposal Form G- Background Checks
- Proposal Form H- Certification Regarding Debarment
- Proposal Form I – Iran Contracting Act Certification
- Proposal Form J – Ukraine-Russia Contracting Certification
- Bid Bond

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

**RFP PROPOSAL AMOUNT**

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 91745

FROM: \_\_\_\_\_  
(Name of Company) (SPIN NUMBER)

\_\_\_\_\_ (Fed. Tax ID #)  
(Address)

\_\_\_\_\_ (City, State, Zip Code)

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

\_\_\_\_\_ (Email Contact)

\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Name(s) of Proposer's Authorized Representative(s) & Title)

\_\_\_\_\_ (Date)

**BID Proposal Amount (Total Annual Cost, including taxes & fees):**

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

**Option A: Single Hub and Spoke WAN topology:**

\_\_\_\_\_ **Option B: Resilient Hub and Spoke WAN topology:**

\_\_\_\_\_ **Option C: Single Internet Access:**

\_\_\_\_\_ **Option D: Resilient Internet Access:**

**Numeric Bid Proposal Amount:**

**Option A: Single Hub and Spoke WAN topology:** \$ \_\_\_\_\_

**Option B: Resilient Hub and Spoke WAN topology:** \$ \_\_\_\_\_

**Option C: Single Internet Access:** \$ \_\_\_\_\_

**Option D: Resilient Internet Access:** \$ \_\_\_\_\_

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

**PROPOSAL FORM A - DETAIL**

**This form is required to be submitted with your Proposal**

Submit one detail page for **each** proposal option (A, B, C, D) that you are proposing.

Option \_\_\_\_\_ RFP Proposal Amount: Detailed Monthly Costs for Term (3 years + 2 extensions)

Name	Address	City	MRC	Taxes/Fees	NRC
Amar Children’s Center	1000 N. California Ave	La Puente			
Baldwin Academy	1616 Griffith Ave	La Puente			
Bixby Administration	16446 Wedgeworth Drive	Hacienda Heights			
California Elementary School	1111 California Ave	La Puente			
Cedarlane Academy	16333 Cedarlane Dr	Hacienda Hts			
Del Valle Administration	801 Del Valley Avenue	La Puente			
Dibble Campus	1600 Pontenova Ave	Hacienda Heights			
Fairgrove Academy	15540 Fairgrove Ave	La Puente			
Grandview College Prep Academy K8	795 Grandview Ln	La Puente			
Grazide Elementary School	2850 Leopold Ave	Hacienda Hts			
Hacienda District Office	15959 East Gale Avenue	Industry			
Kwis Elementary School	1925 Kwis Ave	Hacienda Hts			
La Puente High School	15615 Nelson Ave	La Puente			
Lassalette Middle School	14333 Lassalette St	La Puente			
Los Altos Elementary School	15565 Los Altos Dr	Hacienda Hts			
Los Altos High School	15325 Los Robles Ave	Hacienda Hts			
Los Molinos Elementary School	3112 Las Marias Ave	Hacienda Hts			
Los Robles Administration	1530 Ridley Avenue	Hacienda Heights			
Mesa Robles School	16060 Mesa Robles Dr	Hacienda Hts			
Nelson Elementary School	330 California Ave	La Puente			
Newton Middle School	15616 Newton St	Hacienda Hts			
Orange Grove Inter School	14505 Orange Grove Ave	Hacienda Hts			
Palm Canyon	15151 Palm Ave	Hacienda Heights			
Palm Elementary School	14740 Palm Ave	Hacienda Hts			
Puente Hills High School	15430 Shadybend Dr	Hacienda Hts			
Sierra Vista Middle School	15801 Sierra Vista Ct	La Puente			
Sparks Elementary School	15151 Temple Ave	La Puente			
Sparks Middle School	15100 Giordano St	La Puente			
Sunset Administration	800 Tonopah Avenue	La Puente			
Temple Administration	635 N California Avenue	La Puente			
Valinda School Of Academics	1030 Indian Summer Ave	La Puente			
Valley Alternative School	15430 Shadybend Dr	Hacienda Heights			
Wedgeworth Elementary School	16949 Wedgeworth Dr	Hacienda Hts			
Willow Campus	14101 E. Nelson Ave	La Puente,			
Wilson High School	16455 Wedgeworth Dr	Hacienda Hts			
Wing Lane Elementary School	16605 Wing Ln	City Of Industry			
Workman Elementary School	16000 Workman St	La Puente			
Workman High School	16303 Temple Ave	City Of Industry			

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

**CERTIFICATION**

I certify that I have read **Request for Proposals #2024-25.RFP01** 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.

---

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.*

## PROPOSAL FORM F

### 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

**PROPOSAL FORM G**

**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 (Contractor must submit a revised Attachment A as needed during the course of the agreement).

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)*

**PROPOSAL FORM H**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purposes of submission of this bid.

(Corporate Seal)

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes of award of this contract.

(Corporate Seal)

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROPOSAL FORM I**

**IRAN CONTRACTING ACT CERTIFICATION**

**Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service  
("Project" or "Contract")**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- 1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000).  
**OR**
- 2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  
**OR**
- 3. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Bidder: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**PROPOSAL FORM J**  
**UKRAINE-RUSSIA CONTRACTING CERTIFICATION**

On February 21, 2022, President Biden issued Executive Order 14065 (“Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (“State Order”).

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website: (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, this Certification shall be part of your Response:

- (1) Confirmation that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and
- (2) Confirmation that your Firm will take the steps necessary in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Upon District request, your firm will provide the District a written statement detailing your actions related to this section.

Executive Order 14065;  
<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>

State Order N-6-22;  
<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order>

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Contractor’s signature)

Name: \_\_\_\_\_  
(Printed)

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

**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 **Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service 2024-25.RFP01** 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**

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 **Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service 2024-25.RFP01** (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.]

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Principal/Contractor

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled in by corporate surety.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  )  
County of \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (surety) and acknowledged to me that he subscribed the name of the \_\_\_\_\_ (surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary of the corporation named as  
principal to the within bond; that \_\_\_\_\_ who signed  
the said bond on behalf of the principal was then \_\_\_\_\_ of  
said corporation; that I know his signature, and his signature thereto is genuine; and that said bond  
was duly signed, sealed and attested for and in behalf of said corporation by authority of its  
governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

[This space 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: **Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service 2024-25.RFP01** (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 \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_ 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)



**2024-25.RFP01**

**Lit Fiber Wide Area Networking with Resilient Design AND Internet Access Service**

**SCHEDULE OF EVENTS**

Release FCC Form 470 and Issue Request for Proposals	December 18, 2024
Deadline for written questions regarding RFP	January 3, 2025
Request for Proposals Response Due Date	January 17, 2025
Notification and Recommendation to Board of Education	February 13, 2025
Award of Contract	Following board approval
Service Period: July 1 <sup>st</sup> through June 30th	

\*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.