

Green Dot Public Schools Tennessee

4950 Fairley Rd., Memphis, TN 38109

Notice to Contractors calling for Bids

Bid # 22-TN01

GDPST (Green Dot Public Schools Tennessee) is currently soliciting a bid for a combined WAN and ISP service for GDPST, which is located in Memphis, TN. GDPST currently operates five schools as hub and spoke topology with the hub being located at Bluff City High School. GDPST's plans call for additional sites to be added as new charters are approved—therefore all bids must contain options for increasing and/ or decreasing sites, speeds and configurations as the District's needs change.

GDPST also maintains a 1 Gbps point-to-point(P2P) Data center to data center circuit between the GDPS Tennessee Data Center at Bluff City HS and the GDPS California data center located in Los Angeles, CA.

Vendor may submit bids for a three (3) year contract, with two optional separate one (1) year renewals and a one (1) year contract with four (4) optional one (1) year extensions starting July 1, 2022 for the DIA, WAN and Data Center connections.

The enclosed RFP is only for GDPST (Tennessee) schools. Bid submissions for any other GDPS school will be discarded. All bids must be sent electronically to tn.erate@greendot.org on or before **Friday, December 3, 2021 at 2PM.**

Important dates for Bid 22-TN01:

	Due Date
RFP Released	October 19, 2021
Last date for questions	November 2, 2021 – 2:00PM
Final addendum (if any) issued	November 4, 2021
Due Date of the RFP	December 3, 2021 – 2:00PM

Scope of Project

- Direct Internet Access (DIA) connection with a bandwidth minimum of 2 Gbps and expandable to 5 Gbps at Bluff City High School, 4100 Ross Rd, Memphis, TN 38115
- A Metro Ethernet/Ethernet Local Area Network (ELAN) or equivalent multipoint-to-multipoint (MP2MP) Wide Area Network (WAN) with a bandwidth minimum of 2 Gbps and expandable to 5 Gbps.
- WAN will connect all existing and future GDPST school sites.
- 1 Gbps point-to-point connection between GDPST's Data Center located at 4100 Ross Rd., Memphis, TN, 38115 and GDPSC's (Green Dot Public Schools California) Data Center located at 3425 Manchester Blvd., Inglewood, CA 90305

- 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.
- The vendor must be able monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year.
- The vendor must be able to provide incident response within 4 hours of service outages 24 hours per day, seven days per week, 365 days per year.
- The winning vendor will need to coordinate with the incumbent provider for a transition plan so that services can start July 1, 2022.
- GDPST intends to award up to 2 contracts as part of this bid (Item A: Internet Access Circuit and WAN Connections and Item B: Remote Data Center to Data Center connection.) and will evaluate each Item separately. Bidders can bid on any or all of the sections. Any section not being bid on should be marked on the bid form as 'No Bid'

This project is 100% contingent upon the approval of E-rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of contracts, the GDPST may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of GDPST. Contractors wishing to bid do so solely at their own risk. GDPST is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each bidder/contractor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the GDPST cancel the project.

Each bidder must fill out the excel pricing sheet (**Attachment A: Bid Pricing Sheet --GDPST List of Schools and NIFs**) for the sections they are bidding on.

Each bid will be submitted electronically to tn.erate@greendot.org. Due to attachment size limitations of 10 MBs, if the bid attachments exceed that amount, bidders can either submit multiple emails labeled 1 of X, etc, or share a dropbox or related cloud storage with GDPST at tn.erate@greendot.org on or before **Friday, December 3, 2021 at 2PM PST**.

Each bid shall be accompanied by (1) the list of proposed subcontractors; (2) the Non-Collusion Affidavit; and any and all documents and information required by the bid documents.

Each bid must include a valid SPIN (Service Provider Identification Number). The vendor is responsible for providing a FCC Registration Number (FRN).

GDPST is required to post this RFP on both the district website (www.greendot.org/procurement), and the EPC portal for the E-rate program <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>. In the event of a discrepancy between versions, the district website is the primary document and all other versions are copies.

Each bidder must have previous experience with the E-rate system used at public schools. It is the intent of GDPST to use the discounted method of invoicing Service Provider Invoice(SPI) which means that GDPST will pay its annual or monthly costs calculated by using the E-rate discount method first, and the selected

vendors will bill the E-rate program for the remainder of the invoice. Since GDPST operates schools in traditionally economically disadvantaged neighborhoods, we have been at the 90% discount rate.

GDPST reserves the right to reject any or all bids, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest bidder. The award of contract, if made by GDPST, will be to the qualified contractor whose bid best complies with all the requirements set forth in the bid documents and whose bid, in the opinion of GDPST while complying with all legal requirements, is in the best interest of GDPST, taking into consideration all aspects of the contractor's response, including the total net cost to GDPST.

Following the rules set forth by USAC for competitive bidding, price will have the most weight in determining the winning bidder for this project. Other factors will be included in the bid evaluation. The evaluation matrix is as follows:

Item A Internet Access and WAN Connections Bid Evaluation

Item	Evaluation Weight
E-rate Eligible Price	40%
Transition Plan	20%
Experience with District	20%
E-rate Experience	20%

Item B Data Center to Data Center Circuit

Item	Evaluation Weight
E-rate Eligible Price	40%
Latency	20%
Transition plan	20%
Experience with District	10%
E-rate Experience	10%

E-Rate Eligible Price is the portion of the bid which is subject to E-rate rules and excludes any ineligible components

Transition Plan is the length of time it will take for a vendor to implement their preferred solution, and the quality of the transition plan documentation (including project milestones)itself.

Experience with the District is the vendor interactions with any GDPST entity and includes customer service, billing, service reliability, and other general service related criteria.

E-rate Experience is the Vendor's ability to support E-rate rules, billing, deadlines, etc.

Latency: GDPST prefers dedicated circuits with low latency to support real time communications between the GDPST's data center in Tennessee and the GDPSC's data center in Los Angeles.

Other Requirements:

- All bidders must provide references of three completed projects of similar size and complexity with bid – Include contact person's name, address, and telephone number. GDPST prefers references that are local to Memphis, TN.
- All bidders must demonstrate ability to complete the project within the project time frame.
- All bidders must have an established working office within 50 miles of the GDPST administrative office.
- All bidders must have a minimum of five years' experience in the design, installation and configuration of communications systems.
- All bidders must have at least one full-time certified Associate on-staff for each manufacturer proposed. Installation crew must consist of designated manufacturer certified installers.

Point of Contact

All questions due on **November 2,2021 at 2PM** will be answered to all vendors and posted on the GDPST website. An email will also be sent to any bidder who sent in questions with all of the questions and answers posed, and an e-mail will be sent to each bidder with the same information, along with a final addendum with all questions. Questions should be directed to:

Jose Jauregui
Director of Information Technology
Email: tn.erate@greendot.org

Bidder is responsible for verifying that the bids were timely received by GDPST. GDPST shall not be responsible for any late delivery of bids.

For your convenience, an electronic copy of this RFP can be accessed from

www.greendot.org/procurement. Documents are available in PDF and Excel format.

E-rate Specific Terms and Conditions

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 <https://data.usac.org/publicreports/Forms/Form470Detail/Index>. 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: <https://slweb.usac.org/Spin/Search>
- 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 the FCC website
- d. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- 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. (Reserved)

h. 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.

i. 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 <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>

j. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

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 <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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) Reserved)

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^[PS3]. 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:

QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing to tn.erate@greendot.org until **Tuesday, November 2nd, 2021 at 2:00pm PST**. GDPST shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

GDPST will respond in writing to all questions by **Thursday November 4, 2021 at 2PM PST**. All answers will be provided as a numbered questions and answers document. For example: RFP Q&A #1.

GDPST shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to GDPST; (3) negotiating with GDPST any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact:

Green Dot Public Schools Tennessee
Attn: Daniel Penaranda, CBO
4950 Fairley Rd.,
Memphis, TN 38109
Email: tn.erate@greendot.org

GENERAL INSTRUCTIONS FOR BID 22-TN01

1. **Scope of Contract.** The Contract is for Direct Internet Access and Wide Area Network Service, hereafter referred to as “Telecommunications Services”. Contractor shall provide all of the required products, delivery, warranty, set-up if requested and other related services as required within this RFP document, on an “as-scheduled” and/or “as-requested” basis in accordance with all the terms, conditions and specifications specified herein. All telecommunications services provided under this RFP must be commercially and readily available for purchase.
2. **Response to Request for Proposal.** Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:
 - A. In addition to the RFP, the Contractor shall also complete as a part of the RFP the following documents: Non-Collusion Affidavit.
 - B. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal, enclosed in a sealed envelope and bearing the title of the work and the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.
3. **Withdrawal of RFP.** Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.
4. **Agreement.** The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.
5. **Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.
6. **(Reserved)**
7. **Award or Rejection of Response to Request for Proposal.** The contract will be awarded at District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either “individually”, “as a whole” or “in any combination”, whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. The District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to the school district with eligible price and all other

factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

8. **Taxes.** The Contract payments shall exclude all applicable taxes. The District shall pay only the State Sales and Use Tax, and/or County local taxes and Use Tax on the rates (unit costs), when applicable will be listed separately on the monthly service invoice. The Federal Taxes or other additional communication charges may be applicable, including but not limited to FCC charges, etc., and will be reflected on monthly service invoices.

Charges and Taxes for any related issued hardware will be billed on account and appear on monthly invoices for service, or separately on a monthly service invoice.

9. **Inspection of Responding Contractor's Facility.** As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. For the purposes of this RFP, the District understands that, due to the nature of wireless communications, verification of facility may be ability to contact and connect with Contractor's Customer Service centers & support systems. The District will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

10. **Contractor's Past Performance.** A Contractor may be ruled "Non-Responsive"/"Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

11. **Contractor Qualifications.** In order to be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a **minimum period of three (3) consecutive years.**

12. **Award Criteria.**

The document 'Evaluation Standards' included as part of this RFP will determine award(s) of various services and related equipment. Each prospective contractor will be required to respond to the Evaluation Standards to their best ability. The Evaluation Standards are considered part of this RFP and

no RFP will be accepted without a response to the Evaluation Standards. The District understands that the Evaluation Standards will require some narrative in response. Please use additional pages and be as complete as possible in providing responses.

13. Conflict of Interest.

By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.

14. If Bidder Protest.

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

14.1 The protest is in writing;

14.2 The protest is filed and received by the District's Tennessee Chief Business Officer, Daniel Penaranda not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;

14.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the 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 the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

15. Term of Contract. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be **July 1, 2022 through June 30, 2025**. GDPST reserves the right to extend the contract annually for up to two (2)

additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

Addresses of WAN Connections

School Name	Address
Fairley High School	4950 Fairley Rd., Memphis, TN 38109
Hillcrest High School	4184 Graceland Drive, Memphis, TN 38116
Kirby Middle School	6670 E. Raines Road, Memphis, TN 38115
Wooddale Middle School	3467 Castleman St., Memphis, TN 38118
Bluff City High School	4100 Ross Rd., Memphis, TN 38115

Addresses of ISP Connection

School Name	Address
Bluff City High School	4100 Ross Rd., Memphis, TN 38115

Addresses of WAN Connections (Datacenter to Datacenter)

School Name	Address
Bluff City High School	4100 Ross Rd., Memphis, TN 38115
Animo Inglewood High School	3425 Manchester Blvd., Inglewood, CA 90305

BID 22-TN01 BID FORM ITEM A – This form is required to be submitted with your proposal.

TO: **GREEN DOT PUBLIC SCHOOLS TENNESSEE**, acting by and through its Board of Education ("District"), 4950 Fairley Rd., Memphis, TN 38109

FROM: _____

(Name of Company)

(SPIN NUMBER)

(Address)

(Fed. Tax ID #)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

_____/_____/_____

(Date)

BID 22-TN01 BID FORM ITEM A (Continued)

Total RFP Proposal Amount of all items for Item A Internet and WAN Circuits

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

Numeric Proposal Amount: \$ _____

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

Total RFP Proposal Amount of all items for Item B Remote Data Center to Data Center Circuits

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

Numeric Proposal Amount: \$ _____

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

BID 22-TN01 BID FORM B – This form is required to be submitted with your proposal.

CERTIFICATION

I certify that I have read enclosed **Request for Proposal** and the instructions for submitting an RFP.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued. The **Addendum Nos. _____ received, acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below

BID 22-TN01 BID FORM C - This form is required to be submitted with your proposal.
NON-COLLUSION AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF _____

I, _____ being first duly sworn, deposes and

(Typed or Printed Name)

says that I am the _____ of _____, the party

(Title)

(Bidder Name)

submitting the foregoing Request for Proposal (the "Bidder"). In connection with the foregoing Request for Proposal, the undersigned declares, states and certifies that:

- 1.01 The Request for Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Request for Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other bidder, or to fix any overhead, profit or cost element of the proposal price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the RFP and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____

(City, County and State)

I declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

BID 22-TN01 BID FORM D

This form is required to be submitted with your proposal, if applicable.

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the GDPST Public Schools. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor’s address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor’s name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST

All subcontractors in excess of ½ of 1% of total Proposal must be listed.

Add additional sheets as needed.

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		
		Phone: ()

BID 22-TN01 Addendum A- Additional Information on desired services.

Please specify how your proposed system will meet the following minimum requirements.

Item A: INTERNET BANDWIDTH for Internet Access and WAN circuits

GDPST desires a dependable, fast Internet connection through a local or national company with offices in the greater Memphis area. Minimum bandwidth 2 Gbps with capabilities of at least 5 Gbps with future expandability. Please provide details on your customer service model and response times in the bid. Also please provide an outage log over the last 90 days of any service interruptions that occurred with your customers, the cause of the outage and the associated resolution time(s).

Item B: Remote Data Center to Data Center Circuit

INTERNET BANDWIDTH for Internet Access and WAN circuits

Please describe the connections you will make from GDPST Data Center to the GDPSC Data Center which is interstate traffic and crosses several state lines. How will this circuit be connected, and how will it be invoiced. GDPST prefers that all invoicing be assigned to the GDPST Data Center circuit.