

PROPOSAL PACKAGE

**Request for Proposal Number RFP #2020-CA01
TELECOMMUNICATIONS AND WIDE AREA NETWORK (WAN) CONNECTIVITY**

**Green Dot Public Schools California
1149 South Hill Street, Suite 600
Los Angeles, CA 90015**

Issue Date: Tuesday, September 24, 2019

470 Posting Date: Tuesday, September 24, 2019

Questions Due: Tuesday, October 8, 2019 at 5:00 PM PST

Answers Thursday, October 10, 2019

Bid Submittal Date/Time: Wednesday, November 20, 2019 at 11:00 A.M. PST

PUBLIC NOTICE

To: LA TIMES Attn.: Legal Notices	This legal notice is to be published on the following dates: FIRST PUBLICATION: September 24,2019 SECOND PUBLICATION: October 1,2019
Fax: 323-565-1610 Phone: 323-565-1600	

NOTICE of REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that Green Dot Public Schools California (GDPSC), will receive sealed proposals under E-rate rules for Request for Proposal Number #2020-CA01 for: DIRECT INTERNET ACCESS (DIA) and WIDE AREA NETWORK (WAN Services). Proposals can be obtained electronically at <https://greendot.org/procurement/>.

Sealed proposals must be delivered to the Green Dot Public Schools California, Attn: Cristina de Jesus, Chief Executive Officer, 1149 South Hill Street, Suite 600, Los Angeles, CA 90015, no later than **11:00 A.M. PST on Wednesday, November 20, 2019.**

Cristina de Jesus, Ed.D., CEO; Green Dot Public Schools California, Los Angeles County, State of California

**GREEN DOT PUBLIC SCHOOLS CALIFORNIA
TELECOMMUNICATIONS AND WIDE AREA NETWORK (WAN)
Service Provider Criteria and Contract Requirements**

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of E-rate Form 470 as set forth below:

Project Goals

GDPSC wishes to award a three (3) year contract, with 2 one-year voluntary extensions for a total of five (5) years to a vendor who can support the requested circuits

- 1 x 4Gbps, expandable up to 10 Gbps Direct Internet Access (DIA) to the LA Data Center; 3425 Manchester Blvd, Inglewood, CA, 90305
- 2 x 10 Gbps Aggregation circuits with ability to add additional 10 Gbps circuits as district needs increase at the Data Center
- 19 x 1 Gbps, expandable to 10 Gbps Metro Ethernet point-to-multipoint(P2MP) Wide Area Network (WAN) circuits to the schools and District Office (Identified in Appendix A)

The contract start date will commence on July 1, 2020 in conjunction with the E-rate Funding Year 23, (2020).

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

	Yes/No
1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer’s equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.	
Please elaborate:	
2. Does your company monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year and is your company able to provide monthly reports of outages?	

Please elaborate:	
3. Is your company able to provide, at no additional charge, immediate notification to a GDPSC network department representative of any and all telecommunications service outages or anomalies which affect the use of the service to GDPSC?	
Please elaborate:	
4. Please provide the process for GDPSC to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.	
Please elaborate:	
5. What is your escalation path to resolve priority outages?	
Please elaborate:	
6. GDPSC requires a non-performance policy of a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within GDPSC, when such faults, outages or anomalies are due to the oversight, neglect or unreliability of your company's services. Please indicate your acceptance of these conditions.	
Please elaborate:	
7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	

Please elaborate:	
<p>8. GDPSC requires the ability to add/relocate/remove sites by contract amendment based on district needs. Please indicate that all contract amendments will be concurrent with existing term of the contract.</p>	
Please elaborate:	

TRANSITION PLAN

The service within the scope of this contract is currently provided by Charter/Spectrum. The winning vendor will need to coordinate with the incumbent provider for a transition plan so that services can start July 1, 2020. Installation of services may commence prior to the start of service but may not be billed until the services have started.

GDPSC requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the GDPSC transition team. The transition plan is to outline the expectations the supplier team would have of GDPSC and the information or task GDPSC is to provide the supplier and the date any information or task would be required.

GDPSC reserves the option to terminate service, without penalty and with the full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it has good title to all elements of the facilities and services and has the legal right to contract with GDPSC for the installation and use of such facilities and services. Service Provider shall indemnify GDPSC and its trustees and employees against any claims or threat of claims brought by any third- party alleging infringement of any proprietary rights.

Evaluation Criteria

Price of the Eligible Services	40%
Implementation Timeline/Transition Plan	30%
Ability of Vendor to Deliver to all sites	10%
Experience with E-rate	10%
Experience with Green Dot	10%
Total	100%

Customer Requirements

- Option for growth by contract amendment including, but not limited to, increases in service and/or additions of locations, as determined necessary by GDPSC
- *Options for removal of sites due to closures or re-organization requirements as deemed necessary by GDPSC, by contract amendment. GDPSC requires that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of GDPSC.*

Information Requested

- Bid Format: Three copies of the bid in hard copy plus one copy available electronically or via Google Drive or Dropbox with all of the files of the bid electronically.
- Contract term: Green Dot is seeking a three (3) year contract with 2 one-year voluntary extensions.
- Include any and all one-time and recurring costs.
- Support agreements including response times.
- Timeline (see transition plan) stating number of days that services will be operational from date of order.
- Provide a minimum of three K-12 public school district references within California.

Instructions to Vendors

General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

Deadline for RFP Submittal

Vendors must submit all required documents prior to the deadline on **Wednesday, November 20, 2019 at 11:00AM PST**. All proposals shall be complete and final with no additional information required after

the close of the submittal date, unless specifically requested by GDPSC. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

All proposals shall be firm offers subject to acceptance by GDPSC and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to GDPSC, except as permitted by GDPSC.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time.

Three (3) hard copies of the proposal and 1 electronic copy must be received by **11:00 AM local time (PST) on Wednesday, November 20, 2019** at the following address:

Green Dot Public Schools California
Attn: Chief Executive Officer
1149 South Hill Street, Suite 600
Los Angeles, CA 90015

Proposals received after the exact time and date noted will NOT be considered for the bid process.

GDPSC shall not be responsible for, nor accept as a valid excuse for a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

Questions on the RFP:

Questions for bids are due by **Tuesday, October 8, 2019 5:00 PM PST** and will be answered by Thursday October 10, 2019. All questions or inquiries concerning this Request for Proposals must be submitted via electronic format to the following e-mail address: caerate@greendot.org. All answers will be posted on the Green Dot Website (<https://greendot.org/procurement/>) and emailed to all respondents. No oral questions will be accepted.

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material is the responsibility of the vendor, and shall not be chargeable in any manner to GDPSC. GDPSC will not be held liable for any cost incurred by vendors in responding to the RFP.

Vendor Qualifications

Vendor must be in business providing the services requested for a minimum of three (3) years and have an office within 50 miles of Los Angeles.

Right to Reject Any and All Quotes

GDPSC reserves the right to reject any or all quotation submissions and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, GDPSC reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Bid Protests

Any bidder who submitted a proposal to GDPSC may file a protest provided that each and all of the following are complied with:

- The protest is in writing;
- The protest is filed and received by the Chief Executive Officer not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
- The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the Chief Executive Officer or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to GDPSC's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by GDPSC shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, GDPSC's intent to award the Contract, or GDPSC's determination to reject all proposals.

Appendix A: List of Schools and Addresses

Los Angeles Area Middle and High Schools

School Name	Address	DIA Bandwidth	WAN Bandwidth	Max WAN Bandwidth
GDPSC District Office	1149 South Hill St., Suite 600, Los Angeles, CA 90015		1 Gbps	10 Gbps
Animo Inglewood Charter High School (Data Center)	3425 Manchester Blvd, Inglewood, CA 90305	4 Gbps (ability to upgrade to 10 Gbps)	2 X 10 Gbps Aggregation circuits	Ability to add additional 10 Gbps Aggregation circuits
Animo Jackie Robinson Charter High School	3500 S. Hill Street, Los Angeles, CA, 90007		1 Gbps	10 Gbps
Animo Leadership Charter High School	11044 S. Freeman Ave, Los Angeles, CA, 90304		1 Gbps	10 Gbps
Animo Pat Brown Charter High School	8205 Beach Street, Los Angeles, CA 90001		1 Gbps	10 Gbps
Animo Ralph Bunche Charter High School	1655 E. 27th Street, Los Angeles, CA, 90011		1 Gbps	10 Gbps
Animo South Los Angeles Charter High School	11130 Western Ave, Los Angeles, CA 90047		1 Gbps	10 Gbps
Animo Venice Charter High School	820 Broadway St., Venice, CA 90291		1 Gbps	10 Gbps
Oscar De La Hoya Animo Charter High School	1114 S. Lorena St, Los Angeles, CA 90023		1 Gbps	10 Gbps
Animo Mae Jemison Charter Middle School	12700 Avalon Blvd, Los Angeles, CA 90061		1 Gbps	10 Gbps
Animo Ellen Ochoa	4360 Dozier St., Los Angeles,		1 Gbps	10 Gbps

Charter Middle School	CA 90022			
Animo James B. Taylor Charter Middle School	810 E. 111th Place, Los Angeles, CA 90059		1 Gbps	10 Gbps
Animo Florence-Firestone Charter Middle School	8255 Beach Street, Los Angeles, CA 90001		1 Gbps	10 Gbps
Animo Legacy Charter Middle School	12226 S. Western Ave, Los Angeles, CA 90047		1 Gbps	10 Gbps
Animo Westside Charter Middle School	5456 McConnell Ave., Los Angeles, CA 90066		1 Gbps	10 Gbps
Alain LeRoy Locke College Preparatory Academy	325 E. 111th Street, Los Angeles, CA, 90061		1 Gbps	10 Gbps
Animo College Preparatory Academy	2265 E. 103rd Street, Los Angeles, CA, 90002		1 Gbps	10 Gbps
Animo Watts College Preparatory Academy	12628 Avalon Blvd, Los Angeles, CA 90061		1 Gbps	10 Gbps
Animo City of Champions Charter High School	9330 S. 8 th Ave, Inglewood, CA 90305		1 Gbps	10 Gbps
Animo Compton Charter School	900 Rosecrans Ave, Los Angeles, CA 90059		1 Gbps	10 Gbps

Appendix B:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(California Public Contract Code Section 7106)

State of California)
)
County of _____)

The undersigned declares that I am the _____ of _____, the party making the foregoing bid (the "Bidder"). The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. The Bidder has not secured any advantage against the public body awarding the contract or of anyone interested in the proposed contract. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

In signing below, bidder covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Bidders form.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____ [city, state].

Name of Bidder (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title

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

[SEAL]

Notary Public in and for the State of California

My Commission Expires: _____

Appendix C:

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) **E-RATE CONTINGENCY**

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. 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.

2) **SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

District is required to post both this RFP and Form 470 on the USAC EPC Portal site

<http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. Questions and responses will be posted in all locations. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located on the District website.

- a. 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 RFP.
- b. 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/service-providers/step01/default.aspx>
- c. 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>
- d. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.

- e. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- f. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- g. 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.
- h. 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>
- i. 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>

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. 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).
- c. 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.
- d. 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.

4) **STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

5) **INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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: _____