

**Grants Pass School District 7 Modulating Electronic Switches RFP: (696-2425)**

**Introduction**

Grants Pass School District 7 ("GPSD7") is seeking bids for our Universal Service Fund "E-Rate" application for our school district.

GPSD7 requests proposals for the following products and services described in the attached specifications from interested persons ("the Vendor" or "the Contractor"). The vendor must bid all of the products and services to be considered. GPSD7 reserves the right to reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the Grants Pass School District 7. All aspects of each product or service must comply with the Federal Communication Commission's competitive RFP requirements for the Universal Service Fund (USF) support and services, as well as Oregon state law and Grants Pass School District 7 board policy. Vendors bidding on E-rate products or services must include their Service Provider Identification Number (SPIN) as part of their response.

The contractor certifies by submission of a Proposal that to the best of its knowledge/belief its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. Further, Contractor certifies it is not presently indicted for, or has not within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against it for commission of, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.

If a Contractor is unable to certify such information, the Contractor shall submit an explanation of why it cannot provide the certification. Such information will be used to determine whether the Proposal shall be deemed responsive. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to any other remedies available to GPSD7, GPSD7 may terminate this transaction for default. If a Contractor becomes debarred or suspended anytime after the RFP has been submitted, it is the responsibility of the Contractor to notify Grants Pass School District 7 of this change.

Other information may be obtained by emailing [erate@grantspass.k12.or.us](mailto:erate@grantspass.k12.or.us).

Products and services requested are for these locations:

Allen Dale Elementary School  
Highland Elementary School  
Lincoln Elementary School  
Parkside Elementary School  
Redwood Elementary School  
Riverside Elementary School  
North Middle School  
South Middle School  
Grants Pass High School  
Gladiola High School  
GPFlex Campus

In keeping with the guidelines of the USAC and school board policy, this RFP will be awarded to the most cost effective provider. Price will be the primary factor, but may not be the only factor, in evaluating the proposals. Other factors will be prior experience including past performance, technical qualifications, compatibility and interoperability with existing district equipment and training, ERate Experience, or Features and Services. GPSD7 does not guarantee any award of contract by submitting an RFP. Incomplete proposals or those lacking required information will not be considered.

<b>Factor</b>	<b>Weight</b>	<b>Score</b>
Cost Effectiveness	40%	
Compatibility with existing district infrastructure	35%	
Features and Services	10%	
Technical Qualifications	5%	
Prior Experience	5%	
ERate Experience	5%	

### **Quotation Submittal**

1. The terms “contractor”, “offeror”, “vendor”, “company” “firm”, or “respondent” shall all refer to the company or individual submitting a Quotation.
2. The Quotation submitted shall be signed (where required) by a duly authorized representative of the vendor.
3. Alterations or erasures on the Quotation shall be initialed in ink by a duly authorized representative of the vendor.
4. Only one Quotation per vendor shall be submitted.

Vendor shall Email a complete, signed Quotation (as an Adobe PDF file) to [erate@grantspass.k12.or.us](mailto:erate@grantspass.k12.or.us) no later than 2:00 pm PDT on or before the deadline date within the narrative of the Form 470, to be considered. The title “Quotation for Switches RFP: 696-2425” should appear in the subject line of the Email.

5. GPSD7 assumes no responsibility for delays caused by any delivery service. Late submissions shall not be accepted and will be automatically disqualified from consideration. All Quotations and any accompanying documentation become the property of GPSD7 and will not be returned.
6. With the Quotation, the vendor shall certify to non-collusion practices on the Signature Page included as part of the RFP. The signature page must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount offered in the Quotation.

**Desired Services**

Please provide proposals for the following products/services (or equivalent):

<b>Product/Service</b>	<b>Part/SKU #'s</b>	<b>Quantity</b>
Juniper SFP+ 10G LR BiDi D	JNP-SFP-10G-BX40D	12
Juniper SFP+ 10G LR BiDi U	JNP-SFP-10G-BX40U	12
Juniper Mist Care Core Services and Licensing for 48-port switches	S-EX-S-C3-1M2-C-E	12
Juniper EX4100-48MP	EX4100-48MP	6
Redundant Power Supply for the switches above	JPSU-920-AC-AFO	6
Powercord for the Power Supplies above	CBL-PWR-C13-US-48P	6
Rack Mount Hardware for the switches above		6

**IMPORTANT:**

All proposals must clearly include any applicable shipping charges.

Delivery of items will need to be on or after July 1, 2025.

Responses must be emailed to [erate@grantspass.k12.or.us](mailto:erate@grantspass.k12.or.us) by 2:00:00 PM (Pacific Time) on or before the deadline date within the narrative of the Form 470, to be considered. It is the sole responsibility of the vendor to ensure their response arrives in a timely fashion. GPSD7 reserves the right to reject late submission of bid/quotes.

## **GPSD7 Switches Project**

GPSD7 will be replacing a total of 6 switches that modulate the dark fiber to our schools that have reached 8 years of service. The replacement switches must come with appropriate hardware to mount in a standard rack setting as well as be able to facilitate a redundant power supply. If the redundant power supply or rack mount hardware is not included with the switch it must still be on the quote separately.

GPSD7 utilizes software to manage its network and needs to renew licenses as well as add more to increase its overall stability and manageability.

Additional details regarding this project may be obtained by contacting [erate@grantspass.k12.or.us](mailto:erate@grantspass.k12.or.us)

The Terms and Conditions hereto shall take priority over any other terms and conditions which may be submitted by a vendor pursuant to this RFP. These Terms and Conditions shall be deemed to supersede and replace any conflicting terms and conditions.

- 1.** This District is tax exempt. Goods used hereon are for the exclusive use of this District. Federal Identification No. 93-6000542.
- 2.** No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications will be effective without the prior written consent of GPSD7.
- 3.** No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc. unless specifically stated herein.
- 4.** No exception to delivery/service start dates shall be allowed unless prior written approval is first obtained contacting [erate@grantspass.k12.or.us](mailto:erate@grantspass.k12.or.us). GPSD7 reserves the right to cancel any undelivered portion of this order.
- 5.** Time of delivery is of the essence and GPSD7 reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.
- 6.** All payments to the vendor shall be remitted by mail. GPSD7 shall not honor drafts, nor accept goods on a site draft basis. Furthermore, the provisions or monies due under the contract, if any, shall not be assignable.
- 7.** SHIPPING INSTRUCTIONS: Unless otherwise specified herein, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill GPSD7 as a separate item on the invoice for said charges. It is also agreed that GPSD7 will refuse to accept any C.O.D. shipment.
- 8.** All services, goods or materials purchased herein are subject to the approval of GPSD7. Any rejections of services, goods or materials, whether held by GPSD7 or returned, will be at the vendor's risk and expense.
- 9.** All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract, if any, shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, if any, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.
- 10.** The vendor agrees to protect GPSD7 against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein, if any. The vendor further agrees to assume all expenses and damages arising from such claims, suits or proceedings.
- 11.** Vendor agrees to accept for credit, repair or replacement, at no charge, any items received defective by

GPSD7 or proven defective during the agreed warranty period and period and to be responsible for ALL transportation costs for return thereof to the vendor and, when repaired or replaced, the return thereof to GPSD7.

**12.** In the event that GPSD7 is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.

**13.** GPSD7 shall not be responsible for any expenses and/or costs incurred by the vendor in submitting their Quotation. Each vendor does solely at that vendor's own cost and expense.

**14.** Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind whatsoever.

**15.** The vendor warrants all articles supplied under the contract, if any, to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.

**16.** Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

**17.** The vendor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up- grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from GPSD7, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

**18.** In the event of a breach by the vendor of any of the provisions of the contract, if any, GPSD7 reserves the right to cancel and terminate the contract, if any, forthwith upon giving oral and written notice to the vendor.

**19.** Vendor agrees that the waiver, acceptance, or failure by GPSD7 to enforce any provisions, terms or conditions of the contract, if any, shall not operate or be construed as a waiver of prior or subsequent breaches or the right of GPSD7 to thereafter enforce such provisions.

**20.** This order will not be accepted if it contains any hazardous materials and arrives without labeling meeting Oregon Administrative Rule 437, Oregon Occupational and Health Division. The shipment must include Material Safety Data Sheets (MSDS).

**21. DEBARMENT CERTIFICATION**

The vendor certifies that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the contract, if any, by any Federal department or agency. If requested by GPSD7, the vendor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the vendor for the contract, if any, shall be incorporated into the contract, if any, by reference.

**22. DISPUTE RESOLUTION**

**22.1** Litigation. Any claim, action, suit, or proceeding (collectively, “Claim”) between GPSD7 and vendor that arises from or relates to the contract, if any, shall be brought and conducted solely and exclusively within the Circuit Court of Josephine County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for GPSD7 of Oregon. In no event shall this section be construed as a waiver by GPSD7 of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **VENDOR BY EXECUTION OF THE CONTRACT, IF ANY, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION**

**22.2** Governing Law. The contract, if any, shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

**23.** Vendor accepts all risks of late delivery or mis-delivery of the Quotation, regardless of fault.

**Signature Page**

The undersigned proposes to furnish all goods as described, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and GPSD7 policies and regulations.

The undersigned, by submitting a Quotation, represents that:

A: The vendor has read and understands the specifications and the Quotation is made in accordance herewith.

B: The Quotation is based upon the materials required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this RFP may disqualify the vendor as being non-responsive. The undersigned certifies that the Quotation has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent responses or competition. The undersigned Respondent certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this Response:

Addenda: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

We therefore offer and make this Quotation on furnishing the following goods at the prices indicated hereon in fulfillment of the specifications of GPSD7.

Legal Name of Firm: \_\_\_\_\_

DBA Name (if applicable): \_\_\_\_\_

Service Provider Identification Number (SPIN): \_\_\_\_\_

Address: \_\_\_\_\_

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

FAX Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

URL: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_