



## Request for Proposals (RFP)

### Wide Area Network Service for Florida

Form 470 #240001096

Issued by:  
IDEA Public Schools  
2115 W Pike Blvd  
Weslaco, TX 78596

Proposal Closing Date:  
3:00 PM CST  
Tuesday, October 31, 2023

IDEA Florida, Inc. is accepting Proposals from qualified and experienced Vendors/Contractors to provide Category 1 Wide Area Network Services.

IDEA Florida, Inc. ("IDEA") reserves the right to revise and amend the specifications prior to the date set for the receipt of Proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and at least ten (10) business days in advance of the submission deadline. Revisions or amendments, if any, will be made by issuing an errata or addenda that is posted to IDEA's website. Every effort will be made to also send the errata or addenda issued to the parties known to have been furnished a complete copy of this RFP. It is the responsibility of each Respondent, prior to submitting the Proposal, to check IDEA's website to determine if an errata or addenda was issued and, if so, to obtain such errata or addenda.

Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to <https://forms.gle/1wqLEXmTzVyrwboM7>. All inquiries via email should have the subject line read: **Questions - WAN Service for Florida Form 470 #240001096**. To provide IDEA sufficient time to adequately prepare responses to Vendor/Contractor inquiries, all questions must be submitted by **October 12, 2023, no later than 3:00 PM CST**. Contact with IDEA personnel other than the Procurement Department regarding this solicitation may be a reason for elimination from the selection process. Any prospective Respondent detecting conflict or ambiguity in this RFP should notify the Procurement Department, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum.

Contact:  
Cindy Johnson  
E-Rate Consultant  
[cindy.johnson@erateservices.com](mailto:cindy.johnson@erateservices.com)  
(919) 353-1723

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
PART I – GENERAL INFORMATION AND INSTRUCTIONS .....	4
PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS .....	12
Scope of Work .....	12
Section 1: Overview .....	12
Section 2: Service Requests .....	13
Section 3: Solution Specifications .....	14
Section 4: Service Level Agreement .....	14
Performance Requirements .....	16
PART III – PROPOSAL SUBMISSION AND REQUIREMENTS .....	16
PART IV – EVALUATION CRITERIA .....	19
PART V – GENERAL TERMS AND CONDITIONS .....	20
PART VI – SUPPLEMENTAL TERMS AND CONDITIONS .....	26
PART VII – REQUIRED ATTACHMENTS .....	29
Attachment A – Title Page .....	31
Attachment B – Vendor/Contractor Information .....	32
Attachment C – Vendor/Contractor Certification and Signature Page .....	33
Attachment D – Proof of Insurance and/or Bonding .....	34
Attachment E – Certification Regarding Drug-Free Workplace .....	35
Attachment F – Non-Collusion Statement .....	36
Attachment G – IDEA Conflict of Interest Form .....	37
Attachment H – Equal Opportunity and Nondiscrimination .....	39
Attachment I – Felony Conviction Disclosure Statement .....	40
Attachment J – Certification Regarding Lobbying .....	41
Attachment K – Debarment or Suspension Certificate .....	42
Attachment L – Contract Provisions for Contracts Involving Federal Funds .....	43
Attachment M – Criminal History Review of Vendor/Contractor Employees .....	46
Attachment N – Reference Sheet .....	47
Attachment O – Recent and Ongoing Projects .....	49
Attachment P – Litigation, Terminations, Claims .....	51
Attachment Q – Proposed Pricing .....	53
Attachment R – Respondent’s W-9 .....	54
Attachment S – Deviations and Exceptions .....	556
Attachment T - IDEA Florida Inc. Vendor Packet .....	57
RFP #8-EC1-0124 for E-Rate Wide Area Network Service (Florida)	

Part VIII: APPENDICES .....58

Appendix A: Sites.....59

Appendix B: Vendor E-Rate Service Provider Number Requirement.....60

Appendix C: Checklist .....61

## PART I – GENERAL INFORMATION AND INSTRUCTIONS

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### 1) Introduction and Purpose

IDEA Public Schools (“IDEA”) is a Texas nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity and public school system. IDEA prepares Texas students from underserved communities for success in college and citizenship. IDEA is a growing network of 123 high-performing charter schools located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions. Although IDEA’s growth is rapid, it is also carefully planned. Schools begin with select grade levels and eventually reach full scale as a Pre-K-12 campus as grade levels are added to accommodate the students’ advancement.

IDEA’s mission is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since the first graduating class in 2007, 100% of seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

***Note: While IDEA’s affiliates serve students in other states, this Request for Proposals and any subsequent contract is only for goods or services provided to IDEA’s Texas based charter school and campuses.***

### 2) Objectives

Utilizing the Request for Proposals (RFP) method of procurement, IDEA is requesting Proposals from Respondents for the Leased Lit Fiber WAN Transport - the IDEA Public Schools is requesting resilient WAN transport services between the HUB locations (or “A” locations) at IDEA Austin Health Professions (HUB) and IDEA Public Schools Headquarters (HUB) to all Z locations as shown in *Appendix A* in a resilient design that allows for Virtual WAN management.

The new service is being planned to begin on **July 1, 2024**, which represents the expiration of the current WAN service and/or the establishment of new service.

All interested parties may access this RFP package online at the following address:

<https://ideapublicschools.org/our-story/finance-budget/>

### 3) Funding Authority

IDEA will utilize **State and Federal** funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s)/Contractor(s) through this RFP, including any purchase orders issued under said contract(s).

### 4) Rationale for RFP

RFP #8-EC1-0124 for E-Rate Wide Area Network Service (Florida)

Upon consideration of the requirements for the procurement under this RFP, IDEA determined that the RFP was the appropriate purchasing method for the following reasons:

- (a) The selection of the successful respondent will not be made primarily on the basis of price.
- (b) The purchasing requirements cannot be described by detailed specifications.
- (c) IDEA requires that each respondent provide innovative solutions to address the purchasing requirements set forth in this RFP.
- (d) IDEA anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements.

**Note: Only USAC vendors qualify to bid. Any potential bidder will need to create an account via USAC portal in order to qualify. Please use this link and instructions. <https://www.usac.org/e-rate/service-providers/>**

## 5) Proposal Submissions

- a) Proposal Response Requirements. Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.
- b) Eligible Respondents. Respondents who can meet the technical specifications for quality and other terms of this RFP, who are not debarred and/or suspended from conducting business with IDEA by federal and state funded agencies and have the right to transact business in **Florida** are invited to respond. A prospective Vendor/Contractor must affirmatively demonstrate responsibility and good standing. Submitting a Proposal represents to IDEA that Vendor/Contractor meets the following requirements:
  - i) Possesses or is able to obtain adequate financial resources to perform under this RFP.
  - ii) Can comply with the required scope of this RFP.
  - iii) Has a satisfactory record of integrity and ethics.
  - iv) Is otherwise qualified and eligible to receive an award.
  - v) Is in good standing with the applicable national or state agencies and associations.
- c) Required Format. To be considered, the Proposal must be prepared according to the stated specifications and specifications and should include the following information and content. Failure to include these items may result in disqualification. For details, see **Part III, Section 2, Proposal Requirements.**
- d) Submission of Proposals. Proposals shall be submitted via the web-based software portal, [Public Purchase](#). A signed, submitted Proposal submitted via Public Purchase constitutes an offer to

perform work and/or deliver the products specified in this RFP. Proposals shall be received no later than **3:00 PM CST on October 31, 2023**, along with the requisite signature pages, required attachments, and certification forms. Proposal envelopes received by mail must be clearly marked with this RFP number and 470 number and addressed as indicated in this RFP. Late Proposals will **not** be accepted. Faxed or emailed Proposals will **not** be accepted. Deviations from any terms, conditions and/or specifications, although discouraged, shall be conspicuously noted in writing by the Respondent and shall be included with the Proposal in **Attachment S**.

- e) Use of Brand Names. The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, IDEA will consider Proposal to be as specified. Illustrations and complete description must be included with the Proposal if proposing other than specified.
- f) Incurred Costs. All costs incurred in the preparation and submission of the Proposal shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Respondent.
- g) Proposed Costs. Respondent shall provide information on all costs that IDEA may incur related to providing the requested goods and/or services herein. Respondent will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA." Costs should be submitted utilizing or referencing **Attachment Q**.
- h) Discounts. Although IDEA may take advantage of any discount offered by Respondent for payment in less than thirty (30) calendar days, IDEA shall not consider discounts offered by Respondent during the evaluation of the Proposal submitted. IDEA will only evaluate Proposals based on the criteria set forth in **Part IV** of this RFP.
- i) Tax Exemption. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- j) Withdrawal of Submitted Proposal. At any time prior to the closing date and time, a Respondent may withdraw a submitted Proposal by submitting a request to withdraw in writing to [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org). By submitting a Proposal, each Respondent guarantees that the Proposal submitted, including the price(s) detailed therein, shall remain firm for a period of not less than one hundred twenty (120) days from this RFP closing date. No Proposal may be withdrawn during the 120-day period of offering.
- k) Proposal Constitutes Offer. A Proposal submitted in response to this RFP is an offer to contract with IDEA, based upon the terms, conditions, and specifications of this RFP and IDEA's standard terms and conditions. A Proposal does not become a contract unless and until it is accepted by

IDEA and approved by its Board of Directors (“Board”), as required by law and policy. Submission of a Proposal shall be construed to mean that the Vendor/Contractor agrees to carry out all conditions set forth in this RFP. By submitting a Proposal, Respondent affirms it has read and understands this RFP and terms and conditions set to govern the contract. Any proposed variation from the specifications, terms, and conditions shall be clearly identified in the Proposal (see **Attachment S**). Respondents must describe in detail any proposed variation to the stated specifications, terms, and conditions. Please note that variations are strongly discouraged and may be grounds for rejection at IDEA’s sole discretion. Please refer to earlier instructions and **Part I, paragraph 6, RFP Clarification and Questions** below on submitting any questions as to ambiguity, conflict, discrepancy, omission, or other error(s) that may relate to any requested variation in writing. If no changes are indicated, IDEA shall expect to receive the goods and/or services exactly as specified.

- l) RFP and Proposal Constitute Contract. Upon the Board’s acceptance of Respondent’s Proposal and approval of a contract with Respondent, this RFP and Proposal shall constitute the written, binding contract between the parties (the “Contract” or “Agreement”). IDEA shall not accept any contract or other written agreement from a Respondent submitted as part of its Proposal. IDEA reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If IDEA is willing to consider or needs a contract draft tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA’s standard terms and conditions.
- m) Open Records. As a Florida open enrollment charter school, IDEA is subject to the Florida Public Records Act, Section 119, Florida Statutes (“FPRL/FPRL”). Proposals submitted to IDEA in response to this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Texas law, Respondent is responsible for submitting arguments to the Attorney General identifying which exception(s) to the FPRL are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality normally are not accepted by the Attorney General. IDEA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent.
- n) Conflict of Interest. IDEA and any prospective or actual Vendor/Contractor are required to comply with Florida Statutes, Disclosure of Certain Relationships with Local Government Officials. Any Vendor/Contractor that does business or seeks to do business with IDEA must timely complete and submit the required Conflict of Interest Form referenced in **Attachment G**.
- o) Undue Influence. In order to ensure the integrity of the selection process, Respondent’s officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor/Contractor, directly or indirectly, through any contact with IDEA Board members or officials from the date this RFP is released until the award of a fully executed and approved Contract. By submitting a Proposal, Respondent affirms that the Vendor/Contractor has not given, offered to give, nor intends to give at any time hereafter any

economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.

- p) Proposal Errors. Respondents will represent that its Proposal is a true and correct statement and contains no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, the Vendor/Contractor may be removed from consideration or from any approved Vendor/Contract list maintained by IDEA.
- q) False/Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an accurate attribute or capability of Vendor/Contractor, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP, IDEA shall reject the Proposal.
- r) Proposal Signatures. The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal, Respondent represents and warrants that the individual submitting the Proposal and the documents made part of the Proposal is authorized to sign such documents on behalf of the Vendor/Contractor and to bind the Vendor/Contractor under any contract that may result from the Proposal submission. The signature should indicate the title or position that the individual holds in the entity.
- s) Rights Reserved by IDEA and Restrictions on the RFP Process.
  - i) IDEA reserves the right to cancel or withdraw this solicitation in whole or in part by issuance of a revised or amended RFP or a cancellation of this RFP.
  - ii) IDEA reserves the right to select any Proposal, or combination thereof, it deems the best value and in the best interest of IDEA, regardless of price. See **Part IV** for the evaluation criteria used in this RFP.
  - iii) IDEA reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Respondents or to create a pool of approved Vendors/Contractors. See **Part I, paragraph 11, Selection of Vendor(s)**, below. The fact that IDEA may make multiple awards should be taken into consideration by each Respondent and “all-or-none” combinations of goods and/or services will not be considered if not solicited.
  - iv) IDEA reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of IDEA. IDEA further reserves the right to accept, reject, or negotiate modifications in any terms of a Respondent’s Proposal or any parts thereof.
  - v) IDEA reserves the right to waive any formalities or technicalities if deemed in the best interest of IDEA. IDEA also reserves the right as sole judge of quality and equality.

## 6) Tentative RFP Timeline for WAN Service for Florida Form 470 #240001096

RFP Issue Date:	September 26, 2023
Respondent Question Cut-Off Date:	Thursday, October 12, 2023, at 3:00 PM CST

RFP #8-EC1-0124 for E-Rate Wide Area Network Service (Florida)



Addendum Issue Date:	Thursday, October 19, 2023
Proposal Closing Date & Time:	Tuesday, October 31, 2023, at 3:00 PM CST
Evaluation Period:	November 1 – 15, 2023
Board Meeting & Approval:	January 24 - 30, 2024
Initial Proposed Contract Term:	July 1, 2024-June 30, 2025

## 7) RFP Clarification and Questions

Questions must be submitted to <https://forms.gle/1wqLEXmTzVyrwboM7> E-mails and phone calls will not be accepted. Q & A will be posted in EPC as a 470 RFP document no later than **Thursday, October 19, 2023**. Questions submitted by Respondents before the submission deadline and answers prepared by IDEA, along with any errata or addenda to this RFP, if applicable, will be posted on the IDEA website at: <https://ideapublicschools.org/our-story/finance-budget/> and Public Purchase. IDEA will not answer questions verbally and any informal oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

## 8) Addenda or Errata

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addenda or errata. It is the responsibility of Respondent, prior to submitting a Proposal, to determine whether an addenda or errata was issued by checking IDEA's website: <https://ideapublicschools.org/our-story/finance-budget/>. All Respondents shall comply with the requirements specified in any addenda or errata issued by IDEA.

**Note:** Only USAC vendors qualify to bid. Any potential bidder will need to create an account via USAC portal in order to qualify. Please use this link and instructions. <https://www.usac.org/e-rate/service-providers/>

## 9) Respondent Responsibility

IDEA expects Respondents to be thoroughly familiar with all specifications and requirements of this RFP. Respondent's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor/Contractor from any obligation regarding this RFP. By submitting a Proposal, Respondent is presumed to concur with all terms, conditions, and specifications of this RFP unless otherwise specifically stated in **Attachment U – Deviations and Exceptions**.

Respondents who have not obtained this RFP directly from IDEA, or who may have downloaded the document from the IDEA website or vendor portal in Tyler Munis, shall be responsible for immediately notifying IDEA of their interest in order to receive all written addenda or errata on a timely basis. A Respondent who does not notify IDEA and submits a Proposal without receipt of all addenda or errata issued may be deemed to have submitted a Proposal not responsive to this RFP.

## 10) Contract Award

Written notice of award mailed or otherwise furnished to the successful Vendor(s)/Contractor(s) results in a binding contract without further action required by either party. IDEA further reserves the right to tender its own contract for products or services. IDEA may not accept, and may reject, any

contract or other written agreement submitted by a Respondent as part of its Proposal or offered by the successful Vendor(s)/Contractor(s). If IDEA is willing to consider or needs a contract draft tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA's standard terms and conditions.

### 11) Selection of Vendor(s)

IDEA may award this RFP to multiple Vendors/Contractors or to the Vendor/Contractor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **Part IV – Evaluation Criteria** in this RFP.

**Note:** Only USAC vendors qualify to bid. Any potential bidder will need to create an account via USAC portal in order to qualify. Please use this link and instructions. <https://www.usac.org/e-rate/service-providers/>

### 12) Contract Term

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and selected Vendor(s)/Contractor(s). The initial project term is expected to be **one (1) year**. At its sole discretion, IDEA may renew this contract for up to an additional **two (2) years**. Each renewal shall be effective for one (1) additional year effective from **July 1 through June 30 of any given year**. IDEA shall convey via written notice to the selected Vendor(s)/Contractor(s) at least thirty (30) days in advance of an Agreement expiration informing Vendor/Contractor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor/Contractor does not believe that it can renew the contract, the Vendor/Contractor shall provide IDEA with written notice at least ninety (90) days prior to the Agreement's expiration date.

### 13) Criminal Background Checks

If a Vendor/Contractor or subcontractor may have direct interaction with students pursuant to an Agreement resulting from this RFP, Vendor/Contractor must coordinate and cooperate with IDEA to ensure that appropriate criminal history review requirements are met as required by Florida Law, the Jessica Lunsford Act, which requires a vendor who will have employees in direct contact with students or present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action will be needed. Each vendor will be required, at its own cost, to comply with the background screening and badging requirements prior to providing services and provide proof of compliance. Covered employees or subcontractors of a Vendor/Contractor with disqualifying criminal histories are prohibited from providing goods and/or services to IDEA. Vendor/Contractor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor/Contractor shall cooperate with IDEA to ensure that all employees and subcontractors assigned to work under a contract have successfully passed a criminal background check prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the Agreement. IDEA reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the

requirements established by IDEA pursuant to Florida law. Vendor/Contractor shall provide certification that all of its personnel are eligible and that required background checks have been conducted as required by law. Complete **Attachment M**.

#### **14) Insurance Requirements**

- a) The insurance coverages specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor/Contractor. The Vendor/Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.
- b) The successful Vendor/Contractor will at a minimum carry and maintain Workers' Compensation, General Liability, and Property Damage Liability Insurance. Insurance Certificates must be submitted with the Proposal. IDEA reserves the right to review all insurance policies pertaining to this RFP to guarantee that the proper coverage is obtained and maintained by the Vendor/Contractor.
- c) Vendor/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):
  - i) General Liability: Vendor/Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: **\$1,000,000.00** per occurrence and **\$2,000,000.00** general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor/Contractor or anyone directly or indirectly employed by Vendor/Contractor. Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.
  - ii) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor/Contractor shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than **\$2,000,000.00** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor/Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.
    - The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA in the care, custody, or control of Vendor/Contractor.
    - **Cyber liability coverage** in an amount sufficient to cover the full replacement value

of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of IDEA that will be in the care, custody, or control of Vendor/Contractor.

Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.

iii) Workers’ Compensation: Vendor/Contractor shall obtain and maintain Workers’ Compensation Insurance in an amount consistent with statutory benefits outlined in the Florida Workers’ Compensation Act.

- d) Each insurance policy to be furnished by the successful Vendor/Contractor shall include “IDEA Public Schools” as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named-insured is not adequate to establish this status or fulfill this requirement.
- e) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.
- f) Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

#### **15) Administrative Procedure for Bidder Complaints**

Members of the public having complaints regarding IDEA’s purchasing procedures or operations may present their complaints or concerns via telephone to IDEA’s Anonymous Ethics and Compliance Hotline, 833-380-1041.

## **PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS**

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### **Scope of Work**

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in **Part IV** to review Proposals and potentially make multiple awards, if deemed in the best interest of IDEA, in its sole discretion.

IDEA is seeking to procure the following goods and/or services:

#### **Section 1: Overview**

Leased Lit Fiber WAN Transport - the IDEA Public Schools is requesting resilient WAN transport services between the HUB locations (or “A” locations) at

IDEA Health Professions (HUB)	5816 Wilcab Rd, Austin, TX 78721	30.273604, -97.675087
IDEA Headquarters (HUB)	2115 W Pike Blvd Weslaco TX 78596	26.169384, -98.011783

to all Z locations as shown in Appendix A in a resilient design that allows for Virtual WAN management.

The new service is being planned to begin on **July 1, 2024**, which represents the expiration of the current WAN service.

1. Pricing for one-year, two-year, and three-year contracts, with two (2) one-year voluntary extensions will be considered.
2. Pricing is requested for 1 Gbps for each location
3. Pricing must be submitted *without* Special Construction.
4. As with all E-Rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, the applicant will, at its sole discretion decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP do not obligate the district to make an award.
5. IDEA Public Schools currently has connections provided by Spectrum.

## Section 2: Service Requests

1. Applicant is seeking bids for a fully managed WAN solution. WAN connections are point-to-point fiber connections that connect individual instructional / non-instructional facilities in the same school district. See Section 3 for solution requirements.
2. Network Design and Construction Routes
  - a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. The applicant has, in accordance with E-Rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
  - b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
  - c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
  - d. Design must provide resiliency to ensure a single fiber cut or site failure will not affect the rest of the WAN connections.
  - e. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
3. A plan for regularly scheduled progress updates during the construction period must be addressed in the bid.

#### 4. Special Construction

- a. In E-Rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
- b. Proposals must be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs. Special Construction proposals will not be accepted.

### Section 3: Solution Specifications

#### 1. Wide Area Network

- a. Applicant must have dedicated, symmetrical transport bandwidth of **1 Gbps** between the designated endpoints.
- b. The solution must be scalable to 2Gbps.
- c. Contract options are requested for **12-months** terms of service.
- d. Each respondent is required to complete the attached pricing sheet with this RFP.
  - i. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - ii. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the matrix.
- e. A single provider is required for all sites. If subcontracts are utilized, IDEA Public Schools requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.
- f. All costs, including taxes and federal fees, required to deliver the proposed solution must be included in the bid. If there are charges for static IP addresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
- g. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
- h. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.
- i. Disconnect or downgrade fees must be included in the proposal.
- j. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

### Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
  - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
  - b. .25% frame/packet loss commitment
  - c. 25 ms round trip network latency commitment between regional sites (< 750 miles apart)

- d. 60 ms round trip network latency commitment between national sites (> 750 miles apart)
  - e. 10ms network jitter commitment
  - f. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
  - g. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking via a ticket portal, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.
  3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

<b>Length of Service Outage Per Site</b>	<b>Credit is the following percentage of monthly recurring cost</b>
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

4. Escalation: In the event that service has not been restored within 2 hours, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem.
8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Any contract award issued as a result of this RFP does not guarantee any minimum amount of service or payment. IDEA will not issue a Purchase Order (PO) until a campus or department initiates a request for the goods and/or services described in this RFP. A Vendor/Contractor shall not perform services for IDEA without the issuance of a PO or contract Agreement. A Vendor/Contractor will be compensated, with submission of proper supporting documentation, by IDEA for goods and/or services satisfactorily provided and/or performed in accordance with the Agreement requirements and this RFP.

### Performance Requirements

- a) The specifications included above are minimum basic requirements.
- b) The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.
- c) Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in this RFP, in compliance and conformance with any applicable law or ordinance, and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

## PART III – PROPOSAL SUBMISSION AND REQUIREMENTS

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### 1) Proposal Submission (*Faxed or emailed Proposals will not be accepted*).

Proposals may be submitted using Public [Purchase](#) or by sending a hard copy to:

IDEA Public Schools  
**Attn: Purchasing Department-WAN Service for Florida Form 470 #240001096**  
2115 West Pike Blvd  
Weslaco, TX 78596

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and 470 number and include:

- a) One (1) clearly identified hard copy ORIGINAL of the Proposal.
- b) One (1) copy of the Proposal on FLASH DRIVES, marked with Respondent's name.



**Note:** Only USAC vendors qualify to bid. Any potential bidder will need to create an account via USAC portal in order to qualify. Please use this link and instructions. <https://www.usac.org/e-rate/service-providers/>

## 2) Proposal Requirements

IDEA Public Schools reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified. Respondent's Proposal shall be organized in the following order, with each section clearly indexed:

### 2.1 Description of Proposal

- a. All current sites must be included in the bid. Failure to include all site names and addresses in a bid option could be considered grounds for disqualification.
- b. Respondent will provide a description of their proposal for all services and solutions.
- c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
- d. Service Provider must have a USAC 498 ID that is shown on the proposal.

### 2.2 Site names and addresses

- a. If their solution is chosen, respondents are required to include sites names and addresses on the contract.
- b. If their solution is chosen, respondents are required to include sites names and addresses on the monthly invoices.

### 2.3 Reselling and subcontracting

- a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
- b. If, at any point following the bid submission, any changes from the 3rd party alters the costs or significantly changes the scope of the proposed service then the Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.

### 2.4 Timeline

- a. For each response, respondents must include a timeline for bringing all sites online.
- b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.
- c. For solutions requiring construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.
- d. New service must be installed, and service started by **July 1, 2024**. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by **July 1, 2024**.

### 2.5 Demarcation

All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.

- a. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
- b. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
- c. The handoff to IDEA Public Schools campuses will need to be ethernet copper.

## **2.6 Network Diagram**

- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
- b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
  - If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied to provide a picture of potential latency.

## **2.7 Construction**

- a. Construction details should include the total project plant route feet, average cost per foot of outside plants, total strands, and number of strands dedicated to IDEA Public Schools.

## **2.8 References**

- a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant. – Attachment P

## **2.9 Bulk Upload Spread**

- a. The selected Service Provider will create the Bulk Upload Spreadsheets available for the E-Rate Form 471.

## **2.10 Contract**

- a. For each response, respondents must provide a prepared service contract ready for signing within 10 business days of receiving the Letter of Intent.

## **2.11 Complete and include the checklist on Appendix C.**

## **2.12 Complete and include WAN Pricing Worksheet Florida in “Attachment S”.**

## **2.13 E-Rate Program Integrity Assurance (PIA) Review**

- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
- b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
- c. For all responses that include construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.
- d. **All responses must agree, in writing, to this section in the Appendix D Checklist. Failure to answer is grounds for disqualification.**

## **2.14 Required Notice to Proceed and Funding Availability**

- a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.
- c. E-Rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

#### 2.15 **Additional Required Forms**

Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.

#### 2.16 **Additional Documentation (Optional)**

Additional documents may be submitted in instances where additional documentation is needed and not already captured.

## **PART IV – EVALUATION CRITERIA**

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In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s)/Contractor(s) whose Proposal(s) is/are determined, after evaluation by IDEA, to be the best value to IDEA. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

### **1) Competitive Selection and Proposal Evaluation**

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced Proposal. Award will be made to the Vendor/Contractor submitting the best responsive Proposal satisfying IDEA's requirements, price, and other factors. If one Vendor/Contractor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors/Contractors.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, as reflected in the below evaluation rubric. An evaluation committee will review and evaluate all Proposals based on the factors detailed herein. The committee evaluating the Proposals submitted may require any or all Vendors/Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors/Contractors may be requested to revise any or all portions of its Proposal. IDEA's Board will make the final decision on whether and to whom a contract is to be awarded.

Leased Lit Fiber, ISP and Voice Proposals will be scored according to the following rubric:

<b>% Weight</b>	<b>Evaluation Criteria</b>
50%	<b>E-Rate eligible recurring and non-recurring costs</b>
20%	Ability to support requirements as laid out in the RFP

10%	Ability to meet proposed contract terms and conditions
5%	Service uptime and availability reliability.
5%	E-Rate ineligible recurring or one-time costs
5%	Demonstrated scalability of technology through pricing for higher tiered bandwidths
5%	Minimum of three verifiable references are provided
<b>100 %</b>	<b>Total Possible Score</b>

## PART V – GENERAL TERMS AND CONDITIONS

**Assignment:** This Agreement may not be assigned by either party without the prior written consent of both IDEA and Vendor/Contractor. Any attempted assignment of this Agreement by Vendor/Contractor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor/Contractor without the prior written approval of IDEA. Vendor/Contractor is required to notify IDEA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**Compliance with Applicable Law:** To the extent applicable, Vendor/Contractor shall fully comply with all provisions of applicable federal and state law. Contractor must also fully comply with any and all federal, state, and local laws or regulations regarding any necessary business permit(s) and/or license(s) that are required to perform the Services described in this Agreement in Florida public schools. Contractor shall provide IDEA with copies of such permit(s) and/or license(s) within ten business days of the Parties' execution of this Agreement, and Contractor shall immediately notify IDEA of any changes to same. Vendor/Contractor shall also fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at: <https://ideapublicschools.org/our-story/national-board-of-directors/>.

**Conflict of Interest:** In accordance applicable Florida law, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Florida law, and other applicable law including federal and state "related party" law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

**Contractual Relationship:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor/Contractor or between IDEA and the Vendor's/Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor/Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

**Confidentiality- Name or Information Use:** Vendor/Contractor, and any person acting on its behalf or affiliated with the Vendor/Contractor, shall not use IDEA's name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, RFP #8-EC1-0124 for E-Rate Wide Area Network Service (Florida)

solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA's sole discretion.

**Debarment and Suspension:** Neither Vendor/Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

**Delivery of Goods/Items:** When the contract is for goods, Vendor/Contractor shall deliver complete orders, unless previously informed to and accepted by IDEA. Any deliveries not made in full are subject to a delay of payment by IDEA. Items shipped to the incorrect location by the Vendor/Contractor will be the responsibility of the Vendor/Contractor to correct. The Vendor/Contractor will be required to cover shipping charges to ship the items to the correct location. IDEA will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment. Shipments must include PO # and PMO contact name.

**Enforcement:** If the Agreement is for services, it is acknowledged and agreed that Vendor's/Contractor's services to IDEA are unique, which gives Vendor/Contractor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably or adequately compensated in damages. Accordingly, Vendor/Contractor acknowledges and agrees that a breach by Vendor/Contractor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor/Contractor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if IDEA is not in breach of this Agreement.

**Entire Agreement:** The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from IDEA) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements between the parties concerning the subject matter described herein or in the Agreement.

**Equal Opportunity:** Vendor/Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**Execution:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

**Formation and Good Standing:** Vendor/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Florida, and to the extent applicable, in good standing under the laws of Florida and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Florida with the Florida Secretary of State and the Florida Comptroller of Public Accounts and understands that remaining in good standing with Florida is a condition of the Agreement.

**General Warranty:** Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

**Gratuities:** IDEA may, by written notice to Vendor/Contractor, cancel this Agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor/Contractor (or any agent or representative of Vendor/Contractor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Florida law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor/Contractor in providing such impermissible gratuities.

**Indemnification:** VENDOR/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

**Inspection:** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that

they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

**Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Contract, the definition contained in the Code is to control.

**Law of State to Govern:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. Venue for any action to enforce the terms and conditions of this Agreement shall be maintained in the state or federal courts of Hillsborough County, Florida. Both parties agree to waive any rights they may have to a jury trial for any dispute concerning this contract.

**Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (OPERATOR OF A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

**Modifications:** The contract may only be modified, altered, or changed by a written agreement signed by both IDEA and Vendor/Contractor and their duly authorized agents.

**No Arbitration:** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Florida sitting in Hillsborough County, Florida.

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Florida Legislature and/or the Florida Department of Education pursuant to IDEA's charter contracts. This Agreement is further conditioned on continued allocation of funds by IDEA's Board of Directors (the "Board"). If the Legislature and/or the Florida Department of Education fails to appropriate or allot the necessary funds, or the Board fails to allocate

the necessary funds, then IDEA will issue written notice to Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

**No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR/CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

**Payment Terms:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- a) Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor/Contractor and/or the Agreement.
- b) Includes an invoice number and date.
- c) Is addressed to IDEA Public Schools, including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
- d) References the purchase order number issued.
- e) Delineates in sufficient detail the goods and/or services provided to IDEA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by IDEA.

**Prices:** IDEA accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

**Product Recall:** Vendor/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**Purchase Order Required:** Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an IDEA approved purchase order.

**Record Keeping:** It is the responsibility of Contractor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the Florida



Department of Education. The books and records related to the Services shall be maintained by Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

Additionally, IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Contractor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

**Rights to Inventions Made Under a Contract or Agreement:** The Vendor/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and IDEA belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

**Severability:** In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

**Tax Exempt:** IDEA is tax-exempt. Vendor/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. IDEA will provide a tax exemption certificate to Vendor/Contractor upon request.

**Termination:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

**Florida Public Records Law:** Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Florida Public Records Law ("FPRL"), Chapter 119, Florida Statutes. Under the FPRL, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the FPRL requires IDEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Florida Attorney General to establish that disclosure of the information would cause substantial competitive harm.

**Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be

removed from the work under this Agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative(s).

## **PART VI – SUPPLEMENTAL TERMS AND CONDITIONS**

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**Buy America Act:** If the source of funds identified in **Part I, paragraph 3, Funding Authority** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

**Confidential and/or Proprietary Information:** Vendor/Contractor acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to IDEA. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

- a) Information relating to IDEA's financial, regulatory, personnel, or operational matters.
- b) Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of IDEA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from IDEA or its agents.
- f) The term "Confidential Information" does not include the following:
  - i. Information available to the public through no wrongful act of the receiving party.
  - ii. Information that has been published.
  - iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor/Contractor agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order.

Vendor/Contractor agrees to release to IDEA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

**Federal Funds:** As disclosed in **Part I, paragraph 3, Funding Authority**, the source of funds for this RFP and resulting Agreement is federal funds. Subsequently, the provisions stated in 2 CFR 200.326 and Appendix II to 2 CFR 200 are applicable. See **Attachment N** for details of these provisions.

**Identity Theft Protection:** If Vendor/Contractor will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

- a) Vendor/Contractor agrees to maintain the confidentiality of “personal identifying information” and “sensitive personal information,” as those terms are defined in Florida Statute § 501.171 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Contractor agrees that “personal identifying information” and “sensitive personal information” will be collected only as necessary and in conjunction with this Agreement, and will be restricted in its distribution and accessibility such that only authorized representatives of Contractor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, “personal identifying information” and “sensitive personal information” will be disposed of through secure means, such as shredding paper files and erasing electronic files.
- b) Vendor/Contractor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not “personal identifying information” or “sensitive personal information”; (iii) that is obtained by Vendor/Contractor from third parties without restrictions on disclosure and is not obviously “personal identifying information” or “sensitive personal information”; or (iv) is required to be disclosed by order of a court or other governmental entity.
- c) Vendor/Contractor stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by IDEA under this Agreement.
- d) If Vendor/Contractor becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Contractor shall immediately notify IDEA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, as defined in Florida Statute § 501.171 of, Contractor shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at IDEA’s sole discretion, result in IDEA immediately terminating this Agreement without financial penalty.

**Payment and Performance Bonds:** If required pursuant to Florida Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order, the Vendor/Contractor shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor/Contractor.

**Privacy of Employee or Student Data:** When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply and Vendor/Contractor will enter into a Data Sharing Agreement provided by IDEA:

- a) General Guidelines. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g. IDEA has determined that Vendor/Contractor has a legitimate

educational interest in the educational records, as that term is defined under FERPA, of IDEA's students who receive the services, and that Vendor/Contractor is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor/Contractor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor's/Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

- b) Definition of "Student Data": "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes, but is not limited to, student data, metadata, and user content.
- c) Collection and Use of Student Data: Vendor/Contractor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor/Contractor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor/Contractor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- d) If Vendor/Contractor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
- e) Data De-Identification: Vendor/Contractor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor/Contractor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.
- f) Marketing and Advertising: Vendor/Contractor will not use any Student Data to advertise or market to students or their parents.
- g) Modification of Terms of Service: Vendor/Contractor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.
- h) Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
- i) Access and Transfer or Destruction: Any Student or Employee Data held by Vendor/Contractor will be made available to IDEA upon request by IDEA. Vendor/Contractor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor/Contractor may have transferred Student or Employee Data are destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.
- j) Rights and License In and To Student or Employee Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor/Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor/Contractor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual

property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

- k) Security Controls: Vendor/Contractor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor/Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor/Contractor will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor/Contractor agrees to share its incident response plan upon request.

## **PART VII – REQUIRED ATTACHMENTS**

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The attachments listed below are required and should be included with the Proposal.

### **ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor/Contractor Information
3. Attachment C – Vendor/Contractor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Non-Collusion Statement
7. Attachment G – IDEA Conflict of Interest Form
8. Attachment H – Equal Opportunity and Nondiscrimination
9. Attachment I – Felony Conviction Disclosure Statement
10. Attachment J – Certification Regarding Lobbying
11. Attachment K – Debarment or Suspension Certificate
12. Attachment L – Contract Provisions for Contracts Involving Federal Funds
13. Attachment M – Criminal History Review of Vendor/Contractor Employees and Certification

14. Attachment N – Reference Sheet
15. Attachment O – Recent and Ongoing Projects
16. Attachment P – Litigation, Terminations, Claims
17. Attachment Q – Proposed Pricing
18. Attachment R – W-9 Form
19. Attachment S— Deviations and Exceptions
20. Attachment T – Florida Vendor Packet

Attachment A – Title Page



**A Proposal Submitted in Response to**

**IDEA's Request for Proposals  
Wide Area Network Service for Florida Form 470 #240001094**

Submitted By:

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(Full Legal Name of Vendor/Contractor)

On:

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(Date of Proposal Submission)

## Attachment B – Vendor/Contractor Information

### Vendor/Contractor Information:

1. Vendor/Contractor Legal Name: \_\_\_\_\_
2. Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_
3. Employer Identification Number: \_\_\_\_\_
4. Street Address: \_\_\_\_\_
5. City, State, and Zip Code: \_\_\_\_\_

### Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor/Contractor.

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

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

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

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



## Attachment C – Vendor/Contractor Certification and Signature Page

I, the undersigned authorized representative of Respondent, submit this Proposal and have read the specifications, which are a part of this RFP. My signature certifies that I am authorized to submit this Proposal, sign as a representative for Respondent, and carry out the services solicited in this RFP.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title/Role of Authorized Representative: \_\_\_\_\_

Vendor/Contractor Legal Name: \_\_\_\_\_

Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

## Attachment D – Proof of Insurance and/or Bonding

*Please provide proof of insurance and/or bonding as detailed in RFP specifications.*

## Attachment E – Certification Regarding Drug-Free Workplace

*This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701 and Pursuant to 2 CFR Part 182.*

The undersigned Vendor/Contractor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's/Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor's/Contractor's policy statement.
- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying IDEA within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment F – Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to IDEA any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Florida.

## Attachment G – IDEA Conflict of Interest Form

### IDEA Florida Inc. Conflict of Interest Form

**By signature of this Proposal, Vendor provides, covenants and affirms that:**

- Name and corporate structure of vendor.

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- If your business entity does not have any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members –

Write N/A 

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- If your business entity has any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members. List the name of the IDEA employee, officer or board member there is a relationship with and the relationship to that person.

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- No manager, or employee or paid consultant of Vendor is a member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors or an employee of IPS Enterprises Inc. or IDEA Florida Inc.
- No manager or employee or paid consultant of Vendor is married to a member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 5% in Vendor.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflicts of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA Public Schools and shall immediately refund to IDEA any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by IDEA \ relating to that contract.

- Some but not all of the relationships described above may be disqualifying for vendors.

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Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

**If you have any questions, please contact:**

Travis Markey, Sr/ Director of Finance / IPS Controller  
P. 225-888-6187 | [travis.markey@ideapublicschools.org](mailto:travis.markey@ideapublicschools.org)

Stacy Frank, Purchasing Clerk III  
P. 225-572-0771 | [stacy.frank@ideapublicschools.org](mailto:stacy.frank@ideapublicschools.org)

## Attachment H – Equal Opportunity and Nondiscrimination

Vendor/Contractor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

### EEO Laws, Rules, Guidelines, Regulations

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Florida Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment I – Felony Conviction Disclosure Statement

Pursuant to Florida Statutes §1012 et seq., Notification of Criminal History of Vendor/Contractor, “noninstructional school district employees or contractual personnel who are permitted to access on school grounds when students are present who have direct contact with students or who have access to or control of school funds must meet the screening requirements of §1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board.” Additionally, in accordance with this state law, “A person subject to this subsection who is found ineligible for employment under §1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may not be employed, engaged to provide services, or serve in any position that requires direct contact with students.”

I, the undersigned agent for the legal entity named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR/CONTRACTOR NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT): \_\_\_\_\_

- ☐ Vendor/Contractor is not owned or operated by anyone who has been convicted of a felony.
- ☐ Vendor/Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): \_\_\_\_\_

General description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

Name of Individual: \_\_\_\_\_

General description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed



## Attachment J – Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

---

Printed Name and Title of Authorized Representative

## Attachment K – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment L – Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by IDEA must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. IDEA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. IDEA must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. IDEA must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by IDEA in excess of \$100,000 that involve the employment of mechanics or laborers must include a

provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act*. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. *Energy Efficiency Standards and Policies*. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying*. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

11. Procurement of Recovered Materials. IDEA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor/Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

---

Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment M – Criminal History Review of Vendor/Contractor Employees

### Jessica Lunsford Background Screening Compliance

**Introduction:** Florida Law, the Jessica Lunsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action will be needed. For vendors providing services to charter schools in the Hillsborough District, more information may be found at [www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp](http://www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp).

Each vendor will be required, at its own cost, to comply with the background screening and badging requirements prior to providing services and provide proof of compliance.

#### Criminal History Review of Contractor Employees

**Please complete the information below:**

I, the undersigned agent for Vendor, certify that [check one]:

☐ None of the employees of Vendor and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

☐ Some or all of the employees of Vendor and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Vendor has complied with all the requirements of the Jessica Lunsford act as required by law.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA Florida, Inc. in writing within three business days.
3. Upon request, Vendor will provide IDEA Florida, Inc., the school district or its agents with the name and any other requested information regarding covered employees so that IDEA Florida, Inc. may obtain criminal history record information on the covered employees.
4. If IDEA Florida, Inc. objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA Florida, Inc.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA Florida, Inc. or having any direct contact with students.

I understand that non-compliance with this certification by Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

[Vendor Name]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

## Attachment N – Reference Sheet

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools or ISDs) that have used your services. IDEA would prefer some of the references to be new customers in the last year, and Florida clients/organizations are preferred:

1.	<hr/>			
	Customer/Client School or Organization/Entity Name			
	<hr/>			
	Street Address	City	State	Zip
	<hr/>			
	Contact Person	Phone Number	Email Address	
	<hr/>			
	Project Scope			
	<hr/>			
	Dates of Contract			
	<hr/>			
2.	<hr/>			
	Customer/Client School or Organization/Entity Name			
	<hr/>			
	Street Address	City	State	Zip
	<hr/>			
	Contact Person	Phone Number	Email Address	
	<hr/>			
	Project Scope			
	<hr/>			
	Dates of Contract			
	<hr/>			

3. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract



## Attachment O – Recent and Ongoing Projects

Respondent shall list any projects completed in the past three years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto.

1.	<hr/>		
	Customer/Client School or Organization/Entity Name		
	<hr/>		
	Contact Person	Phone Number	Email Address
	<hr/>		
	Brief Project Scope: <hr/>		
	<hr/>		
	<hr/>		
2.	<hr/>		
	Customer/Client School or Organization/Entity Name		
	<hr/>		
	Contact Person	Phone Number	Email Address
	<hr/>		
	Brief Project Scope: <hr/>		
	<hr/>		
	<hr/>		
3.	<hr/>		
	Customer/Client School or Organization/Entity Name		
	<hr/>		
	Contact Person	Phone Number	Email Address
	<hr/>		
	Brief Project Scope: <hr/>		
	<hr/>		
	<hr/>		

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment P – Litigation, Terminations, Claims

Respondent shall list any project completed in the past three years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity.

1. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment Q – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: “ATTACHMENT “Q” in its submitted Proposal.

IDEA Florida			1 YEAR		2 YEAR		3 YEAR	
Site	Bandwidth	WAN Connection Type	One-time Cost	MRC	One-time Cost	MRC	One-time Cost	MRC
IDEA Public Schools Headquarters (HUB)		Quote not requested						
IDEA Austin Health Professions (HUB)		Quote not requested						
1 IDEA Bassett	1 Gbps							
2 IDEA Hope	1 Gbps							
3 IDEA River Bluff	1 Gbps							
4 IDEA Victory	1 Gbps							
5 IDEA Lakeland	1 Gbps							
Fees								
TOTAL								

## Attachment R – Respondent's W-9

The W-9 is an official form furnished by the IRS **for employers or other entities to verify the name, address, and tax identification number of an individual receiving income**. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Attachment S – Deviations and Exceptions

If the undersigned Vendor/Contractor intends to deviate from the specifications listed in this RFP, all such deviations must be listed on this page (and attachments as necessary), with complete and detailed conditions and information included or attached. IDEA will consider any deviation in its RFP award decisions, and IDEA reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions. ***Please note that deviations and variations are strongly discouraged and may be grounds for Proposal rejection at IDEA's sole discretion.***

In the absence of any deviation entry on this form the Vendor/Contractor assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP.

- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP without deviation and exception.
- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows:

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*(For additional deviations and exceptions, refer to additional pages attached herewith.)*

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Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date



## Attachment T – Florida Vendor Packet

Florida Vendor Packet is on the following pages. Respondent shall complete IDEA Florida Inc.'s Vendor Packet in its entirety, sign, and submit with their proposal.



**IDEA Headquarters**  
2115 W. Pike Boulevard  
Weslaco, Texas 78596  
**Phone** 956.377.8000  
**Fax** 956.447.3796

We appreciate your interest in becoming a vendor with IPS Enterprises, Inc. or IDEA Florida Inc. (IDEA entities). Before we can set you or your business up in our software system and do business with you, please fill out and return the vendor packet in its entirety.

Here are a few things to keep in mind:

- Does your business accept purchase orders?
- Do not perform services or fulfill any orders without an approved purchase order in place.
- IDEA Entities are not responsible for materials, supplies or equipment delivered without an approved purchase order.
- IDEA Entities have a 30-day net payment policy.
- IDEA Entities does not pre-pay vendor for goods or services.
- Do not over ship or substitute items from the original purchase order unless pre-approved by the Purchasing or Accounts Payable Supervisors or the Director of Accounting Operations.
- Invoices must be rendered on the date of completed shipment of all materials/items on the purchase order. Separate billing for partial shipments is not allowed unless other arrangements have been done with Accounts Payable Supervisor or Director of Accounting Operations.
- IDEA Entities will verify if your business has been debarred or suspended on [www.sam.gov](http://www.sam.gov)
- IDEA Entities will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to [payableFL@ideapublicschools.org](mailto:payableFL@ideapublicschools.org) for processing.

For questions, please contact:

[ipsvendorinquiry@ideapublicschools.org](mailto:ipsvendorinquiry@ideapublicschools.org)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# IDEA Entities

## VENDOR MAINTENANCE FILE

(Check One)

Vendor no. assigned

☐  
☐

New Vendor

Revision to Vendor File

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

Attention: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_

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

Fax: \_\_\_\_\_

**Remit to Address (if different)**

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Vendor's Identification Number

☐ Individual's Social Security Number: \_\_\_\_\_ (i.e. 123-45-6789)

☐ Business / Company's Employer I.D. #: \_\_\_\_\_ (i.e. 74-1234567)

CO-OP Member ☐ YES ☐ NO If YES, which one: \_\_\_\_\_

### We pay this vendor for the following (Check as many as applicable)

Purchase Goods (*Explain Products*) \_\_\_\_\_

☐ Rent Products, Equipment, etc.

☐ Medical Payments

☐ Personal Services (*repairs, consultants, other services etc.*)

☐ Employee Reimbursements

☐ Travel Related (*mileage, meals, hotels, taxi, airfare, conference fees, etc.*)

Form 1099: Box 1

Form 1099: Box 6

Form 1099: Box 7

Requested by: \_\_\_\_\_

*Signature*

*Date*

### Business Office Use Only

This form must be filled out by IDEA employees, NOT by vendors.

**\*TYPE OR PRINT\***

Signature

Date

Posted by

1099 Vendor: ☐ YES ☐ NO

IF YES: 1099 BOX NO.

Vendors will not be added on system without an email or phone number provided.

All sections of this form must be filled out in order to process.

**Turn in forms to Purchasing Department**

[ipsvendorinquiry@ideapublicschools.org](mailto:ipsvendorinquiry@ideapublicschools.org)



## ACH Vendor Payment Enrollment Form

(Only for use with banks within the United States)

This form authorizes IDEA Entities to make payments to a business or individual electronically. It is the responsibility of the vendor to notify IDEA Public Schools of pertinent payee or company information and/or bank account changes verbally and in writing. IDEA Public Schools shall be entitled to rely on the authorization herein until it receives 45 days written notice of any change from the vendor. This form is required as IDEA Public Schools is going paperless. **Please type or print.**

### Section 1: Payee / Company Information

Vendor Name: \_\_\_\_\_

Social Security Number or Employer Identification Number: \_\_\_\_\_

Phone Number (s): \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

*(Email is mandatory to send payment notification to vendor when payments are initiated by IDEA Accounts Payable Department via Tyler Munis ERP system.)*

### Section 2: Account Information (For Accuracy Provide Voided Check)

☐

Personal Account

☐

Business Account

Bank Name: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ (must be 9 digits)

Vendor Bank Account Number: \_\_\_\_\_ ☐ Checking ☐ Savings

### Section 3: Authorization

Authorized Signature

Print Name

Title

Date

### Section 4: Submit Information to

IDEA Public Schools Headquarters  
2115 W. Pike Blvd  
Weslaco, TX 78596  
Phone: 956-377-8000  
Fax: 956-447-3796

OR

Email:

[ipsvendorinquiry@ideapublicschools.org](mailto:ipsvendorinquiry@ideapublicschools.org)



**IDEA Headquarters**  
2115 W. Pike Boulevard  
Weslaco, Texas 78596  
**Phone** 956.377.8000  
**Fax** 956.447.3796

## IDEA Florida Inc. Conflict of Interest Form

**By signature of this Proposal, Vendor provides, covenants and affirms that:**

- Name and corporate structure of vendor.  

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- If your business entity does not have any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members – Write N/A 

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- If your business entity has any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members. List the name of the IDEA employee, officer or board member there is a relationship with and the relationship to that person.  

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- No manager, or employee or paid consultant of Vendor is a member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors or an employee of IPS Enterprises Inc. or IDEA Florida Inc.
- No manager or employee or paid consultant of Vendor is married to a member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 5% in Vendor.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.

- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflicts of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA Public Schools and shall immediately refund to IDEA any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by IDEA \ relating to that contract.
- Some but not all of the relationships described above may be disqualifying for vendors.

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Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

**If you have any questions, please contact:**

**[ipsvendorinquiry@ideapublicschools.org](mailto:ipsvendorinquiry@ideapublicschools.org)**

## Jessica Lunsford Background Screening Compliance

**Introduction:** Florida Law, the Jessica Lunsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action will be needed. For vendors providing services to charter schools in the Hillsborough District, more information may be found at [www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp](http://www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp).

Each vendor will be required, at its own cost, to comply with the background screening and badging requirements prior to providing services and provide proof of compliance.

### Criminal History Review of Contractor Employees

**Please complete the information below:**

I, the undersigned agent for Vendor, certify that [check one]:

[☐] None of the employees of Vendor and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

[☐] Some or all of the employees of Vendor and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Vendor has complied with all the requirements of the Jessica Lunsford act as required by law.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Vendor will provide IDEA, the school district or its agents with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative



## Vendor Certification

**Public Entity Crimes:** Vendor certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

**Initial:** \_\_\_\_\_

**Federal Debarment Certification:** Vendor and its principals agree that it is in compliance with the Federal Debarment Certification, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at the 34 CFR Part 85, Sections 85.105 and 85.110- (ED80-0013).

**Initial:** \_\_\_\_\_

**Fair Labor Standards Acts - “Hot Goods”:** Vendor certifies that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

**Initial:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

## EEO Laws, Rules, Guidelines, Regulations

Vendor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967 as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

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Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by THE SCHOOL including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. *Energy Efficiency Standards and Policies.* Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying.* Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. *Procurement of Recovered Materials.* The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Signature

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Date

## Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA Public Schools in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA Public Schools in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Debarment or Suspension Certificate

IDEA Florida Inc. is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Vendor must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Vendor certifies that no suspension or debarment is in place, which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

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Vendor Name

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Signature of Authorized Representative

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Date

## Part VIII: APPENDICES

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The appendices included in this section contain information relevant to this RFP and to the preparation of a responsive Proposal.

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## Appendix A: Sites

	Entity Name	Address	City	State	Zip Code	Latitude	Longitude
1	IDEA Bassett	1845 Bassett Rd	Jacksonville	FL	32208	30.413117	-81.686159
2	IDEA Hope	5050 E 10th Ave	Tampa	FL	33619-2706	27.963322	-82.400105
4	IDEA Lakeland	1775 Interstate Dr	Lakeland	FL	33805	28.066810	-81.978330
5	IDEA River Bluff	2354 University Blvd N	Jacksonville	FL	32211	30.346926	-81.60692
6	IDEA Victory	11612 N Nebraska Ave	Tampa	FL	33612-5785	28.053410	-82.453040



## Appendix B: Vendor E-Rate Service Provider Number Requirement

IDEA would like to inform all interested vendors of the following: Service providers will be required to have an E-Rate Service Provider Number (SPIN) to access the Form 470 and to provide responses to this bid request. A SPIN may be obtained by contacting E-Rate's Customer Service, 888-203-8100."

## Appendix C: Checklist

- ☐ 1-year 1 Gbps
- ☐ 2-year 1 Gbps
- ☐ 3-year 1 Gbps
- ☐ Network design illustrated
- ☐ Construction routes are included
- ☐ Design provides resiliency
- ☐ Construction details (if needed)
- ☐ Bandwidth is scalable
- ☐ Pricing spreadsheet is attached
  - Pricing includes NRC
  - Pricing includes MRC
  - Pricing includes all taxes and fees, including current rate for USF
  - Understand that costs added to the quote after the bid is submitted are the responsibility of the company and not the Applicant
- ☐ Single provider for all sites
- ☐ The contract will allow for bandwidth upgrades via a contract amendment
- ☐ Site additions or reductions will be addressed via a contract amendment
- ☐ Disconnect fees
- ☐ Downgrade fees
- ☐ Agree to SLA
- ☐ Proposal includes all site names and addresses
- ☐ If notified of winning this bid, the contract will include all site names and addresses
- ☐ Cut-over dates
- ☐ Three references
- ☐ It is understood that failure to provide all items requested in this RFP are grounds for disqualification
- ☐ USAC 498 ID (SPIN)
- ☐ Upon award of a contract, Bulk Upload Spreadsheets will be provided
- ☐ An aggregate uptime of 99.9% uptime will be provided
- ☐ Circuits will not be throttled
- ☐ Protest deadlines are understood
- ☐ By submitting a proposal, we are agreeing to the requirements of the RFP
- ☐ SLA Portal (Ticket submission, network utilization, progression, tracking, etc.)

## **END OF IDEA PUBLIC SCHOOLS RFP**