



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

REQUEST FOR BIDS
BID NO. 26/27-5
NETWORK HARDWARE
E-Rate Year 2027/2028

Bid Due on or Before:

WEDNESDAY, NOVEMBER 18, 2026 – 10:00:00 A.M. PST

Submit Bids To: Chula Vista Elementary School District

Bid Administrator: Malia Hall

Via [PlanetBids](https://venders.planetbids.com/portal/82400/bo/bo-detail/146969) or

<https://venders.planetbids.com/portal/82400/bo/bo-detail/146969> or

(<https://www.cvesd.org/bids>)

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***Signatures required and must be returned with bid package.**

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Notice to Bidders

NOTICE IS HEREBY GIVEN that the Chula Vista Elementary School District of San Diego County, California (“District”), acting by and through its Board of Education (“Board”), will receive up to but not later than **10:00:00 a.m., local Pacific Standard Time on November 18, 2026**, sealed bids for the award of a contract for the following:
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028.

Such bids shall be received by electronic bid submission via [PlanetBids](#). Bidders must register on [PlanetBids](#) to be able to submit a bid or ask questions. Bidders shall create a Free account with PlanetBids by signing up through Chula Vista Elementary School District (<https://www.cvesd.org/departments/business-services/purchasing-warehouse-publications/bids-rfq>). Once you have completed account registration, select Bid Opportunities on the [PlanetBids](#) website and select Bid Invitation # **26/27-5 Network Hardware E-Rate Year 2027/2028** then select Place eBid. Your completed Bid along with all required documents shall be time stamped on or before the time stated above. Late bids or incomplete bids will not be accepted.

Each bid must conform and be responsive to the Notice to Bidders, the Introduction, Instructions to Bidders, Specifications, General Conditions, Special Conditions, Bid Price Sheet, and Required Forms (the “Contract Documents”). Copies of the Contract Documents are now on file and may be obtained on the Chula Vista Elementary School District website at the above address through [PlanetBids](#) and through the link <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969> and in the related Form 470 in the EPC Portal. Questions regarding this bid should be directed to Malia Hall, Lead Buyer, via the Q&A section for this specific solicitation on [PlanetBids](#). It is the Bidder’s responsibility to ensure they have received all addenda. If you encounter any technical issues with the [PlanetBids](#) website, please contact PlanetBids at (818) 992-1771 between 7 a.m. and 5 p.m. PST.

The District intends to obtain maximum funding discounts under the Federal Communications Commission’s E-rate program for eligible services and equipment procured as a result of this Bid. Qualified vendors must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Vendors must be willing to work within the requirements of the E-rate program and must be able to provide all necessary documentation and apply billing per the terms of the E-rate program.

All forms must be completed, signed, and returned with the bid. The Contract award will be made to one bidder, the lowest overall, responsive, responsible bid, meeting all bid requirements for the total amount of all items listed. **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.**

The Chula Vista Elementary School District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District’s programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. (CVESD Board Policy 0410.) The District’s Human Resource Services and Support Office monitors compliance with these anti-discrimination requirements and may be reached at 84 East J Street, Chula Vista, CA 91910, (619) 425-9600, Ext 181340. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District’s Human Resource Services and Support Office.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of the bids. In the event of identical bids, the Board may determine by lot which bid shall be accepted per Public Contract Code § 20117.

Jessica Castillo-Tolston, Clerk, Board of Education Chula Vista Elementary School District, San Diego County, California.
 Publication: The Star-News: October 16, 2026, and October 23, 2026

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Introduction

1. **BACKGROUND:** The Chula Vista Elementary School District (“District”) is a public school district located in San Diego, County, California. The District serves approximately 27,000 students at 50 school sites. In addition, the District has an offsite transportation facility “Bus Yard,” and “Maintenance Yard.” Our District services the communities of Chula Vista, Eastlake, Bonita, Sunnyside and South San Diego.
2. **STATEMENT OF WORK:** This bid aims to update District Schools network infrastructure by replacing end-of-life layer 2 and layer 3 switches at four school sites (Cook, Palomar, Lauderbach, Valle Lindo). Additionally, the scope includes upgrading uninterruptible power supply (UPS) units to support and safeguard the new equipment. By installing these network devices, the district will ensure reliable connectivity to support the school operations and classroom technology that complements teaching of district and state curriculums. The addition of UPS equipment will help protect the network hardware from power surges and outages, maintaining network availability and equipment longevity.

The District intends to apply for E-Rate funding through the Universal Service Administrative Company (USAC) to help defray part of the equipment cost. The District may purchase equipment using this bid for additional projects which may not be subsidized by E-rate. The District shall not be obligated to purchase any particular quantity of the items described herein.

All vendors submitting bids must be registered with the Universal Service Administrative Company (USAC) and must provide a Service Provider Identification Number (SPIN), which is distributed by the USAC for the E-Rate Program. It is the vendor’s responsibility to maintain certification with the USAC for the term of the bid and renewals, if mutually agreed.

Since 2001 the District has installed and operated Cisco network equipment. The District has continued to use Cisco equipment for new installations and upgrades. The District’s investment in training, management tools, and maintenance procedures is significant. To effectively operate its network infrastructure, **the District is requesting Cisco or fully equal equipment.** Please see the Bid Price Sheet for the equipment being requested.

District staff will be responsible for installation and configuration of the network Switches and UPS/EBM equipment.

If bidding Cisco equivalent equipment, the product must be equal in terms of features, functionality, and specifications. It will be the District’s right to determine the equivalence of the equipment, pursuant to the substitution request procedures described in the Information to Bidders. It will be the District’s right to determine if non-Cisco equipment is suitable. **Manufacturer product specifications must be included with the Request To Substitute Item** form for the District to decide if the Cisco part and the non-Cisco part are equal. Product substitutions must be submitted by the date and time stated in the Schedule for Events for Questions Due.

3. **REQUIREMENTS:** All submitted bids must provide, at minimum, all requested information contained within the bid package. Any portion not included in the bid may be cause for a finding of non-responsiveness by the District. All information submitted is to be considered public knowledge and will be subject to the California Public Records Act or any other applicable laws.
4. **QUESTIONS:** Questions regarding this Request for Bids shall be submitted electronically through the District’s digital platform by **November 6, 2026, at 4:00 pm PST**. Bidders must register on [PlanetBids](#) to be

able to submit questions. **A Request to Substitute Specified Item** shall be submitted before or on the date of the Deadline for Bidder Questions. The District's final responses to such questions, including all Request to Substitute Specified Item forms, shall be issued on **November 13, 2026, 12:00 pm PST** via addendum and will and can be viewed electronically through the District's digital platform [PlanetBids](#) for the **26/27-5 Network Hardware E-Rate Year 2027/2028**. Addendums will also be uploaded to the Form 470. The District is responsible only for that which is expressly stated in this Request for Bids and any authorized written addenda thereto.

It is the vendor's responsibility to check the District's digital platform to ensure they have received all addenda issued for this project.

Questions received after **November 6, 2026, at 4:00 pm PST** will **NOT** be addressed.

5. **BID SECURITY.** Bid Security or Bid Bonds are not required for this bid.

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Schedule of Events

A. Bid Advertisement	October 16, 2026 and October 23, 2026
B. Deadline for Bidder Questions, including Substitution Request	November 6, 2026 4:00 p.m. PST
C. Deadline for Final Addendum Posted (Response to Questions)	November 13, 2026 12:00 p.m. PST
D. Bid Due Date	November 18, 2026, 10:00 a.m. PST
E. Issue Preliminary Notice of Intent to Award	November 23, 2026, 4:00 p.m. PST
F. Board Meeting for Contract Award	Anticipated December 16, 2026, Subject to Change
G. Contract Due from Proposed Awardee	December 28, 2026, 10:00 a.m. PST
H. Contract Term	July 1, 2027 – September 30, 2028

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Instructions to Bidders

1. **Overview of Documents:** This Request for Bids is composed of the Notice to Bidders, Introduction, Schedule of Events, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Agreement, Required Forms, and Bid Price Sheet, all of which make up the complete contract. The complete contract documents are intended to cooperate and be complementary. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the contract. Any addenda or bulletins related to this Request for Bids and issued by the District shall also be included as part of the contract documents.
2. **Securing Documents:** Copies of the Contract Documents are now on file and may be obtained on the Chula Vista Elementary School District website <https://www.cvesd.org/bids> through [PlanetBids](#) and through the link <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969>. Questions regarding this bid should be directed to Malia Hall, Lead Buyer, via the Q&A section for this specific solicitation on [PlanetBids](#). If you encounter any technical issues with the [PlanetBids](#) website, please contact PlanetBids at (818) 992-1771 between 7 a.m. and 5 p.m. PST. Bid documents are also attached to the relevant Form 470.
3. **Bid Submission:** To receive consideration, bids shall be made in accordance with the following instructions:
 - a. The bid submission is to be submitted electronically through the District's digital platform. Bidders must register on [PlanetBids](#) to be able to submit a bid. It is the sole responsibility of the bidder to ensure that its bid is received before the submission deadline. Such bid shall be received by electronic bid submission via [PlanetBids](#). Bidders shall create a Free account with [PlanetBids](#) by signing up through Chula Vista Elementary School District (<https://www.cvesd.org/departments/business-services/purchasing-warehouse-publications/bids-rfq>). Once you have completed account registration, select Bid Opportunities on the [PlanetBids](#) website and select Bid Invitation # **26/27-5 Network Hardware E-Rate Year 2027/2028** then select Place eBid. Your completed Bid along with all required documents must be received before the submission deadline. Submissions will be time-stamped by the PlanetBids system. Late bids or incomplete bids will not be accepted. A link to the Solicitation can also be found at <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969> and in the related Form 470 in the EPC Portal.
 - b. **Bids must include the components listed below. Bids that fail to comply with these instructions may be rejected for non-responsiveness.**
 1. Transmittal Letter. The transmittal letter must be a maximum of one (1) page, transmitted on the bidder's letterhead. The transmittal letter must include the bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the bidder. The transmittal letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the applicant in a contract. Include the email address to send Purchase Order(s). **Include in your Transmittal Letter documentation that your company is an approved Cisco reseller, or approved reseller for any approved equivalent manufacturers.**
 2. Bid Pricing. Bid prices shall not include California sales or use tax or Federal excise tax. Unit Prices shall be the maximum paid to bidder under the contract. The District

will not reimburse costs or expenses, such as charges for packing and shipping. All line items should include, at the least, Manufacturer's Warranty. In the electronic form under Line Items list the following:

- a. **For Each Line Item:** Vendors shall provide:
 - i. A **Unit Price** for the product offered as **Unit Price E-Rate Eligible**.
 - ii. A **Response** of one of the following:
 1. Yes (meets specifications as listed)
 2. No (No Bid)
 3. Alternate
- b. In the **Comments** section, Vendors shall provide the applicable **warranty period** for each item offered
- c. If an **Alternate** product is proposed, Vendors must also include the following in the Comments section:
 - i. Manufacturer
 - ii. Brand Name
 - iii. Model Number
- d. Any Vendor proposing an equivalent or alternate or an "or equal" product, **must** submit:
 - i. A completed **Request To Substitute Item** form for each line item identified as an Alternate. The form and accompanying documents as listed directly below, shall be submitted before or on the Deadline for Bidder Questions, through the online Questions & Answers (Q&A) section in PlanetBids.
 - ii. A picture of the proposed item.
 - iii. Product specifications demonstrating that the proposed item meets or exceeds the District's stated requirements.

An equivalent or alternate or an "or equal" product must be pre-approved through the Questions and Answers section, by deadline dates and times, before submitting a bid.

Failure to provide the required documentation may result in the proposed alternate product being deemed non-responsive. Additionally, any alternate product submitted in the line-item response without first receiving an approved Request to Substitute Specified Item will be considered non-responsive.

3. Required Forms. All Required Forms must include executed copies if applicable.
 4. Certification. The Bidder Certification Page must be completed and submitted electronically as a Required Form.
- c. Bids shall be made upon the form obtained on [PlanetBids](#) and properly executed. Bids shall be legibly written in ink or typed before submission. Bids are to be verified, as the bids cannot be corrected after Bid closes. The completed form(s) shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - d. Before submitting a bid, bidders shall, at their own cost and expense, carefully examine the Specifications and all other Contract Documents. Bidders shall fully inform themselves as to all existing conditions and limitations and shall insure that unit cost and total cost are reflected in the bid. No allowance will be made because of lack of such examination or knowledge. The failure of a bidder to receive or examine any of the Contract Documents shall not relieve such bidder from any obligation with respect to the bid or the requirements

set forth in the Contract Documents. The District assumes no responsibility or liability to any bidder for, nor shall the District be bound by any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents made prior to execution of the Contract. The submission of a bid shall be deemed prima facie evidence of the bidder's full compliance with the requirements of this section.

- e. The District will not accept any bids or bid modifications submitted by facsimile or in-person, or by electronic mail transmission.
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4. **Questions, Requests for Information/Clarification:** Questions regarding this Request for Bids shall be submitted electronically through the District's digital platform by **November 6, 2026, at 4:00 pm PST**. Bidders must register on [PlanetBids](#) to be able to submit questions. A Request to Substitute Specified Item shall be submitted before or on the date and time of the Deadline for Bidder Questions. The District's final responses to such questions, including all Request to Substitute Specified Item forms, shall be issued on **November 13, 2026, 12:00 pm PST** via addendum and will and can be viewed electronically through the District's digital platform [PlanetBids](#) for the 26/27-5 Network Hardware E-Rate Year 2027/2028 bid. The District is responsible only for that which is expressly stated in this Request for Bids and any authorized written addenda thereto. The District will respond to all questions timely submitted. All questions and the District's responses will be uploaded to the Form 470 and provided on the District's digital platform [PlanetBids](#) at <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969>. It is the vendor's responsibility to check the website frequently to ensure all addenda and clarifications regarding this bid have been reviewed and submitted, as required. Questions or Request to Substitute Specified Item forms received after the date and time referenced in the Schedule of Events will not be addressed.
 5. **Brand Names:** The make or brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article named by the District.
 6. **Substitution Requests:** The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product may be considered. A Request to Substitute Specified Item must be preapproved by the District IT Department. The Bid Question Deadline, including Request to Substitute Specified Item forms is **November 6, 2026, 4:00 p.m. PST** and should be submitted electronically through the District's digital platform [PlanetBids](#) for the 26/27-5 Network Hardware E-Rate Year 2027/2028 bid at <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969>.

In order to substitute an item specified in the Bid Price Sheet, **the bidder must submit a Request to Substitute Specified Item** form. Include the Manufacturer Name, Manufacturer Product Number, Product specifications and any other substantiating data as specified under the Bid Submission section above, in order for the District to determine the substituted item is equal, or better, and compatible with the District's specifications, by **November 6, 2026, 4:00 p.m. PST**, via the Q&A section of the District's digital platform <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969>. The District will consider whether the request for substitution/alternate is valid and provide its final decision on the matter by November 13, 2026 12:00 p.m. PST.
 7. **Prices:** Pricing is to be submitted through the District's digital platform [PlanetBids](#) at <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969> under the Line Items tab. Detailed Line

Item information such as E-Rate Ineligible Pricing must be submitted on the Required Form, Bid Price Sheet, found under the Documents tab in PlanetBids. If corrections need to be made before the bid closing date and time, please contact PlanetBids at (818) 992-1771 between 7 a.m. and 5 p.m. PST., **Pricing is to remain firm for the entire term of the contract.**

8. **Taxes:** The District shall not be responsible for any taxes with the exception of sales tax or use taxes where applicable. Applicable taxes shall be listed on the bid price sheet required form. The base bid price for each component shall include all materials, and delivery meeting the scope requirements provided on the item description/Specifications. Bidder may be asked to provide itemized details on its pricing.
9. **Bid Negotiations:** A proposal to any specific requirement of the Request for Bid with terms such as “negotiable”, “will negotiate”, or similar, may render the entire bid non-responsive and subject to rejection.
10. **Delivery:** All bids on items shall be F.O.B. School District Central Warehouse. No charge for shipping, handling, packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
11. **Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of bidding or forming a part of any documents shall be made a part of the Contract Documents. Any additions, or corrections will be addressed in the form of addenda which will be uploaded to the Form 470 and posted on the District’s digital platform [PlanetBids](https://venders.planetbids.com/portal/82400/bo/bo-detail/146969) at <https://venders.planetbids.com/portal/82400/bo/bo-detail/146969>. **It is the vendor’s responsibility to check the District’s digital platform for addenda issued for this project. Any bids received that do not include addenda acknowledgement.**
12. **Withdrawal of Bid:** Any bidder may withdraw its bid, on the District’s digital platform [PlanetBids](https://venders.planetbids.com/portal/82400/bo/bo-detail/146969) at <https://venders.planetbids.com/portal/82400/bo/bo-detail/146969>, at any time prior to the scheduled time for opening of bids.
13. **Opening of Bids:** There will not be a public opening of bids.
14. **Award or Rejection of Bids:** The contract will be awarded to the lowest overall cost of all items. The governing board of the District, however, reserves the right to reject any, or all Bids, to accept or reject any one or more items, or to waive any irregularities or informalities in the Bid or in the Bid process. The District reserves the right to make an award of this bid at any time up to ninety (90) days from the date of bid opening.
15. **Withdrawal of Bids After Opening:** No bidder may withdraw its bid for a period of sixty (60) days after the date set for the bid due.
16. **Equal Bids:** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
17. **Agreement:** The form of Agreement, which the successful vendor, as “Contractor,” will be required to execute, is included in the contract documents and should be carefully examined by the vendor. The Agreement will be executed in two (2) original counterparts. The complete Contract consists of the following documents (the “Contract Documents”): Notice to Bidders, Introduction, Information to Bidders, General Conditions, Special Conditions, Specifications, Agreement (including all modifications thereof and duly incorporated therein), Bid Proposal Form, References, Non-Collusion Affidavit, Drug-Free Workplace Certification, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Affirmative Action Program, Fingerprint and Criminal Background Check Certification, Designated

Subcontractors List, Bid Price Sheet, Addenda (if any), and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all materials, equipment and transportation necessary for the proper delivery of all equipment or services called for in the Contract.

- 18. Interpretation of Documents:** If any vendor submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other Contract Documents, or finds discrepancies in, or omissions from the drawings or other specifications, the vendor may submit a request for an interpretation or correction, via the Q&A section for this specific solicitation on [PlanetBids](#). All questions and inquiries regarding this bid shall be submitted on or before **November 6, 2026, 4:00 p.m. PST.**

It is the vendor's responsibility to verify all information. Any interpretations or corrections of the Contract Documents will be made only by Addendum via the Addenda section for this specific solicitation on [PlanetBids](#). The District will not be responsible for any other explanations or interpretations of the contract documents. Any Addenda issued during the time of bidding, shall be made a part of the contract.

- 19. Bidders Interested in More Than One 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 unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of the contract specifications; a bid by such a person, firm or corporation may be determined to be nonresponsive.**
- 20. Damages:** The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the Contract Documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for the processing of third-party orders resulting from the successful bidder's non-performance.
- 21. Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this contract. Defective items shall be made good by the bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the bidder shall immediately remedy such defect in a manner satisfactory to the District.
- 22. Independent Price Determination:** By submission of a Bid, the vendor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this bid:
- a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the bid have not been

knowingly disclosed by the vendor prior to award directly or indirectly to any other proposer or to any competitor; and

- c. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- d. Each person signing the bid certifies that he/she:
 - i) Is the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the bid and has not participated (and will not participate) in any action contrary to section a, b, c or d above; or
 - ii) Is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the bid but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to Section a, b, c or d above.

23. Equal Employment Opportunity: The District is an equal opportunity employer. The vendor, in submitting its bid certifies that it is an equal opportunity employer. In connection with the execution of these Contract Documents, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The bidder must sign the Affirmative Action Policy which must be attached and become a part of the bid. In addition, the vendor agrees to require like compliance by any subcontractors employed to perform any work or services on the Contract

24. Hold Harmless: Bidder shall save, defend, indemnify, and hold harmless the District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses (including attorney's fees) of any nature or kind whatsoever, for any injury or death of any person and for loss or damage to any property on account of, in connection with, or in any way arising out of the occupancy, use, service, operations, or performance under the terms of the Contract Documents resulting in whole or in part from the negligent acts or omissions of the bidder, subcontractor, or any employee, agent, or representative of the bidder or subcontractor. Bidder shall further save, defend, indemnify, and hold harmless the Chula Vista Elementary School District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses of any nature or kind whatsoever on account of the publisher or author, manufacturer or agent of any copyrighted or un-copyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used in its bid.

25. General Liability Insurance: The successful bidder shall maintain during the life of this contract a comprehensive liability insurance policy with an insurance carrier possessing no less than an A-7 rating, unless agreed to in writing by the District. The insurance will serve to protect the successful bidder and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this contract. The successful bidder will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured prior to start of contract. The minimum amounts of such insurance shall be as follows:

- 1. Comprehensive General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. Automobile liability insurance for any vehicle that enters District property. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.

The insurance required of the successful bidder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the successful bidder hereunder, the successful bidder shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the contract price.

An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the Chula Vista Elementary School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.

26. **Execution of Agreement:** The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the bidder. All bidders must sign the Agreement included in this invitation for bids and must return it to the District, together with the Bid Proposal Form, the Bid Price Sheet and any other documents requiring a signature and or submission. All of the above-referenced documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. It is the intention of the District that all bids submitted to the District include all equipment necessary for the proper delivery of all items or services called for in the Contract Documents. The original term of this Agreement will be for one year.
27. **Contract Renewals:** If mutually agreed upon by the parties, the District reserves the right to renew the contract for two additional one-year terms. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Contract Documents having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, prior to the expiration of the contract.
28. **Assignment of Contract:** The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of District's governing board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.
29. **Conflicts Check:** The District reserves the right, before any contract award is made, to require any firm to whom it may make a contract award, to do a conflicts check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected firm if its conflicts check reveals actual conflicts and go to the next preferred firm.
30. **Contact with Governing Board:** Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any board member during the bid process on any project on which the agent intends to or has submitted a bid. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact come to light after the contract is awarded and the entity was deemed the successful vendor, the Board reserves the right to cancel any contract awarded.

31. **Tobacco-Free District:** The District has been designated as a tobacco-free district. Tobacco use (smoked or smokeless) is prohibited at all times, on all District property and in District vehicles.
32. **Filing Bid Protests: Following** the opening of the bids, the District will issue a notice of intent to award the contract. The notice will identify the vendor to whom the District intends to award the contract and the date, time and place of the District's governing board meeting during which the award of the contract will be considered. Any vendor submitting a bid may file a protest with the Assistant Superintendent for Business Services and Support in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone). In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than 4:00 p.m. on the fifth business day following the opening of bids; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the project.

33. **IRS Requirements:** The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish equipment are employees of the bidder and not of the District.
 - a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party.
 - b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.
34. **Federal Funding Terms**
Compliance with Federal Law, Regulations and Executive Orders. This is an

acknowledgement that federal funds may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Access to Records. The following access to records requirements apply to this contract:

- (1) Contractor agrees to provide the District, the federal fund Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the federal fund Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

Contract Changes or Modifications: No changes to this contract / order will be allowed unless authorized in writing by the District's Purchasing Department.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Chula Vista Elementary School District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available Chula Vista Elementary School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Domestic Preferences for Procurements (2CFR§200.322)

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Termination Clauses: See General Conditions sections 8, 9 and 10, for Termination of Cause, Termination for Convenience and Termination for Default Clauses.

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
General Conditions

1. **Responsibility for Supplies and Materials:** The Contractor shall be responsible for all items or services to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point, and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment. The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.
2. **Safety Requirements:** The District reserves the right to reject any materials, supplies, equipment and installation that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representatives shall be final. All items furnished to the District shall be free of unsafe areas due to design or workmanship. Any equipment or installation rejected as unsafe shall either be corrected by or returned to the Contractor at no expense to the District.
3. **Specification Variance:** All materials, supplies, services and equipment furnished must be in conformity with the specifications and is subject to inspection and approval of the IT and Purchasing Departments. The District reserves the right to reject, at the risk and expense of the Contractor, any portion of any bid which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

The District reserves the right to waive minor variations in specifications and evaluate bid offerings and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District's decision shall be final.

4. **Excuse for Nonperformance – Force Majeure Clause:** The Contractor shall be excused from performance hereunder during the time and to the extent that is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactory established that the nonperformance is not due to the fault or negligence of the party not performing.
5. **Stock Availability:** The Contractor will make such guarantee that the items proposed are available at the quantities specified.
6. **Quantities:** The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required.
7. **Delay Due to Unforeseen Obstacles:** All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the vendor, or any agent or person employed by said vendor, shall be sustained by the Contractor. The Contractor shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.

8. **Termination for Default:** If the Contractor fails or neglects to supply or deliver any of said goods, articles or services at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind any or all items listed in the Contract Documents affected by such default and may, whether or not the contract is cancelled or rescinded, after written notice is given to the vendor, purchase said goods, supplies or services elsewhere and the prices paid by the District shall be considered the prevailing market prices at the time such purchases are made. Any extra costs so paid may be collected from the Contractor by the school district; it being specifically provided and agreed that time shall be of the essence of the contract.

In case of default by the Contractor, the Contractor hereby agrees that the District may procure the articles or services from other sources in accordance with conditions existing at the time, and the Contractor shall be responsible and liable for all damages, which may be sustained thereby.

9. **Indemnification:** The Contractor shall maintain, or cause to be maintained, such insurance as will protect the Contractor and the District from claims under workers' compensation laws, and such public liability insurance as will protect the Contractor and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
 - b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm or corporation directly, or indirectly employed by the Contractor upon or in connection with the Contractor's work, whether the said injury or damage occurs upon or adjacent to the work, the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
10. **Governing Law and Venue:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
 11. **Method of Ordering:** A purchase order(s) will be issued to the successful bidder(s).
 12. **Packing Lists:** Each shipment must be accompanied by a packing list. Each packing list must reference the assigned purchase order number.
 13. **Delivery Time:** Delivery must be made within **thirty (30) days** after receipt of order(s).

14. **Delivery Location:** All items ordered shall be delivered to the CVESD-Central Warehouse, 84 East J Street, Chula Vista, CA 91910, unless otherwise noted and mutually agreed upon by the District and the Vendor. **All shipments must reference the assigned purchase order number.**

15. **Late Fees:** If the Contractor fails to deliver ordered goods by the time specified, the District may impose a late fee charge. This charge shall be taken as a credit against the Contractor's invoice. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) for the late delivered goods. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between the District and Contractor changing the specified delivery date must be in writing. Late fees will be assessed if the Contractor fails to meet the revised delivery date. In the event ordered goods are not received in a timely manner, the District reserves the right to order from the next lowest qualified bidder, at which time the Contractor will be charged for the difference in cost.

16. **Invoicing and Payment:** Invoices shall be submitted in duplicate to:

Chula Vista Elementary School District
 Accounts Payable Dept.
 84 East "J" Street
 Chula Vista, CA 91910

Each invoice must reference the assigned purchase order number. A separate invoice is required for EACH PURCHASE ORDER NUMBER. The District will issue partial payments. Invoices for UNAUTHORIZED PURCHASES will be returned unpaid.

17. **Terms:** All terms set forth in the bid shall apply to all school districts using this contract. Terms shall include, but not be limited to price, delivery, applicable discounts, service, and packaging.

18. **Warranty Period:** All items shall be warranted against defects in material and workmanship for a period of one (1) year from date of delivery to the District, or longer as specified by manufacturer or vendor.

19. **Manuals:** The Contractor shall be required to provide one (1) manual for each piece of equipment listed herein, if requested.

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Special Conditions

E-rate Requirements

As previously stated, the District intends to obtain maximum funding for Network Hardware Equipment through the Federal Universal Service discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by USAC, throughout the term and any extensions agreed upon between the vendor and District, as a result of this bid. Service Provider acknowledges that it is following FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from covered companies, their parents, affiliates and subsidiaries, deemed to be a national security risk.

Prices are to remain firm through SLD approval, execution, and duration of the contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with a new price sheet sent to the District.

The successful Vendor shall be responsible for providing the District on a timely basis the applicable E-rate documents (such as the Item 21 Attachments and any certifications grids or forms required) and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the Contractor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District.

The District prefers "Service Provider Invoicing" (SPI) as the form of payment processing, when funding has been approved.

All vendors submitting bids must be registered with USAC and must provide a Service Provider Identification Number (SPIN), and, their Federal Communications Commission Federal Registration Number (FCC-FRN) in their Bid. Failure to provide the required SPIN and FCC-FRN, may result in the rejection of the bid.

It is the vendor's responsibility to maintain certification with the USAC by filing the Service Provider Annual Certification Form (Form 473) each year that they provide service under this contract and any renewals mutually agreed upon.

Vendors wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the USAC website at <http://www.usac.org>

In the event E-Rate funding is not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this bid.

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Specifications

The District's Technology Plan for installing new network infrastructure or upgrading existing infrastructure, specifies:

- Use of 1 rack Unit layer 3 switches running an enterprise software image that supports advanced switching and routing functionality at the core of the LAN, and aggregate traffic from the LAN edge.
- Use of layer 2 switches running a basic software image at the LAN edge.
- Availability of modular, interchangeable physical transceivers for configuration flexibility, e.g. SFP, SFP+ modules.
- Option to attach a redundant power supply.
- Proposed equipment must provide the following, at a minimum:
 1. Physical size: one rack unit height
 2. 100 to 240 VAC auto ranging power supply.
 3. Option to include a redundant power supply.
 4. Quality of Service to guarantee enough bandwidth for network applications such as, transactional applications, Voice over IP, IP based video distribution.
 5. Multiple queues for traffic prioritization.
 6. Switching fabric capable of keeping traffic flowing at rated wire speed
 7. Standards-based Power over Ethernet ports
 8. Built in web based management interface offering functionality equivalent to that of a command line based interface.
 9. Command line based interface with scripting capabilities.
 10. Supports Cisco Management tools that can manage and configure multiple devices at the same time; and are capable of configuring Cisco equipment already in place in the same fashion as the Cisco Catalyst Center, which is the management platform currently operating within our District.
 11. Virtual LANs (VLAN) and VLAN trunking
 12. Spanning Tree Protocol
 13. Network port security based on the 802.1x standard as well as other security mechanisms such as, MAC and IP access control lists.
 14. Interoperability with external Microsoft RADIUS server in conjunction with network port security.
 15. On layer 3 switch models, IP routing offering basic and optionally advanced routing protocols for IPv4 and IPv6, including EIGRP, OSPF, and BGP
 16. Broadcast, unicast, and multicast storm controls.

UPS/EBM Proposed Equipment Specifications

17. UPS VA/Watt Rating: 1950 VA / 1950 W
18. UPS Input: 120V nominal, NEMA 5-20P straight-blade input plug
19. UPS/EBM Form Factor: 2U rack/tower
20. UPS Output Receptacles: Minimum six NEMA 5-20R receptacles; proposed UPS also provides one NEMA L5-20R receptacle
21. Extended Battery Capability: UPS shall support the 5PXEbm72RTG2 72V extended battery module and allow connection of up to four compatible EBMs
22. UPS/EBM Warranty: Three-year factory warranty covering parts, electronics, and batteries, with required product registration

23. UPS/EBM Installation Options: Four-post rack-mount hardware included; two-post rack installation shall be supported using the compatible 103007018-5591 two-post rail kit or current manufacturer-supported equivalent
24. Network Management: UPS shall include one expansion slot and support an Eaton-compatible Gigabit network management card, NETWORK-M3, INDGW-M2, or current Eaton-supported equivalent

The Cisco parts that match these requirements are specified in the Bid Price Sheet and can be viewed electronically through the District's digital platform at <https://vendors.planetbids.com/portal/82400/bo/bo-detail/146969>, under the Line Items tab, Description, and on the Bid Price Sheet under the Documents Tab on PlanetBids, and in the related Form 470 in the EPC Portal.

The E-Rate Eligible Unit price will be the basis for which this contract is awarded. The District will not accept any used, refurbished or remanufactured equipment.

The District reserves the right to reject any, or all Bids, to accept or reject any one or more items, or to waive any irregularities or informalities in the Bid or in the Bid process.

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**CONTRACT FOR SERVICES AGREEMENT
BETWEEN
[INSERT NAME] AND THE
CHULA VISTA ELEMENTARY SCHOOL DISTRICT**

This Contract for Services Agreement (“Agreement”) is made and entered this ____ day of ____, 20__ between _____ (hereinafter referred to as “Service Provider”) and the Chula Vista Elementary School District (hereinafter referred to as “District”, together with Service Provider, “Parties”).

1. Purpose. The District requires [INSERT NEED]. Service Provider is specifically trained and qualified to [INSERT NEED] and provide the services described in this Agreement.
2. Scope of Work. Service Provider shall provide services in accordance with Exhibit A, Statement of Work, which is attached hereto and made a part hereof by this reference. The performance of these duties shall be at times and place within the limits of District policy and in consultation with the District.
3. Service Provider’s Fee. The District shall pay Service Provider for the performance of all services rendered pursuant to this Agreement, the sum not to exceed _____. [INSERT BILLING TERMS, I.E., Service provider shall submit monthly invoices to the District.] The District shall make payment within forty-five (45) days of receipt of properly prepared and submitted invoices and such payment shall be submitted pursuant to the Notices section of this Agreement. Unless specifically noted otherwise in this Agreement, the District shall not be (1) liable for any Service Provider fees and/or expenses or (2) responsible for labor, supplies, materials, tools, or any other items necessary to perform the services described in this Agreement.
4. Billing. Service Provider shall submit invoices in accordance with the schedule described in section 3. The effective date of the invoice shall be the date of receipt by the District. Invoices should clearly reflect rates as described in this Agreement. Service Provider shall submit said invoice for services rendered no later than thirty (30) days after the provision of services. If the District does not receive a properly submitted invoice within thirty (30) days from the date the services were provided, the District may deduct 1.5% per month, calculated proportionately per day, of the total invoice, if the District does not agree in writing to the request of Service Provider to an extension of time to submit the invoice.
5. [OPTIONAL] Services Schedule. The Services Schedule shall be estimated as follows: [INSERT SCHEDULE]. The final project schedule shall be mutually confirmed and agreed to by Service Provider and the District on or before [DATE]. Revisions to the Services Schedule shall only be made in writing and with the approval of the District.
6. Term of Agreement. The term of this Agreement shall be from _____ to _____. Neither the District nor Service Provider is required to renew this Agreement in subsequent years. Any subsequent agreement is to be renegotiated prior to June 30 of each year. The Agreement has no force or effect until approved or ratified by the District’s Board of Education.
7. Qualified, Trained, Certificated, and Licensed Personnel. Service Provider shall provide services under this Agreement by appropriately trained, qualified, and, if applicable, certified and licensed staff. Service Provider shall be responsible for verifying qualifications, providing training, and monitoring all staff certification at its own expense. Service Provider shall provide the District with copies of any applicable certifications, licenses, and waivers for all staff providing services under this Agreement. Service Provider shall notify the District, in writing, of any change in any staff member’s certification or licensure no later than 30 days following the change.
8. Equipment, Tools, and Products and Cleaning. Service Provider shall be responsible for providing and maintaining appropriate equipment, tools, and products necessary to perform all aspects of the services under this Agreement. Service Provider’s equipment, tools, products, and services shall be compliant with all applicable Federal, State, and local laws and regulations including, but not limited to, all such laws and regulations related to chemicals and cleaning agents. Service Provider shall be responsible for ensuring that all equipment, tools, and products are used in a safe manner and suitable for carrying out the services under this Agreement at its sole cost and expense. Service Provider shall ensure that all cleaning and/or chemicals products are safe to the health and wellbeing of others and the environment and do not pose a danger to others and/or District property and facilities. The District reserves the right to inspect all equipment, tools, and products used by Service Provider in performing the services under this Agreement. Service Provider’s failure to provide suitable equipment, tools, and/or products in performing the services under this Agreement may constitute grounds for the District to terminate the Agreement. Service Provider shall be solely liable for any claims, demands, costs, losses, damages, and/or expenses that may arise out of or result from, in whole or in part, of the acts or omissions of Service Provider and/or its subcontractor(s) in performing the services under this

Agreement. Service Provider shall be solely responsible for cleaning and/or repairing all District facilities and items used in the performance of services under this Agreement and returning them to their condition prior to the provision of such services including, but not limited to, cleaning and, if necessary, repairing all District facilities used in the performance of the services described in this Agreement. Service Provider is responsible for removing all of Service Provider equipment, tools, and products in any way connected to or relating the services described in this Agreement. In the event Service Provider fails to perform some or all of the cleaning and/or repair services described herein, the District may obtain replacement services, either through its own employees or vendors, and deduct the total cost associated with those services from any amounts that would be paid to Service Provider. In the event the cost of those replacement services exceeds the value of amounts due and owing to Service Provider, Service Provider shall directly issue payment to the District for those costs. In addition to, and not in place of, any term of this Agreement, Service Provider agrees to defend and indemnify and hold harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense associated with or in any way related to any injuries or harm to any person whatsoever arising out of or in any way related to this Agreement to the fullest extent of the law.

9. **Injury/Death.** Service Provider agrees to complete a written report when a pupil has suffered an injury that requires medical attention and/or died and provide that report to the District representative identified in the Notices section of this Agreement as soon as reasonably practicable, but in no event later than 24 hours after discovery of the injury or death. If the incident results in the death of a student, Service Provider shall immediately notify the District representative identified in the Notices section of this Agreement.
10. **Compliance with Laws.** During the term of the Agreement, Service Provider and the District shall comply with all applicable federal and state laws and regulations, including those not expressly referenced in this Agreement. Service Provider shall further comply with any and all applicable District Board Policies and Administrative regulations (available through the District's website.) In the event Service Provider retains a subcontractor or subcontractors to provide any services described in this Agreement, Service Provider agrees that each subcontractor will comply with the terms of this Agreement, including this section.
 - a. **Nondiscrimination.** Service Provider shall not discriminate based on disability (mental and/or physical), medical condition, race, color, ancestry, national origin, gender, gender identity, gender expression, pregnancy, nationality, race or ethnicity, religion, creed, sexual orientation, genetic information, marital status, military or veteran status, immigration status, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics, any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or any other classification protected by federal or state laws in employment or operation of its programs. Service Provider agrees to maintain a nondiscrimination policy and procedure, pursuant to Title 5 of the California Code of Regulations section 4930.
 - b. **Sexual Harassment Policy.** Service Provider shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines. Such policy shall comply with the requirements imposed by California Education Code section 231.5.
 - c. **Uniform Complaint Procedures.** Service Provider agrees to maintain a uniform complaint procedure, pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*
 - d. **Corporal Punishment Prohibitions.** Service Provider shall not utilize any intervention that is designed to, or likely to, cause physical pain; release noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to an individual's face; utilize any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma; utilize restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities (except as permitted by law); locked seclusion (except as permitted by law); utilize any intervention that precludes adequate supervision of the individual; or, utilize any intervention which deprives the individual of one or more of his or her senses.
 - e. **Health Insurance Portability and Accountability Act ("HIPAA").** Service Provider shall comply with HIPAA and shall provide Notice of Privacy Practices in compliance with HIPAA.
11. **Right to Withhold.** The District has the right to withhold payment to Service Provider when the District has reliable evidence, described in writing to Service Provider at the time notice of withholding is submitted, that Service Provider has materially breached this Agreement. The District shall notify Service Provider in writing, pursuant to the Notices section of this Agreement, within ten working days of receipt of an invoice of any reason why the requested payment shall not be paid. Within fourteen (14) days from the date of receipt of such notice, Service Provider shall take all necessary and appropriate action to correct the deficiencies that form the basis for the District's withholding

payment. Service Provider shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to Service Provider with a notice of withholding following correction of the noted deficiencies. If Service Provider does not resubmit sufficient rebilling or verify remediation within thirty (30) calendar days, that shall constitute reason to continue to withhold payment unless and until Service Provider resubmits the invoice and corrects the noted deficiencies. Nothing in this paragraph limits the District's right to terminate this Agreement as described herein.

12. **Audit and Inspection of Records.** Service Provider shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement. Service Provider shall make said evidence available to the District at the District or its consultant's offices at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. Service Provider shall, at no cost to the District, furnish assistance for such examination/audit. Service Provider, and its subcontractors, shall keep and preserve all such records for a period of at least three (3) years from and after the final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the end of the Agreement. The District's rights under this section shall also include access to Service Provider's offices for interviewing Service Provider's employees. Failure of Service Provider to provide records or access within the time requested shall preclude Service Provider from receiving any payment due under this Agreement until such evidence/documents are provided. The terms of this paragraph survive termination of this Agreement.
13. **Confidentiality.** All communications and information obtained by Service Provider from the District related to this Agreement is confidential. Except as provided in Section 14, without the prior written consent of an authorized representative of the District, Service Provider shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Service Provider shall not use any communications or information obtained from the District for any purpose other than the performance of this Agreement, without District's written prior consent. Except as identified in Section 15, at the conclusion of the performance of this Agreement, Service Provider shall return to the District all written materials constituting or incorporating any communications or information obtained from the District. In the event Service Provider maintains any electronic files related or necessary to the performance of this Agreement, Service Provider shall delete such files. Upon the District's specific written approval, Service Provider may retain copies of such materials, subject to the requirements stated herein. Service Provider's obligation of confidentiality shall survive termination of this Agreement.
14. **Disclosure to Subcontractor.** Service Provider may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Section 15 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Service Provider shall obtain the subcontractor's written agreement to comply with the requirements of Section 15 and shall provide a copy of such agreement to the District.
15. **Ownership of Work Product.** Except for all Service Provider books, manuals and materials ("Service Provider Materials"), all products of work created pursuant to this Agreement, such as, among other things, District notes, charts, student records, and similar materials, will be the sole property of District and no reproduction of any portions of the work product may be made in any form without the express written consent of the District. Service Provider Materials may be copyrighted and/or trademarked. Service Provider retains all rights related to all Service Provider Materials and nothing in this paragraph limits Service Provider's rights related to any copyright and/or trademark.
16. **Fingerprinting and Background Checks.** Service Provider shall comply with California Education Code sections 45122.1, 45125.1, and all applicable fingerprinting and background check requirements for current employees, and those who are hired during the term of this Agreement, who may enter any District facility at a time when students are present at its own cost. Service Provider shall also ensure and certify that, while performing services pursuant to the terms of this Agreement, no employee will come in contact with or be near any District student until such time as Service Provider performs any required fingerprinting and/or background checks.
17. **Standard of Care.** Service Provider represents that it has the qualifications and ability to perform the services described herein in a professional manner and in accordance with the industry's generally and currently accepted standards, principles, and practices. Service Provider further represents that it requires no assistance from the District to satisfy the requirements of this paragraph.
18. **Safety.** Service Provider is solely responsible for ensuring the safety of its employees during the performance of this Agreement. Service Provider is also solely responsible for ensuring the safety of all students, District staff, and the community while performing services under this Agreement.

19. **Independent Contractor.** Service Provider is an independent contractor and is not an employee, officer, or agent of the District. Service Provider has familiarized itself with the Internal Revenue Service's independent contractor criteria and hereby represents and agrees that it complies with that criteria. Service Provider agrees to indemnify District for all costs and any penalties arising from audits related to services provided by Service Provider's employees and agents under this Agreement. Service Provider and its employees and agents are not entitled to benefits of any kind that the District offers or provides to its employees including, but not limited to, unemployment compensation, workers' compensation, health benefits, and retirement payments. Service Provider assumes full responsibility for the acts and/or omissions of its employees, agents, or subcontractors relate to this Agreement. Service Provider assumes full responsibility for its employees' or agents' workers' compensation insurance, federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes.

20. **Indemnification.** Service Provider hereby indemnifies, defends, and holds harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of Service Provider and/or its subcontractor(s). Service Provider shall have no obligation to indemnify, defend, or hold harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the District's sole negligence or willful misconduct.

The District hereby indemnifies, defends, and holds harmless Service Provider from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the District, its employees, agents, independent contractors, consultants, and other representatives. The District shall have no obligation to indemnify, defend, or hold harmless Service Provider for Service Provider's sole negligence or willful misconduct.

This indemnity section shall survive the termination of the Agreement and is in addition to any other rights or remedies that the District may have under the law or this Agreement.

21. **Insurance.** During the entire term of this Agreement and any extension or modification thereof, Service Provider shall keep in effect, at its sole expense, a policy (or policies) of general liability insurance, including contractual liability coverage, professional liability, sexual and molestation, and auto liability coverage of owned and non-owned vehicles used by Service Provider in relation to the performance of services under this Agreement with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name the District as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Agreement for which Service Provider is required to indemnify the District under section 20 of this Agreement. If Service Provider maintains higher limits than the minimums required by law or this Agreement, the District shall be entitled to coverage for the higher limits. Any available insurance proceeds in excess of the legal minimum limits of insurance and coverage shall be available to the District.

No later than the Effective Date of this Agreement, Service Provider shall provide the District with satisfactory evidence of insurance. The insurance maintained by Service Provider shall include a provision for the provider to send written notice of cancellation or modification to Service Provider at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such insurance may contain the same notice requirement for the District. If the insurance provider is only required to send such notice to Service Provider, Service Provider shall provide the District written notice of cancellation or adverse material modification within one business day after receiving notice from the insurer. Service Provider shall, at its own cost and expense, procure and maintain insurance under California's Workers' Compensation laws. Failure to maintain the insurance described herein, shall be cause for termination of the Agreement.

Service Provider agrees that any subcontractor with which it contracts to provide services pursuant to this Agreement, shall provide the District with written proof of insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence, including general, liability, auto liability, and professional liability. Subcontractors shall be required to provide to Service Provider written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

22. **Conflicts of Interest.** Service Provider has familiarized itself with state law related to conflicts of interest and fully agrees to comply with such laws. Service Provider has familiarized itself with the District's Conflict of Interest Code and agrees that no direct or indirect financial

interest currently exists or will exist during the term of this Agreement that would or will conflict in any way with Service Provider's performance of this Agreement. In addition to the foregoing, Service Provider agrees to avoid the appearance of any conflict of interest.

23. Cooperation in Disposition of Claims. The Parties agree to cooperate with each other in the timely investigation and disposition of audits, disciplinary actions, and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.
24. Assignment and Subcontracts. Service Provider may not assign this Agreement without the express written consent of the District, and any attempt by Service Provider to affect such an assignment without the express written consent of the District shall make this Agreement terminable at the option of the District. This Agreement binds Service Provider's successors and assignees. Service Provider shall not subcontract with any provider, for any of the services contemplated under this Agreement without first obtaining the written approval of the District. In the event Service Provider subcontracts any of the work described in this Agreement, Service Provider agrees and warrants that subcontractor will comply with all terms and conditions of this Agreement. Service Provider further agrees and warrants that it shall serve as the District's point of contact related to any issues concerning the subcontractor's performance and shall be responsible for the acts and omissions of any subcontractor. Any subcontractor who fails to perform as necessary to implement this Agreement shall be replaced, unless the District agrees otherwise in writing. Service Provider use of any subcontractor shall not create privity of contract between the District and subcontractor. Contractor, and not the District, shall be fully responsible for any subcontractor claims.
25. Authority and Representations. Service Provider has the full power and authority to execute this Agreement and perform all services described herein. Service Provider's services shall not infringe on any third party's rights. Service Provider is not subject to, and does not anticipate in the future, any action, suit, investigation, or proceeding of any kind that could affect its ability to perform the services described in this Agreement.
26. Waivers. The District may, but is not required to, seek waivers of applicable state laws and regulations. Service Provider shall cooperate and reasonably assist the District in pursuit of any such waivers.
27. Third Party Beneficiaries. This Agreement does not inure to the benefit nor create any rights in any third parties.
28. Dispute Resolution. Subject to the foregoing requirements, the Parties agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or Parties' rights and obligations under this Agreement, shall be settled by arbitration under the then current rules of the American Arbitration Association. The Parties agree to equally share in the arbitration fees and costs. Any arbitration hereunder shall be held in Chula Vista, California.]
29. Venue and Governing Law. This Agreement shall be governed by the laws of the State of California with venue in San Diego County, California. The terms of this paragraph survive termination of this Agreement.
30. Termination of Agreement for Convenience. This Agreement may be terminated by the District at any time. Upon receipt of such notice, Service Provider shall discontinue all services and deliver to the District all materials and information as may have been involved in the provision of the services under this Agreement, whether completed or in process. Within thirty (30) days of receipt of notice of termination, Service Provider shall provide the District with a final invoice. The District shall pay the final invoice within 60 days of receipt of the final invoice for all services performed and expenses authorized under this Agreement through the date of termination. Service Provider shall not be entitled to any damages, including anticipatory, consequential, or liquidated damages, upon termination of this Agreement. Payment to Service Provider in accordance with this section shall constitute Service Provider's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
31. Termination of Agreement for Cause. In addition to the District's right to terminate this Agreement for convenience, the District may terminate this Agreement at any time for Service Provider's breach of its obligations under the Agreement. Following issuance of the District's Notice of Termination of Agreement for Cause, Service Provider shall immediately discontinue all services described under this Agreement and return any and all information, materials, and other District property. If the District determines Service Provider has not performed any service required under the Agreement, the District may retain another contractor and/or its own staff to complete such services. Service Provider shall reimburse the District for the cost of completing those services through another contractor and/or District

staff and any and all other costs and damages associated with Service Provider's failure to perform its obligations under the Agreement, including those that arise after the District's Notice of Termination of Agreement for Cause. Such costs may be deducted from any and all monies due and owing to Service Provider at the time of termination. In the event those costs exceed monies owed to Service Provider, Service Provider shall issue payment to the District no later than 30 calendar days following receipt of an invoice from the District related to such costs. Notwithstanding the foregoing, the District may, but is not required to, provide Service Provider with a notice of deficiencies and opportunity to cure prior to terminating the Agreement for cause.

32. Attorneys' Fees. Each party shall bear its own attorneys' fees and costs, including court costs, expert witness fees, and investigation expenses, in any suit or action to enforce any of the terms of the Agreement.
33. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement is not valid unless and until it is approved or ratified by the District's Board of Education. The Parties agree this Agreement is the product of negotiation and shall not be deemed to have been drafted by either party.
34. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.
35. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
36. Precedence. Unless agreed otherwise in writing by the Parties, the terms of this Agreement shall control over any contradictory terms and/or conditions described in the attached Statement of Work. The terms of this paragraph survive termination of this Agreement.
37. Notices. Notices provided under this Agreement shall be in writing, delivered to the individuals identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission or email, unless a specific section of this Agreement requires or allows for notice to be made in a different manner or to a different contact. The effective date of an invoice is the date it is received by the District. The effective date of all other notices is the date of the postmark or transmittal identified on the document. Any change to the individual to receive notices under the Agreement shall be provided in writing to the District or Service Provider pursuant to this section. All subsequent notices shall be provided to that individual. If the District or Service Provider does not identify an individual to be notified in this section, the person to be notified under this section shall be the District or Service Provider representative that executes the Agreement.

Notices mailed to the District shall be addressed to:

Name/Title

Address

City State Zip

Phone

Facsimile

Email

Notices mailed to Service Provider shall be addressed to:

Name/Title

Address

City State Zip

Phone

Facsimile

Email

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DISTRICT (BUSINESS SERVICES AND SUPPORT)

Mark Pong, Assistant Superintendent of Business Services and Support

Authorized Signature / Date

Date of Board Approval

SERVICE PROVIDER

Company/Contractor's Name

Authorized Signature / Date

Social Security No. or Taxpayer Id. No.

THE FOLLOWING MUST BE COMPLETED BY SCHOOL/DISTRICT STAFF PRIOR TO THE RENDERING OF SERVICE.

IF SCHOOL SITE, SUBMIT ORIGINAL TO HUMAN RESOURCES.

IF BUSINESS SERVICES AND SUPPORT, REVIEW ORIGINAL WITH MARK PONG PRIOR TO BOARD AGENDA DEADLINES. SUBMIT ORIGINAL FOR SIGNATURE AFTER BOARD APPROVAL.

Expenditure Approved by:

Principal/Department Head Date

Budget Name (Note: LCAP or Title I funds must be approved by State and Federal Coordinator first)

% Time	Program Description	Budget Organization							Account
		FUND	RESOURCE	S-RES	YEAR	GOAL	FUNCTN	LOC	

Budget Department Date

Business Services and Support Department Date

EXHIBIT A – STATEMENT OF WORK

In accordance with Bid 26/27-5 Network Hardware E-Rate Year 2027/2028, Contractor may provide parts and licensing. The goal is to update District Schools network infrastructure by replacing end-of-life layer 2 and layer 3 switches at four school sites. Additionally, the scope includes upgrading uninterruptible power supply (UPS) and extended battery modules (EBM) units to support and safeguard the new equipment. By installing these network devices, the district will ensure reliable connectivity to support the school operations and classroom technology that complements teaching of district and state curriculums. The addition of UPS equipment will help protect the network hardware from power surges and outages, maintaining network availability and equipment longevity.

The District intends to apply for E-Rate funding through the Universal Service Administrative Company (USAC) to help defray part of the equipment cost. The District may purchase equipment using this bid for additional projects which may not be subsidized by E-rate. The District shall not be obligated to purchase any particular quantity of the items described herein. (See Bid Price Sheet.)

Contractor must be registered with the Universal Service Administrative Company (USAC) and must provide a Service Provider Identification Number (SPIN), which is distributed by the USAC for the E-Rate Program. It is the vendor's responsibility to maintain certification with the USAC for the term of the bid and renewals, if mutually agreed.

District staff will be responsible for installation and configuration of the network switches and with the installation of UPS equipment and the removal and disposal of the current UPS equipment

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
 Required Form
Certification

I certify that I have read the attached Request for Bids Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028, and the instructions for providing a response. I understand that documents I submit in response to this request may be subject to disclosure under the California Public Records Act. (Gov. Code, §§ 6250, et seq.) I further certify that I am authorized to commit the firm to the qualifications submitted.

Please note any and all addendums to this bid: _____.

Signature: _____

Typed or Printed Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

If responding as a corporation, please provide your corporate seal below, if applicable:

All materials submitted in response to this Request for Bids shall become the property of the District.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
 Required Form
Bid Proposal Form

Board of Education
 Chula Vista Elementary School District
 Purchasing Department
 84 East "J" Street
 Chula Vista, CA 91910

RE: Bid Proposal for Bid 26/27-5 Network Hardware E-Rate Year 2027/2028

TO: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the Bid Price Sheet contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form.

Name of Company _____

Legal Status _____
 (i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number _____
 (Sole Proprietorship only)

Address _____

Authorized Representative: _____
 Signature

 Name (print or type)

 Title

Date: _____
 Telephone: _____
 Email: _____

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Required Form
References

Include three (3) references of like jobs that have been completed within the last year. Failure to provide may lead to a determination of non-responsiveness. **DO NOT INCLUDE THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT AS A REFERENCE.**

Company Name _____

Contact Person _____

Title _____

Address _____

Phone _____ Email _____

Company Name _____

Contact Person _____

Title _____

Address _____

Phone _____ Email _____

Company Name _____

Contact Person _____

Title _____

Address _____

Phone _____ Email _____

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Required Form
NON-COLLUSION AFFIDAVIT

State of California
 County of San Diego.

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

 Signature of Corporate Office

 Date

NOTARY

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20__.

[SEAL OF NOTARY]

 Signature of Notary

 Typed Name of Notary

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
 Required Form
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

 Company Name

 Signature

 Date

 Printed Name / Title

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Required Form

**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

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
 Required Form
AFFIRMATIVE ACTION PROGRAM

This is an Equal Employment Opportunity Status Report. If the anticipated amount of the contract exceeds \$10,000, or if the anticipated annual amount of purchase orders placed with a vendor exceeds \$10,000, preparation of this form is required.

Firm Name _____ Telephone _____

Street Address _____ City _____ State _____

Zip Code _____ Number of Employees _____

This firm is:

_____ Independently Owned and Operated

_____ An Affiliate Parent Company _____

or

_____ A Subsidiary of Address _____

or

_____ A Division of: _____

Contractor
Has

Contractor
Has Not

_____ Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11246.

_____ Filed Equal Employment Opportunity Information Report EEO-1 when required.

_____ Developed a written Affirmative Action Program.

Contractor's Equal Employment Opportunity Program has ____, has not ____ been subject to a Government Equal Opportunity Compliance Review. If so, when _____.

Signature _____ Date _____

Title _____

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
 Required Form

Fingerprint and Criminal Background Check Certification
*In accordance with the Department of Justice(DOJ) fingerprint and criminal
 background investigation requirements of Education Code section 45125.1et seq.*

With respect to the Agreement (number _____) between the Chula Vista Elementary School District (“District” and _____ individual, _____ company or contractor named (“Vendor) for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- ☐ A) The VENDOR hereby certifies to the DISTRICT’S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees or subcontractors that may come in contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5© or a serious felony listed in Penal Code section 1192.7©.

Listed below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

WAIVER JUSTIFICATION

- ☐ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The VENDOR and its employees and subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)
 - ☐ The VENDOR and its employees and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
 - ☐ The VENDOR and its employees and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC45125.2(a)]-**Check all methods to be used:**
 - ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
 - ☐ 2) Continual supervision and monitoring of all employees and subcontractors of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - ☐ 3) Surveillance of employees and subcontractors of the VENDOR by school personnel
 - ☐ The services provided by the vendor and subcontractor are for an “EMERGENCY OR EXCEPTIONAL SITUATION,” such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.” [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

<i>Authorized VENDOR Signature</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date</i>
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SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
 Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
 Required Form
 Workers' Compensation Certificate

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Labor Code section 3700, for the duration of any business activities conducted for which this contract is issued.
- I have and will maintain workers' compensation insurance, as required by Labor Code section 3700, for the duration of any business activities conducted for which this contract is issued.

My workers' compensation insurance and policy number are:

Carrier _____

Policy Number _____

I certify that in the performance of any business activities for which this contract is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Labor Code section 3700.

Name: _____

Date: _____

Address: _____

Signature: _____

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines, in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest, and attorney's fees.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Bid No. 26/27-5 Network Hardware E-Rate Year 2027/2028
Required Form
BID PRICE SHEET

******PLEASE NOTE******

The bid will be awarded to the lowest responsive, responsible bidder for the total of all items listed. The Board of Chula Vista Elementary School District, however, reserves the right to reject any/or all bids, in whole or in part, and to waive any irregularity or informality in the bids or in the bidding. The determination of the Board as to what constitutes an irregularity shall be final and conclusive. Minimum work is not promised.

Include in your Transmittal Letter documentation showing that your company is an approved Cisco reseller, or approved reseller for any approved equivalent manufacturers.

All unit prices shall **exclude applicable sales tax**. Applicable sales tax of **8.75%** shall be entered separately in the designated **“Tax 8.75%”** line item on the Bid Price Sheet.

All items are to be shipped FOB, the District will not pay any shipping, freight, fuel or surcharge fees above the costs submitted on the following Bid Price Sheet.

The following page is also a required form and must be submitted as part of your bid. This form is included under the Documents tab in PlanetBids.

Bidder Name:										
SPIN #:										
FCC/FRN#:										
Item Num	Section	Item Description	Unit of Measure	Quantity	Manufacturer or Approved Equivalent Manufacturer	Model # or Approved Equivalent Model #	Unit Price E-Rate Eligible	Unit Price E-Rate Ineligible	Extended Price E-Rate Eligible	Extended Price E-Rate Ineligible
1	Cisco Hardware	Catalyst 9300L 48p, 12mGig, Network Advantage ,4x10G Uplink, Cisco C9300L-48UXG-4X-A, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
2	Cisco Hardware	CX LEVEL 1 8X5XNBD Catalyst 9300L 48p, Cisco CON-L1NBX-CA9300L4, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
3	Cisco Hardware	CAT9300/9400/9500/9600 UNIVERSAL, Cisco S9300LUK9-1718, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
4	Cisco Hardware	C9300L Network Advantage, 48-port license, Cisco C9300L-NW-A-48, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
5	Cisco Hardware	Cisco Type 2 Fan Module, Cisco FAN-T2, or equal	EA	198			\$ -	\$ -	\$ -	\$ -
6	Cisco Hardware	715W AC 80+ platinum Config 1 Power Supply, Cisco PWR-C1-715WAC-P, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
7	Cisco Hardware	715W AC 80+ platinum Config 1 SecondaryPower Supply, Cisco PWR-C1-715WAC-P/2, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
8	Cisco Hardware	North America AC Type A Power Cable, Cisco CAB-TA-NA, or equal	EA	132			\$ -	\$ -	\$ -	\$ -
9	Cisco Hardware	No SSD Card Selected, Cisco C9300L-SSD-NONE, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
10	Cisco Hardware	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx, Ciscod C9K-ACC-RBFT, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
11	Cisco Hardware	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4, Cisco C9K-ACC-SCR-4, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
12	Cisco Hardware	1RU CABLE MANAGEMENT GUIDES 9200 and 9300, Cisco CAB-GUIDE-1RU, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
13	Cisco Hardware	Smart Building Application Opt Out SKU, Cisco C9K-NONE, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
14	Cisco Hardware	Cisco Catalyst 9300L and 9300LM Stacking Kit, Cisco C9300L-STACK-KIT2, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
15	Cisco Hardware	Catalyst 9300L & 9300LM Stack Module, Cisco C9300L-STACK-A, or equal	EA	132			\$ -	\$ -	\$ -	\$ -
16	Cisco Hardware	C9300L & C9300LM 50CM Type 3A Stacking Cable, Cisco STACK-T3A-50CM, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
17	Cisco Hardware	Network Plug-n-Play Connect for zero-touch device deployment, Cisco NETWORK-PNP-LIC, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
18	Cisco Hardware	C9300L Adv software subscription, 48P, 5Yr Lic, Cisco C9300L-DNX-A-48-5Y, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
19	Cisco Hardware	CX LEVEL 1 SW C9300L DNA Advantage, Cisco CON-L1SWX-3LXA48MY, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
20	Cisco Hardware	Software support included in Catalyst software subscription, Cisco SVS-DNXS-CATSUBEM, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
21	Cisco Hardware	Product support included in Catalyst software subscription, Cisco SVS-DNXD-CATHWEM, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
22	Cisco Hardware	Cisco Spaces Extend Subscription for Catalyst Switching, Cisco SPACES-EXT-S, or equal	EA	66			\$ -	\$ -	\$ -	\$ -
23	Cisco Hardware	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage, Cisco C9500-24Y4C-A, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
24	Cisco Hardware	CX LEVEL 1 8X5XNBD Catalyst 9500 24x11, Cisco CON-L1NBX-C95024YA, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
25	Cisco Hardware	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Cisco CAB-9K12A-NA, or equal	EA	8			\$ -	\$ -	\$ -	\$ -
26	Cisco Hardware	650W AC Config 4 Power Supply front to back cooling, Cisco C9K-PWR-650WAC-R, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
27	Cisco Hardware	650W AC Config 4 Power Supply front to back cooling, Cisco C9K-PWR-650WAC-R/2, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
28	Cisco Hardware	Cisco pluggable SSD storage, Cisco C9K-F1-SSD-BLANK, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
29	Cisco Hardware	Catalyst 9500 Type 4 front to back cooling Fan, Cisco C9K-T1-FANTRAY, or equal	EA	8			\$ -	\$ -	\$ -	\$ -
30	Cisco Hardware	C9500 Network Stack, Advantage, Cisco C9500-NW-A, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
31	Cisco Hardware	CAT9300/9400/9500/9600 UNIVERSAL, Cisco S9500UK9-1718, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
32	Cisco Hardware	No SSD Card Selected, Cisco C9500-SSD-NONE, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
33	Cisco Hardware	RFID Selected, Cisco C9500-RFID, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
34	Cisco Hardware	Network Plug-n-Play Connect for zero-touch device deployment, Cisco NETWORK-PNP-LIC, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
35	Cisco Hardware	C9500 Adv software subscription, 24P 25G Fiber, 5Yr Lic, Cisco C9500-DNX-A-24Y-5Y, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
36	Cisco Hardware	CX LEVEL 1 SW C9500 DNA Advantage	EA	4			\$ -	\$ -	\$ -	\$ -
37	Cisco Hardware	Software support included in Catalyst software subscription, Cisco SVS-DNXS-CATSUBEM, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
38	Cisco Hardware	Product support included in Catalyst software subscription, Cisco SVS-DNXD-CATHWEM, or equal	EA	4			\$ -	\$ -	\$ -	\$ -
39	Cisco Hardware	10GBASE-LR SFP Module, Enterprise-Class, Cisco SFP-10G-LR-S=, or equal	EA	28			\$ -	\$ -	\$ -	\$ -
40	Cisco Hardware	10GBASE-SR SFP Module, Enterprise-Class, Cisco SFP-10G-SR-S=, or equal	EA	5			\$ -	\$ -	\$ -	\$ -
41	Non-Cisco Hardware (UPS Equipment)	Eaton 5PX G2 UPS, 2U, 1950 VA, 1950 W, 5-20P input, Outputs: (1) L5-20R, (6) 5-20R, 120V, Eaton 5PX2000RTG2, or equal	EA	32			\$ -	\$ -	\$ -	\$ -
42	Non-Cisco Hardware (UPS Equipment)	Eaton 5PX G2 extended battery module (EBM), 2U, Eaton 5PXEBM72RTG2, or equal	EA	36			\$ -	\$ -	\$ -	\$ -
43	Non-Cisco Hardware (UPS Equipment)	Network Management Card, Eaton INDGW-M2, or equal	EA	32			\$ -	\$ -	\$ -	\$ -
								Subtotal:	\$ -	\$ -
								Tax 8.75%:	\$ -	\$ -
								Grand Total:	\$ -	\$ -

BID PRICE SHEET – PAGE 1 OF 1. END OF BID