

# **Bid No. 21-22-06TE - Network Equipment**

## **E-RATE Year 25 (2021-2022)**

**Jurupa Unified School District  
4850 Pedley Road  
Jurupa Valley, CA 92509**

<b>PROCUREMENT TIMELINE</b>	
470 Number	220011944
Bid Documents Issued And Posted:	January 12, 2022
Mandatory Job Walk:	N/A
Requests For Information Due (Last Day for Questions)	January 21, 2022
Bid Deadline:	<b>February 10, 2022 @ 1:00 PM</b>
Board Award	March 14, 2022 (Tentative)
Project Start Date:	Pending Funding Approval, But Not Before April 1, 2022
Project End Date:	Pending Funding Approval

## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Board of Education of the Jurupa Unified School District (“District”) is requesting bids for Bid No: 21-22-06TE – Network Equipment (E-Rate Year 25). All bids must be submitted on forms furnished by the District.

Companies interested in submitting bids should request appropriate bid documents from the Jurupa Unified School District, Purchasing Department, attention Mrs. Betty Leach via e-mail (bleach@jusd.k12.ca.us).

Bids must be delivered in sealed envelopes to the Purchasing Department, at the Jurupa Unified School District Purchasing Department (Education Center), 4850 Pedley Road, Jurupa Valley, CA 92509, up to, but no later than, 1:00 p.m., Thursday, February 10, 2020. Each envelope must be clearly marked on the front with the name of the vendor, the bid title and closing date and time. Alternatively, bids may be submitted via e-mail to above point of contact. It is the sole responsibility of the bidder to ensure that their bid arrives on-time. The District is not responsible if the bid is not received by the due date.

The Board of Education of the Jurupa Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids and/or process, to be sole judge as to the merit, quality, and acceptability of services and/or materials proposed and its compliance to the specifications, and to not necessarily accept the lowest priced bid of any offered if it is in the best interest of the District.

Bidders may not withdraw their bid for a period of ninety (90) days after the date set for the submittal of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete component and cannot be altered in any way.

By Order of the Board of Education  
Jeffery Lewis, Director of Purchasing

Published: Press Enterprise Wednesday, January 12, 2022 and Wednesday, January 19, 2022

## TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. **Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids.** Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

***Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.***

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

## REQUESTS FOR INFORMATION

All inquiries must be submitted via e-mail to [bleach@jUSD.k12.ca.us](mailto:bleach@jUSD.k12.ca.us) by the deadline on Page 1. The District will not respond to phone inquiries.

All addendum(s), questions and answers will be posted to the district's website at <https://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx> in addition to the E-rate EPC website at <https://portal.usac.org/suite/>

Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

## SCOPE OF WORK

Refurbished equipment is *not* acceptable.

The quotes provided must include all materials, equipment and accessories required to furnish a complete network equipment system as indicated on the parts list. The District will be self-installing the equipment. No installation services are required, nor should they be quoted.

Service providers must provide pricing for all equipment listed.

Service Provider shall deliver all product to:

JUSD Warehouse  
10223 Bellegrave Ave.  
Jurupa Valley, CA 91752

Service provider must deliver all products no later than 120 days after the issuance of the Notice to Proceed.

**Prospective Service Providers are required to submit the following:**

- 1. Service Provider's SPIN number**
- 2. Service Provider's FCC Registration Number (FRN)**
- 3. "Equipment List" completely filled in**
- 4. Signed "E-Rate Supplemental Terms And Conditions" document**

**Failure by Service Provider to supply these documents shall be considered grounds to be deemed non-responsive.**

The E-Rate Supplemental Terms and Conditions, along with the District's Terms and Conditions posted on its website, which will be attached to the Purchase Order, will be the sole the agreement between the two parties. The District will not accept any proposed changes to the aforementioned terms documents. If there is a conflict between these two documents, the E-Rate Supplemental Terms and Conditions shall govern.

**REQUEST FOR PROPOSAL PREPARATION COST**

Costs for preparing responses and any other related material is the responsibility of the potential Service Provider, and shall not be chargeable in any manner to the District. The District will not be held liable for any cost incurred by any potential Service Provider in responding to the RFP.

**ORDER TERM**

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2022 through September 30, 2023. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2024.

**SUBMISSION INSTRUCTIONS**

All offers **must** be submitted to the contact information below by the deadline indicated on Page 1. It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures. Verification of receipt can be made by contacting [bleach@jUSD.k12.ca.us](mailto:bleach@jUSD.k12.ca.us). Proposals must be **clearly labeled with the bid title “Bid No. 21-22-06TE - Network Equipment” on the outside of the envelope.**

If submitting a hard copy, Service Provider shall provide **one (1)** original Response; and **one (1)** CD or USB memory stick of the submittal.

**Contact Information:**  
Jurupa Unified School District  
ATTN: Betty Leach  
4850 Pedley Road  
Jurupa Valley, CA 92509  
951-360-4102

If submitting via e-mail, the Response shall be sent to the contact information listed below:

**Contact Information:**  
Betty Leach  
Senior Buyer  
[bleach@jUSD.k12.ca.us](mailto:bleach@jUSD.k12.ca.us)

**RIGHT TO REJECT ANY AND ALL QUOTES**

The District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider’s quotation submission is recognition of this right.

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval. The District reserves the right to award for some, all, or none of the products and services sought herein, and/or increase and/or decrease the quantities of the specific products.

**SELECTION AND AWARD CRITERIA**

<b>Selection Criteria</b>	<b>Criteria Weight</b>
Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.	40%
Proposal preparation, thoroughness and responsiveness to this request for proposal.	20%
Client references and/or citations from prior equipment sales have been provided for projects of similar size and scope.	20%
The extent to which the Proposer’s solution fulfills JUSD’s stated requirements as set out in this RFP.	20%
	<b>100%</b>

## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on Internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this Bid.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
7. Products and services must be delivered before billing can commence. The District agrees to pay the invoice for its portion of the match within thirty (30) days of verification that all equipment is fully received and in working order.
8. Prices must be held firm until September 30, 2023, or until all work associated with the project is complete (including any contract and USAC approved extensions, or until funded by E-Rate under E-Rate Year 25). However, all equipment must be delivered within 120 days of issuance of the Notice to Proceed.
9. The District intends to use the Service Provide Invoice (SPI) process (Form 474) and should be billed directly by the Service Provider.
10. All Service Provider invoicing to District must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice the District in a timely manner, the District will only be responsible for paying its non-discounted share.
11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

12. Even after award of contract(s) and/or E-Rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
13. **Within one (1) week of notification of our intent to award, the presumptive awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.**
14. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
16. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the Service Provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
18. This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
20. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>
21. It is the sole responsibility of the Service Provider to remain apprised of any issued addenda by checking the school district’s website.
22. **INDEPENDENT CONTRACTOR:** While providing the supplies or services ordered herein, the Service Provider certifies that he/she is an independent contractor and not an officer, employee, or agent of the District.
23. **HOLD HARMLESS:** The Service Provider shall defend, indemnify and hold harmless the District and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement. As part of this indemnity, Service Provider shall protect and defend, at its own expense, the District and its officers, employees, agents and independent contractors from any legal action including attorneys’ fees or other

proceeding based upon such act, omission, breach or as otherwise required by this paragraph. Furthermore, Service Provider agrees to and does hereby defend, indemnify and hold harmless the District and its officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

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

Service Provider, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, or employees, and on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any such action, suit, or other proceedings as a result thereof.

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

**Signature :** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number :** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

Service Provider SPIN: \_\_\_\_\_ Service Provider FRN: \_\_\_\_\_

Acknowledgement of Addenda (if applicable): #1: \_\_\_\_\_ #2: \_\_\_\_\_

**TOTAL PROJECT COST (from Page 10)**

\$ \_\_\_\_\_



## EQUIPMENT LIST

Vendor shall provide the components listed in Table 1 below. Vendor must be an authorized reseller of listed components. The quoted equipment must be compatible with the District's existing infrastructure and any alternatives are subject to the Trade Names and Alternatives process previously outlined within these bid documents. All products are to be new. Used or refurbished products shall not be provided. No exceptions.

Vendor shall deliver all components to the Jurupa Unified School District Warehouse; 10223 Bellegrave Ave. Jurupa Valley, CA 91752.

Pricing shall be broken down into a detailed schedule of values, including material costs, shipping, and taxes. Schedule of values shall contain a rollup summary sheet.

TABLE 1:

Manufacturer	Part Number	Description	Qty	Item Price	Total Price
Cisco	C9500-48Y4C-EDU	Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G, EDU or equivalent	28		
Cisco	C9500-NW-A-EDU	C9500 Network Advantage, high-density license K12 or equivalent	28		
Cisco	S9500UK9-166	CAT9500 Universal image* or equivalent	28		
Cisco	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling or equivalent	28		
Cisco	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling or equivalent	28		
Cisco	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America or equivalent	56		
Cisco	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage or equivalent	28		
Cisco	CAB-TA-NA	North America AC Type A Power Cable or equivalent	106		
Cisco	C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12 or equivalent	53		
Cisco	C9300-NW-A-48-EDU	C9300 Network Advantage, 48-port license K12 or equivalent	53		
Cisco	S9300UK9-166	CAT9300 Universal image* or equivalent	53		
Cisco	PWR-C1-1100WAC	1100W AC Config 1 Power Supply or equivalent	53		
Cisco	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply or equivalent	53		

Cisco	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module or equivalent	53		
Cisco	SFP-10G-SR=	10GBASE-SR SFP Module or equivalent	374		
Cisco	SFP-10G-LR=	10GBASE-LR SFP Module or equivalent	60		
Leviton	6D460-1L	1' CAT6 patch cords or equivalent	1300		

Subtotal	\$
Total Shipping	\$
Total Tax	\$
<b>Total Project Cost</b>	<b>\$</b>

Notes:

\* Or latest image version

The District does not need Smart Net. Do not provide pricing for this product. Furthermore, the District will be self-installing. Do not provide pricing for installation and/or configuration.

## REFERENCES

Please list references of at least three prior equipment sales you have provided for projects of a similar size and scope (preferably a school/community college/university project) **completed** within the last three (3) years.

1. Owner: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

2. Owner: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

3. Owner: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Signature

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