

Request for Proposals (RFP)

#9-RFP-EC2-0124 for E-Rate Cat 2 Equipment & Cabling
Form 470 #240001146
Issued by:
IDEA Public Schools
2115 W Pike Blvd
Weslaco, TX 78596

Proposal Closing Date: 2:00 PM CST November 9, 2023

IDEA Public Schools, a Texas public charter school system, is accepting Proposals from qualified and experienced Vendors/Contractors to provide Structured Cable LAN Network, Network Electronics, Servers, UPS's, and Phone System KSU, if these items are applicable. The "District" needs these devices installed, configured, and maintained for the E-Rate period. (For a list of specific equipment, model numbers, and quantities, see scope of work.)

IDEA Public Schools ("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 10 (ten) 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/XwgcoiV2y3XsgdxP8, no later than 10 days before the bid deadline October 31, 2023 at 3:00 PM CST. A copy of the question and response will be uploaded into the EPC RFP section of this Form 470. All interested parties may access this RFP package online at the following address: https://ideapublicschools.org/our-story/finance-budget/

All proposals must be received no later than **the bid deadline stated on Form 470.** A completed signed bid proposal must be emailed to <u>erateinfo-tx@ideapublicschools.org</u> and <u>erate@erateservices.com</u>. Any Proposal received later than the specified time will be disqualified. IDEA Public Schools prefers to work with Vendors capable of providing the needs for the entire project within a Region or Phase as indicated on the attached spreadsheet. Therefore, Vendors must submit a complete proposal for all regional items. **No partial bids will be considered or accepted.**

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1) Introduction and Purpose

IDEA Public Schools ("IDEA") is a Texas nonprofit corporation and a tax-exempt organization pursuant to 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 Public Schools ("District") seeks a Structured Cable LAN Network, Network Electronics, Servers, UPS's and Phone System KSU, if these items are applicable. The "District" needs these devices installed, configured, and maintained for the E-Rate period. For a list of specific equipment, model numbers, and quantities, see list in Scope of Work.

The new service is planned to begin on <u>July 1, 2024</u>, which represents the expiration of the current service and/or the establishment of new service.

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

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) <u>Eligible Respondents</u>. 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 Texas 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:
 - Possesses or is able to obtain adequate financial resources to perform under this RFP.
 - Can comply with the required scope of this RFP.
 - Has a satisfactory record of integrity and ethics.
 - Is otherwise qualified and eligible to receive an award.
 - Is in good standing with the applicable national or state agencies and associations.
- c) <u>Required Format.</u> 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) <u>Submission of Proposals.</u> Proposals shall be submitted via the web-based software portal, <u>Tyler Munis Self Service</u>. A signed, submitted Proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in this RFP. Proposals shall be received no later than **2:00 PM CST on Thursday, November 9, 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 title and addressed as indicated in this RFP. Late Proposals will <u>not</u> be accepted. Faxed or emailed Proposals will <u>not</u> 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 U**.
- e) <u>Use of Brand Names.</u> 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) <u>Incurred Costs.</u> 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) <u>Proposed Costs.</u> 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 S**.
- h) <u>Discounts.</u> 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.
- 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) <u>Withdrawal of Submitted Proposal.</u> 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 <u>solicitations@ideapublicschools.org.</u> 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 U**). 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.
- I) 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 Texas open enrollment charter school, IDEA is subject to the Texas Public Information Act, Tex. Gov't Code §§ 552.001 et seq ("TPIA"). 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 TPIA 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) <u>Conflict of Interest.</u> IDEA and any prospective or actual Vendor/Contractor are required to comply with Texas Local Government Code Chapter 176, 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 Texas Ethics Commission's required Conflict of Interest Questionnaire Form CIQ referenced in **Attachment H**.
- o) <u>Undue Influence.</u> 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) <u>Proposal Errors</u>. 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) <u>False/Misleading Statements.</u> 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) <u>Proposal Signatures</u>. 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.
 - 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.
 - 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.
 - 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-ornone" combinations of goods and/or services will not be considered if not solicited.
 - 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.
 - 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.

Tentative RFP Timeline- The schedule for the primary events of this project are as follows. Items 3 through 6 are approximate dates and are subject to change based upon the evaluation process, SLD funding and School Board approval.

RFP Issue Date: October 09, 2023

Respondent Question Cut-Off Date: Tuesday, October 31, 2023, at 3:00 PM CST

Addendum Issue Date: Friday, November 3, 2023

Proposal Closing Date & Time: Thursday, November 9, 2023, at 2:00 PM CST

Evaluation Period: November 10 – 27, 2023

Board Meeting & Approval: January 24 - 30, 2024

Initial Proposed Contract Term: July 1, 2024-June 30, 2025

6) RFP Clarification and Questions

Questions must be submitted to https://forms.gle/XwgcoiV2y3XsgdxP8, E-mails and phone calls will not be accepted. Q & A will be posted in EPC as a 470 RFP document no later than November 3, 2023. Questions submitted by Respondents before the submission along with any errata or addenda to this RFP, if applicable, answers will be posted on the IDEA website at: https://ideapublicschools.org/our-story/finance-budget/, on the Tyler Munis Self Service website,

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.

7) 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/ or the RFP section of this Form 470 in EPC, the E-Rate portal. 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/

8) 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.

9) 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.

10) 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/

11) 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 <u>one (1) year with the option to renew</u>. At its sole discretion, IDEA <u>may renew this contract for up to an additional two (2) consecutive years</u> if the services have not been delivered or completed. Each renewal shall be effective for one (1) additional year effective from [term, e.g., July 1 through June 1 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.

12) Criminal Background Checks

Texas Education Code § 22.0834 requires entities that contract to provide services to IDEA Public Schools to either (i) obtain named based criminal history and/or fingerprinting record information regarding "covered employees" or (ii) provide sufficient information for IDEA Public Schools to arrange for the completion of name based criminal history and/or fingerprinting record information regarding "covered employees."

Definitions:

"Covered Employees": Any employee of a vendor who (1) has or will have continuing duties related to the contracted services¹ and (2) has or will have direct contact with students.² If both of these are met, a national criminal history record review is mandatory for any covered employee. Please note: (IDEA Public Schools will be the final arbitrator on what constitutes direct contact with students)

Contractor must coordinate and cooperate with the School to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Contractor and any of Contractor's personnel who will have continuing duties related to this Agreement and will have direct contact with students.

Vendor/Contractor will 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 Texas 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. **Attachment O.**

13) Insurance Requirements

- a) No Insurance Requirements as to IDEA. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.
- b) 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.
- c) 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.
- d) Vendor/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):
 - i) <u>General Liability</u>: 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 the 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 Texas Workers' Compensation Act.
- e) 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.
- f) 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.
- g) 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.

14) 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

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 Public Schools prefers to work with a Vendor capable of providing the needs for the entire project within a Region, Project Type, or Phase as indicated on the attached spreadsheet. Therefore, Vendors must submit a complete proposal for all regional items. No partial bids will be considered or accepted.

- Both Section 1A and 1B pertain to New Construction project types (Phase 1, 2, 3, etc.)
- Only Section 1A pertains to the Network Refresh project type. Do not include items listed in Section 1B.
- Floor plans will be provided in Appendix B

Section 1: Overview

A.	Intern	rnal Connections – Network Electronics			
	A. 1	General Requirements			
	A.1.1	The "District" is planning to add new and/or upgrade their Network Electronics. All new LAN Switches will feature 10/100/1000 Mb. The Vendor will provide equipment, configuration, and installation of these items listed in section I.			
	A.1.2	"The District" wants a contract with the Vendor to provide a complete, "turnkey" installation, configuration and maintenance. Vendors are responsible for receiving and storing equipment in their secured facilities until installation. These telecommunications network electronics should support voice, video, and data.			
	A.1.3	Proposals should include all the costs associated with the delivery of all labor services, and materials needed to complete the project. The Vendor will include all costs in the bid, shipping, insurance, delivery, taxes, etc. The Vendor will also include lift rental fee cost, and gym heavyduty flooring protection sheet. No additional costs will be allowed under the existing scope of work. The contract will include only one Vendor to provide all of the electronics.			
	A.1.4	The Vendor will provide documentation to prove their staff's capabilities, experience, and certifications. Information included in the Vendor Reference list (B.4) above should include network electronics installation, configuration and maintenance for similar projects.			
	A.1.5	The "District" requests all Vendors bid the approved equal equipment listed below in Section I. (Proposal will only be accepted on the spreadsheet provided) Other equipment, or technologies, or brand name solutions will be considered as alternates.			
	A.1.6	The attached list provides the minimal technology specifications that are acceptable to meet the "District's" current and future technology needs.			
	A. 2	Vendor Closeout Deliverables			
	A.2.1	Vendor is expected to provide the following deliverables			
	A.2.1.1	Equipment inventory list 1. Onsite equipment - newly installed equipment 2. Offsite equipment – removed old equipment, including new unused equipment			
	A.2.1.2	Access Point and Cabling as-built maps			
	A.2.1.3	Meraki portal updated with AP names and scaled map uploaded.			

B.	Interr	nal Connections – Structured Cabling
	B. 1	General Requirements

B. 1. 1 The primary scope of work is to provide a complete, "turn-key" structured cable infrastructure, if applicable, that will serve the district reliably for many years. All cabling, copper, and fiber optic must be plenum rated. Vendor is responsible for any removal of existing cable, racks, network equipment, as needed and approval of IDEA team. Vendor is to box, palletize, and deliver the removed items to District's designated centralized location.

B. 1.2 **Submittals**

- A. Product Data: Include data on features, ratings, and performance for each component specified. Additional details in Section A1.2 K.
- B. Shop Drawings: Include dimensioned plan, requirements listed below, and elevation views of components. Additional details in Section A1.2 L.
 - System / endpoint cable identification labeling schedules, including an additional electronic copy of labeling schedules, as specified in Part 3, in software and format selected by District.
 - 2. Fiber pathways and interconnects between MDF and IDF rooms
 - 3. Total cable drop counts per IT closet (MDF/IDF) assignment
 - 4. Cable drop counts per purpose/room/outlet
 - 5. IT rack elevation and patch panel port assignment list coordinate with District
 - 6. Conduit sleeves routed and penetrated to MDF/IDF rooms
 - 7. Conduit sleeve location shown in each room connecting to corridor
 - 8. Ground bar location and bonding to each rack and cable support system components
- C. Samples: For workstation outlet connectors, jacks, jack assemblies, and faceplates for color selection and evaluation of technical features.
- D. Product Certificates: Signed by manufacturers of cables, connectors, and terminal equipment certifying that products furnished comply with requirements.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article. Provide evidence of Current CommScope certification. Vendor/Contractor shall be certified under manufacture before bid date.
- Field Test Reports: Indicate and interpret test results for compliance with performance requirements. Copper and fiber cable certifications are required for IDEA IT network to review for any existing building takeovers with plans to re-use cabling.
- G. Maintenance Data: For products to include in maintenance manuals specified in Division 1 found in the Construction Specs document.
- H. Submittal procedures shall be per Division 1 General Requirements.
- Submit complete submittal package within 30 calendar days after award of this work for approval. Equipment is not to be ordered without approval. Partial submittals are not acceptable for review. Each submittal shall include a dated transmittal.
- J. Submittal may be electronically transmitted in PDF file format (preferred) or paper copies may be provided in quantities indicated in Division 1. Paper copies shall be organized including index tabs in a 3-ring black binder of sufficient size.
- K. Each Product data submittal shall include:
 - A cover sheet with the name and location of the project, the name, address, and telephone number of the Vendor/Contractor, and the name, address, and telephone number of all assigned sub-contractors. Include on or after the cover sheet sufficient space for review stamps.
 - An indication of any deviations from Contract Document requirements, including variations and limitations. Show any revisions to equipment layout required by use of selected equipment.

- A product data index and complete equipment list including for each product 3. submitted for approval the manufactures name and part number, including options and selections. 4. Cut-sheets or catalog data illustrating the physical appearance, size, function, compatibility, standards compliance, and other relevant characteristics of each product on the equipment list. Indicate by prominent notation (an arrow, circle, or other means) on each sheet the exact product and options being submitted. Submit design data, when the scope of work requires, including calculations, schematics, risers, sequences, or other data. When the contract requires extended product warranties, submit a sample of warranty language. Any resubmittal shall include a complete revised equipment list and any product 7. data that is revised. Submit shop or coordination drawings, when specified or the required for the scope of work, which include information that will allow to the Vendor/Contractor to coordinate interdisciplinary work and when necessary, guide the manufacturer or fabricator in producing the product. Shop or coordination drawings shall be specifically prepared to illustrate the submitted portion of work, this may require diagrams, schedules, details, and accurate to scale equipment and device layouts prepared using a CAD or BIM engineering drawing program. M. The District review of submittals is only for confirmation of adherence to design of project and does not relieve the Vendor/Contractor of final responsibility for furnishing all materials required for a complete working system and in complying with the Contract Documents in all respects. B. 1.3 **Final Observation** It shall be the duty of the Vendor/Contractor to make a careful observation trip of the entire project, assuring themselves that the work on the project is ready for final acceptance before calling upon the District to make a final observation. To avoid delay of final acceptance of the work, the Vendor/Contractor shall have all necessary bonds, warranties, receipts, affidavits, et cetera, called for in the various articles of these specifications, prepared and signed in advance, together with a letter of transmittal, listing each paper included, and shall deliver the same to the Architect/Engineer at or before the time of said final observation. The Vendor/Contractor is cautioned to check over each bond, receipt, et cetera, before preparing for submission to verify that the terms check with the requirements of the specifications. The following and other provision of Division 1 General Conditions will be required at time of final completion: Final clean up completed. All systems are fully operational, all material and devices installed. As built (as installed) drawings and operations manuals
 - B. 1.4 Drawings, Manuals, and Training

A. As-built drawings and operating and maintenance manuals may be electronically transmitted in PDF file format.

Upon completion of the installation, and prior to final inspection, the Vendor/Contractor shall furnish as-built drawings. In addition, the Vendor/Contractor shall furnish complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets. Manuals shall include wiring diagrams to indicate internal wiring for each device and the interconnections between the items of equipment. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system. Provide a parts list with manufacturer and model number for commonly replaced parts. Include complete instructions for the inspection, testing, and maintenance of the system. Place final cable certification test results in manuals. All cable paths and wiring methodology shall be documented. All cables shall have both ends labeled and included in the as-built documentation. Provide an MS Excel worksheet compatible format spreadsheet file cross referencing all cable run numbers, architectural room number, and owners room number for the origin and destination of each cable run. A formal on-site training session shall be provided by the Vendor/Contractor to the Districts Representative / Maintenance personnel and shall include instruction on the documentation, location, inspection, maintenance, testing, and operation of all system components. Provide a minimum of two (2) hours of documented general instruction. B. 2 **Standards** B. 2. 1 All Vendors must meet all applicable codes / standards defined below, and any others that may be defined. B. 2. 2 The Vendor will follow the National Electric Code (NEC), the National Electric Safety Code (NESC), any applicable State of Florida code, and local codes. B. 2. 3 The Vendor will provide materials and equipment that is new and will conform to the NEMA, UL, ANSI, IEEE, and IPCEA standards. All cabling will follow the BISCI standards of installation, testing and maintenance. B. 2. 3 ANSI/TIA/EIA Standards 568A (and 568B) - Commercial Building Telecommunications Cabling Standard ANSI/TIA/EIA Standard 569 - Commercial Building Standards for Telecommunications Pathways and Spaces ANSI/TIA/EIA - 606 - Administration Standard of the Infrastructure of Commercial Buildings ANSI/TIA/EIA - 607 - Commercial Building Grounding and Bonding Requirements for Telecommunications ANSI/TIA/EIA-758 - Customer Owned Plant Telecommunications Cabling Standard TSB-67, 95, and 72 - Testing standards and reporting B. 3 Scope of Project/Scope of Work B. 3. 1 A. The Horizontal Structured Cabling System shall consist of Category 6 and 6a cables routed and secured from the Telecommunications Room on each floor to the outlets as shown on drawings. All Category 6 outlets will terminate in the Telecommunications Room on

- 24-port and 48-port Category 6 patch panels. Wire management shall be used to provide cable management above, below and to each side of the patch panel.
- B. All structured cabling shall be from a single manufacturer to insure optimum performance.
- C. Provide a Commscope Uniprise data and telephone cable plant with a 25-Year Extended Product Warranty and Application Assurance per District standards
- D. Vendor/Contractor will provide all materials to place and terminate all outlet types.
- E. Vendor/Contractor will be responsible for supplying and installing the fiber and copper patch cords.
- F. Cable Routing and Installation
 - 1. System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical code requirements.
 - 2. The cable support system shall provide a protective pathway, using J-hooks, to eliminate stress that could damage the cabling. The cable shall not be crushed, deformed, skinned, crimped, twisted, or formed into tight radius bends that could compromise the integrity of the cabling. Detailed information on cable installation in Section 9.
 - 3. Horizontal cabling must not be fastened to electrical conduits, mechanical ductwork/piping, sprinkler pipes, or routed to obstruct access to hatches, doors, utility access panels, or service work areas. Do not route cables through fire doors, ventilation shafts, grates, or parallel with line voltage electrical conductors.
 - 4. For Work Area outlets/endpoints, each cable run shall include a 20-foot service loop with Velcro hook ties located above the ceiling. This is to allow for future relocation, retermination, or repair.
 - 5. For MDF/IDF rooms, each cable run shall include a three-foot service loop with Velcro hook ties located in the ceiling above the rack. This is to allow for future re-termination or repair.

B. 3. 2 **Backbone Fiber**

The Backbone Fiber Riser System shall consist of fiber cables with either 12 (twelve) 50-um OM4 multimode interlocking armor cable placed from the each IDF and terminating in the MDF, as shown on the drawings. All fiber terminations shall be fusion spliced pigtails with LC connectors. Fiber will be terminated and routed through rack mount fiber panels. Duplex LC fiber patch cords will be provided for each closet.

B. 3. 3 Cable Color Scheme

- A. Color scheme for cable runs and patch cables are indicated below. Selected cabling vendor should confirm quantity of each with construction and IT to ensure correct number and type of runs.
- B. The color code shall be as follows:

Purpose	Color
Data (wall jacks)	Blue
Wireless Access Points	Green
Projectors	Purple
Analog (security/fire/elevator	Orange
cross-connect)	

		Security Cameras	Yellow	
1		Intercom	White	
B. 3. 4	Cable R	un Designator Labeling Schem	ue	
В. 3. 4	A. Eac and lab EIA Lab ins	ch patch panel jack, wall plate job on the ceiling grid bar at jack eled with a cable scheme rus TIA 606 standards. All labeling types and scheme shall tallation. In the panels are to be labeled be purpose as indicated in the base 24-port patch panels are the	ack, terminal cabinet connector, be klocations that are concealed about a concealed about a conform to industry stares be verified and coordinated with ased on room number (or closet)	ove a drop ceiling shall be bels installed according to ndards and best practices. In the District prior to any number), sequential order rack.
	C. <ro< th=""><th>oom #>-<patch #="" panel=""><port#< th=""><th>on patch panel>-<purpose></purpose></th><th></th></port#<></patch></th></ro<>	oom #>- <patch #="" panel=""><port#< th=""><th>on patch panel>-<purpose></purpose></th><th></th></port#<></patch>	on patch panel>- <purpose></purpose>	
		IT Closet (Patch Panel)	Room (Faceplate)	
		RM228-A04-AP	MDF123-A04-AP	
		RM228-A05-P	MDF123-A05-P	
		RM228-A06-D	MDF123-A06-D	
	devices		hould be labeled indicating closet ectly into the switch and third-part e selected cabling vendor.	
		IT Closet (Patch Panel)	<u>Device</u>	
		IT Closet (Patch Panel) RM123-HVAC001	<u>Device</u> MDF123-B46-HVAC001	
		RM123-HVAC001	MDF123-B46-HVAC001	
B. 3. 5	J – Hool	RM123-HVAC001 RM123-LGHT001 RM123-MRQ001	MDF123-B46-HVAC001 MDF123-B47-LGHT001	

- 4. Split bundles greater than 2" dia. or provide cable tray.
- D. Category 6A, all attachments shall be approved for Category 6A cabling. Attachments shall be Caddy part numbers as follow, or approved equal, sized as follows:
 - 1. **CAT16HP or approved equal, 1**" diameter Capacity 10 Category 6A cables.
 - 2. CAT21HP or approved equal, 1.31" diameter Capacity 12 to 24 Category 6A cables.
 - 3. CAT32HP or approved equal, 2" diameter Capacity 25 to 35 Category 6A cables.
 - CAT48HP or approved equal, 3" diameter Capacity 48 Category 6A cables.
 - 5. Split bundles greater than 48 cables (maximum allowed bundle size) or provide cable tray.
- E. Do not mix different signal strength cables on the same J-Hook (i.e. fire alarm with data and telephone cable). Multiple J-Hooks can be placed on the same attachment point, up to the rated weight load of the attachment device.

B. 3. 6 Rack Hardware

Rack Hardware will be utilized in the telecommunication rooms to house terminated Category 6/6a patch panels, fiber termination hardware, and network switch equipment. All rack hardware will be secured to the floor with appropriate hardware and overhead by cable tray. All racks will be 7 feet in height and 19 inches wide with 3-inch channels.

Vertical cable management will be utilized between each rack and at the end of each rack row to manage vertical patch cables (in front) and horizontal cable runs (in back). 6" vertical cable managers will be used between racks to provide cable management vertically.

Alternately, as noted on the drawings, wall-mounted racks shall be utilized in the telecommunication room to house terminated Category 6/6a patch panels, fiber termination hardware, and network switch equipment.

All rack hardware will be secured to the wall with appropriate hardware.

All rack hardware shall be grounded to an approved building ground.

B. 3. 7	Fire-stopping systems	
	Suitable fire-stopping shall be used to prevent the spread of smoke and fire throughout the building. Vendor/Contractor will be responsible for installing fire-stopping system for every	
	wall or floor penetration as required by code.	
B. 3. 8	UPS	
	An Uninterruptible Power System shall be placed into each Telecommunications Room to	
	provide conditioned power and back-up in case of power failure. UPS shall be mounted in the	
	bottom of the rack housing the network equipment.	
3. 3. 9	Grounding and Bonding	
	Vendor/Contractor shall provide a ground bar at each termination location	
	(Telecommunications Rooms and Equipment Room). Vendor/Contractor shall provide a #6	
	AWG stranded copper wire cable between ground bars located at each TR and ER to the	
	building main service ground point. This ground conductor shall be utilized for equipment,	
	termination, equipment rack, cable tray and computer equipment grounding.	
	All grounding and bonding shall meet the National Electrical Code (NECÒ) as well as local	
	codes, which specify additional grounding and/or bonding requirements.	
	Communication bonding and grounding shall be in accordance with the NECÒ and NFPA.	
	Horizontal cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements	
	and practices. Horizontal equipment includes cross connect frames, patch panels and racks,	
	active telecommunication equipment and test apparatus and equipment.	
3. 4	Telecommunication Network System Requirements	
3. 4. 1	The Structured Cabling System shall consist of any one or all of the following structured	
	cabling elements or subsystems:	
	Work area	
	Horizontal cabling Tale and a service state of the service stat	
	Telecommunications room (or horizontal cross connect) Packhana cabling	
	Backbone cabling Equipment room	
	Entrance facility	
	All cable support structure	
3. 4. 2	Supported Applications	
J. 1. Z	The Structured Cabling System shall be capable of supporting and/or integrating the	
	following:	
	Analogue and digital voice applications	
	Data applications	
	Local area network services	
	Wide area network services	
	Video /Imaging services	
	Low voltage devices for building controls	
3. 4.3	Additional Requirements	
	Categorized copper product shall be used in conjunction with an approved equal or higher	
	Category cable as verified by ETL or TSV.	
	All structured cabling products shall be installed according to any applicable instructions.	
	All networks and other applications shall be installed per applicable standards and	
	manufacturers' guidelines and transmitted over the appropriate minimum Category copper	
	cable or fiber cable for which it was intended to operate on.	
	• All applicable local, state, national, and federal electrical and fire safety standards shall be	
	adhered to during and after installation.	
B. 5	cable or fiber cable for which it was intended to operate on. • All applicable local, state, national, and federal electrical and fire safety standards shall be	

	include the following options:
	* Category 6 and Category 6a Copper outlets
	* Patch (equipment) cords
	* Faceplates
B. 5. 1	Category 6 Copper Outlets
	All category 6 information outlets designed for termination of 4-pair balanced twisted-pair category 6 copper cables must possess the following characteristics at the minimum: • Be able to be a gravity feed (45 degree angled) as well as flush mount utilizing the same jack. • Have 110 style insulation displacement connectors with quadrant pair isolation and a pyramid wire entry system. Termination is accomplished with a single conductor impact tool. • Be backwards compatible to allow lower performing categories of cables or connecting hardware to operate to their full capacity. • Have rear protective strain relief caps rear entry, which will be installed onto cable after termination. • Support industry standards for T568A or T568B wiring options (568B wiring scheme applicable to this project) on each individual outlet. • Be side-stackable for high-density solutions. • Provide color-coded and labeled for VOICE, DATA or Blank, Snap-In icons for circuit identification. • Be constructed of high impact, flame-retardant thermoplastic. • Must be Third Party Verified to all claims. • Verified to ETL TSV performance in a channel CommScope Uniprise- UNJ600-BL or approved equal
B. 5. 2	Category 6a Copper Outlets
	A. All category 6a information outlets designed for termination of 4-pair balanced twisted-pair category 6a copper cables must possess the following characteristics at the minimum:
	 Be able to be a gravity feed (45 degree angled) as well as flush mount utilizing the same jack. Have 110 style insulation displacement connectors with quadrant pair isolation and a pyramid wire entry system. Termination is accomplished with a single conductor impact tool. Be backwards compatible to allow lower performing categories of cables or connecting hardware to operate to their full capacity. Have rear protective strain relief caps rear entry, which will be installed onto cable after termination. Support industry standards for T568A or T568B wiring options (568B wiring scheme applicable to this project) on each individual outlet. Be side-stackable for high-density solutions.

Be constructed of high impact, flame-retardant thermoplastic. 9. Must be Third Party Verified to all claims. Verified to ETL TSV performance in a channel Outlets at faceplate will color code according to application CommScope Uniprise- UNJ10G-GN or approved equal (for all WAP Drops) B. 5. 3 **Above Ceiling/Structure Mounted Jack Locations** Jack type to match colors above and shall be as follows: 1. 2. CommScope part number M101SMB-B-262 securely mounted to structure above the finished ceiling with Category 6 jacks and blanks as required. B. 5. 4 **Patch Cords** All category 6 Patch (Work-area) Cords shall use 4-pair balanced twisted-pair category 6 23 AWG stranded twisted pair copper cable and be available in both Booted and Non-Booted options. For work area data drops, we require the following length and quantity of patch cords. Fifty (50) CAT 6 work area patch cord, 10 feet in length and Blue in color shall be provided. UC1BBB2-0ZF010 or approved equal 2. Ten (10) CAT 6 work area patch cord, 15 feet in length and Blue in color shall be provided. UC1BBB2-0ZF015 or approved equal Five (5) CAT 6 work area patch cord, 25 feet in length and Blue in color shall be provided. UC1BBB2-0ZF025 or approved equal 4. Two (2) CAT 6 work area patch cord, 50 feet in length and Blue in color shall be provided. UC1BBB2-0ZF050 or approved equal For Projector Drops, provide one Purple category 6 10' patch cord per drop. UC1BBB2-**OLF010** or approved equal For Analog Drops, provide one Orange category 6 10' patch cord per drop. UC1BBB2-06F010 or approved equal For Security Camera Drops, provide one Yellow category 6 10' patch cord per drop. UC1BBB2-09F010 or approved equal For Intercom Drops, provide one White category 6 10' patch cord per drop. UC1BBB2-**08F010** or approved equal For WAP Drops, provide one Green category 6a 10' patch cord per drop. UC1BBB2-**OMF010** or approved equal Patch cords shall be from the same manufacturer as the horizontal cabling to insure optimum performance. B. 5. 5 Face/Wall Plates The faceplates shall support the network system by providing high-density in-wall, surface mount or modular office furniture cabling applications. The outlets consist of faceplates for flush and recessed in-wall mounting as well as mounting to the modular office furniture systems. The surface mount boxes can be mounted where in-wall applications are not possible or to support applications where surface mount is the best option. Designer series faceplates shall be available in single gang design in White and available in (1 or 4) port openings. They shall poses contoured edges for a contemporary appearance. They shall feature openings on both sides to allow easy identifications of the ports and accept Uniprise information outlets. They shall come equipped with mounting screws, label covers, and label cards. CommScope – M14LE-262 (4-port outlet) or Approved Equal CommScope - M13LE-262 (3-port outlet) or Approved Equal

Telecommunications Rooms Cable Termination Hardware Each horizontal or backbone cabling run will be terminated using appropriate connectors or connecting blocks depending upon the cable type. Matching patch cords will be used to perform cross-connect activities or to connect into the networking/voice hardware.
Cable Termination Hardware Each horizontal or backbone cabling run will be terminated using appropriate connectors or
Cable Termination Hardware
Tolocommunications Dooms
CommScope CS37P Category 6e U/UTP Cable
report identification number
CMR), and sequential footage markings starting at 1000 ending at 0. Web-Trak cable test
Manufacturer's part number, cable type, listing file number, number of pairs, listing type (i.e.
The cable jacket shall be printed with a minimum of the following information: Manufacturer,
Cable-Jacket Print
Typical PSUM NEXT & NEXT ≥ 10dB better than category 6 standard
Capacitance Unbalance of 58.2 pF Max @ 23 degrees Celsius.
Typical Positive PowerSum ACR ≥ 400 Mhz
Maximum Delay Skew < or = 25 ns
Tested to 650 MHz
pair assignment and should not be mixed
All data UTP wiring devices are designed for T568B wiring, T568A devices use a different
Cabling Testing Criteria
D. The cable manufacturer shall be ISO 9001 registered.
whichever is appropriate for the installation environment.
listed with an OSHA approved laboratory and carry labeling of either CMP or CMR
National Electrical Code (Article 800) and the Canadian Building Code. All cable shall be
C. All cable shall conform to the requirements for communications circuits defined by the
finished cable shall exceed the requirements of ANSI/TIA/EIA-568-B.2-1 Category 6.
B. These requirements are for cables of four unshielded twisted pairs of 23 AWG bare copper, thermoplastic insulated solid conductors enclosed by a thermoplastic jacket. The
furthest endpoint drop These requirements are for cables of four unshielded twisted pairs of 22 AWC bare
1. * Maximum cable length is 90 meters from telecommunications room to the
A. Category 6 UTP Cable
Copper UTP Cable
Bridged taps and splices are not permitted as part of the copper horizontal cabling
Horizontal cabling is installed in a star topology (home run)
floor as the work area being served
Horizontal cabling in an office should terminate in a TC located on the same
connect in the TC.
extends from the work area telecommunications outlet/connector to the horizontal cross-
The horizontal cabling system is the portion of the telecommunications cabling system that
Horizontal cabling Subsystem
CommScope – M12LE-262 (2-port outlet) or Approved Equal CommScope – M10LE-262 (1-port outlet) or Approved Equal

- B. The discrete distribution module (DDM) panels should be available in a 24- or 48-port, straight configuration.
- C. The panel should consist of a rack mounted base unit, rear cable management hardware, and labels for port numbering.
- D. Panel should mount in a 19-inch (483mm) equipment rack with universal hole spacing.
- E. The modular patch panel will be installed above and below switches. 24-port patch panels shall be installed above the top switch and below the bottom switch in each rack. 48-port patch panels shall be installed between switches in each rack.
 - 1. CommScope CPP-UDDM-2U-48 Patch Panel, 48 port or approved equal
 - 2. CommScope CPP-UDDM-1U-24 Patch Panel, 24 port or approved equal
- F. Outlets installed in the Modular Patch Panel will be color-coded to match application, workstation drop, and patch cord as follows-
 - 1. CommScope Uniprise- UNJ600-BL or approved equal (for all Data Drops)
 - 2. CommScope Uniprise- UNJ600-VL or approved equal (for all Projectors)
 - 3. CommScope Uniprise- UNJ600-OR or approved equal (for all Analog)
 - 4. CommScope Uniprise- UNJ600-YL or approved equal (for all Security Cameras)
 - CommScope Uniprise- UNJ600-262 or approved equal White (for all intercom)
 - 6. CommScope Uniprise- UNJ10G-GN or approved equal (for all WAP Drops)

B.7.1.2 Copper Patch (Equipment) Cords

- A. Category 6 and Category 6a patch cords to complete closet patching shall be provided by the Vendor/Contractor.
- B. One (1) one-foot patch cords are preferred in the closet to avoid the need for horizontal and vertical management of patch cords. Patch cords shall be from the same manufacturer as the horizontal cabling to ensure optimum performance and the color should match their respective cable run color and patch panel outlet.
- C. Provide one (1) per cable drop, plus an additional ten (10) for each color and type.
 - 1. Data- Blue category 6, UC1BBB2-0ZF001 or approved equal
 - 2. Projectors- Purple category 6, UC1BBB2-0LF001 or approved equal
 - 3. WAPs- Green category 6a, UC1AAA2-0MF001 or approved equal
- D. Provide one (1) per cable drop, plus an additional five (5) for each color and type.
 - 1. Security Cameras- Yellow category 6, **UC1BBB2-09F001** or approved equal
 - 2. Analog- Orange category 6, UC1BBB2-06F001 or approved equal
 - 3. Intercom- White category 6, UC1BBB2-08F001 or approved equal
- E. Uniprise Category 6 and Category 6a patch cords are high-performance UTP components available in a broad range of lengths and easy-to trace colors. They are designed to meet or exceed all Category 6 specifications yet are fully backward compatible with Category 5e and lower systems.
- F. 23 AWG conductors are securely mated with a patented RJ45 plug design to deliver superior electrical performance with excellent repeatability. The unique anti-snagging feature simplifies removal and replacement of patch cords.

B.7.1.3 Fiber Termination Enclosure

	equal with 3/4" bolt-hole spacing and #6 AWG green insulated copper wir to the building ground.
B.7.2.2	Cable Tray
	A. The Cable Tray in a Telecommunications Room / Equipment Room shall be placed to allow easy access into the room and formed as shown on drawings. Tray shall route cables from room entrance to their termination location. Tray shall use a standoff bracket to allow cables to be routed above racks and flow easily into vertical managers.
	 B. All cable trays shall be grounded to ground bar located in the termination location. 1. CPI Junction Splice kit Model #11302-X01 (Black in Color) or approved equal 2. CPI Support Bracket Model #11312-X12 (Black in Color) or approved equal 3. CPI Cable tray Model #10250-X12 (Black in Color) or approved equal 4. CPI Elevation Kit Cabinet Model #10506-X12 (Black in Color) or approved equal
	 5. CPI Elevation Kit Rack Model #10506-X06 (Black in Color) or approved equ 6. CPI Runway radius drop Model #10506-X12 (Black in Color) or approve equal
	 CPI Elevation Kit Cabinet Model #12100-712 (Black in Color) or approve equal CPI "L" bracket Model #11268-001 (Black in Color) or approved equal CPI Butt-Splice Kit Model #11301-X01 (Black in Color) or approved equal CPI Rack to Runway mounting plate Model #10595-X12 (Black in Color) or approved equal
	 CPI Wall angle support kit Model #11421-7-12 (Black in Color) or approve equal CPI Foot Kit Model #11309-X01 (Black in Color) or approved equal CPI Elevation Kit Cabinet Model #10506-X12 (Black in Color) or approve equal
	 14. CPI Vertical Wall Brackets Model #10608-X01 (Black in Color) or approve equal 15. CPI Grounding BusBar Model #13622-012. or approved equal 16. CPI Strap Kit #40164-001 or approved equal
	17. CPI Ground Terminal Block #08009-001 or approved equal 18. Superior Essex Ground Wire #12-018-04 (Green in Color) or approved equ 19. 3M Shield Bond connectors #4460-D or approved equal 20. CPI Elevation Kit Cabinet Model #10506-X12 (Black in Color) or approved
	equal 21. CPI Power Strip Cabinet Model #12820-705 (Black in Color) or approve equal
B. 8	Backbone Cabling System
	The Backbone Cable Subsystem in a building is the part of the premises distribution system that provides connection between equipment rooms, telecommunication rooms, and telecommunications service entrance facilities. A backbone subsystem provides either intrabuilding connections between floors in multi-story buildings or inter-building connections in campus-like environments.
	All cables shall be run using a star topology (home run) from the Main Cross-Connect (MC) is the Equipment Room to each Horizontal Cross-Connect (HC) within the Telecommunication Room. The length of each individual run of backbone fiber cable shall not exceed 2000 meters for multimode and the length of each UTP cable run for voice applications is not to

	exceed 800 meters (90 meters for data) as specified under TIA/EIA-568-A. The type of backbone fiber cable shall be 50/125 m multimode fiber optic cable. The bending radius and maximum pulling tension of the cable shall be adhered to during handling and installation.
B.8.1	Fiber Backbone
	The type of fiber cable used shall contain Laser Optimized 50 micron OM-4 Multimode fiber. Termination enclosure will be located at the top of the rack housing the network equipment in the Telecommunications Room. Termination enclosure shall be located at the top of the rack housing the network equipment.
	in the Equipment Room.
B.8.2	Fiber Cable
	• Fiber Optic Backbone Cable shall be rated OFNP or OFNR per the installation environment as defined by the NEC and local authority having jurisdiction.
	a) Fiber construction shall be multi-mode with a core/cladding size of 50/125 microns.
	Vendor/Contractor shall purchase and install the appropriate CommScope fan out and breakout materials where dictated by the application and choice of fiber optic cable type. The maximum attenuation of the cable shall be 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. The cable shall be capable of supporting 10 Gigabit Ethernet to 300 meters. b) See Multimode Fiber Specifications section for detailed specifications.
	• Fiber Optic Cable size shall contain 12 fibers, and termination shall be as per the backbone diagram, or Customer requirements. All Fiber Optical Cable shall be constructed to the requirements listed in Fiber Cable Specifications.
	• All fiber links shall be tested for attenuation using a power meter and light source. The allowable attenuation for any link shall be calculated using the CommScope link loss calculator.
	All testing shall be accomplished according to Section 11 of ANSI/TIA/EIA-568-B.1
	CommScope 50 micron LazrSPEED 300 Multimode fiber cable R-012-DZ-5LFSUAQ or approved equal
	CommScope 50 micron LazrSPEED 550 Multimode fiber cable R-012-DZ-5K-FSUAQ or approved equal

B.8.3	Fiber Cable Specifications
	This optical fiber backbone cable shall be suitable for installation in building riser systems, in
	conduit, in cable tray and/or in innerduct.
	1. Optical fiber cable shall be encased in an interlocking armor with an overall jacket.
	a. Optical fiber cable shall carry an OFCP (Optical Fiber Conductive Plenum) or OFCR
	(Optical Fiber Conductive Riser) rating, depending on installation environment.
	b. Outer Sheath: The outer sheath shall be marked with the manufacturer's name, date of
	manufacture, fiber type, listing (OFCP or OFCR), manufacturer's identification number, and

sequential length markings every two feet.

2. Temperature Range:

Storage: -40°C to +70°C (no irreversible change in attenuation).

Operating: -20°C to +70°C.

- 3. Humidity Range: 0% to 100%.
- 4. Single Unit Cables:
 - a. Maximum Tensile Strength (2 fibers).

During Installation: 1001 Newton (225 lb. force) (no irreversible change in attenuation). Long Term: 300 N (67 lb. force).

b. Maximum Tensile Strength (≥4 fibers):

During Installation: 1335 Newton (300 lb. force) (no irreversible change in attenuation). Long Term: 400 N (90-lb. force).

- 5. Multiple Unit Cables:
 - a. Maximum Tensile Strength (£24 fibers).

During Installation: 2670 Newton (600 lb. force) (no irreversible change in attenuation). Long Term: 180 N (801 lb. force).

b. Maximum Tensile Strength (36 ³ fibers ³ 48):

During Installation: 3560 Newton (800 lb. force) (no irreversible change in attenuation). Long Term: 1068 N (240-lb. force).

c. Maximum Tensile Strength (≥60 fibers):

During Installation: 4450 Newton (1000 lb. force) (no irreversible change in attenuation). Long Term: 1335 N (300-lb. force).

6. Bending Radius:

During Installation: 20 times cable diameter.

No Load: 10 times cable diameter.

B.8.4 Fiber Hardware

All Fiber Optic termination Hardware shall be CommScope. Termination hardware in the Equipment Room shall be CommScope for Multi-mode applications. All rack mount enclosures shall be CommScope Uniprise Ready enclosures.

CommScope SD-1U Enclosure or approved equal (IDF Room standard)

CommScope SD-2U Enclosure or approved equal (MDF Room standard)

CommScope SD-4U Enclosure or approved equal

B.8.5 LC Connectors

When fusion splicing is not practical, Qwik-II connectors shall be used to terminate multimode fiber. All Fiber Optic Connectors shall be CommScope. They shall be available in LC style connectors.

CommScope MFC-LCF-09-5X LC Connector for 0.9 mm Fiber (MM) or approved equal

B.8.6 | Fiber Optic Adapter Splice Cassettes

- A. The splicing cassette is designed for use in the SD fiber shelf, which has a LGX/1000 style footprint. Fusion splices are utilized and managed inside the cassette after splicing. The cassettes are available with 12 fiber LC duplex connections in 50-micron Multi-mode fiber and Single mode Fiber versions. The splice cassette is provided with pigtails in the appropriate fiber type and fusion splice protection sleeves. Break out kits are not required when utilizing the splice cassette.
- 3. This product is intended for indoor use or can be used outdoors in a suitable protective enclosure.

CommScope PNL-CS-12LCX-PT Splice Cassette (MM) or approved equal **B.8.7 Fiber Optic Patch Cords** All fiber optic patch cords shall be available in LC connector type. Cords shall be available in multiple jumper lengths. CommScope's fiber optic jumpers connect the patch panel/shelf to the equipment bay. Vendor/Contractor will provide Four (4) Duplex 5-foot and Three (3) Duplex 10-foot patch cords per IT room 1. CommScope FEXLCLC42-MXF005 or approved equal 2. CommScope FEXLCLC42-MXF010 or approved equal **B.9** Execution **Cable Routing and Installation B.9.1** System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical code requirements. Cable pathways, conduit, and cable support systems shall be complete with bushings, de-burred, cleaned, and secure prior to installation of cable. All wiring shall test free from opens, grounds, or shorts. All communications cable shall be supported from the building structure and bundled. Do not attach any supports to joist bridging or other lightweight members. D. The support system shall provide a protective pathway to eliminate stress that could damage the cabling. The cable shall not be crushed, deformed, skinned, crimped, twisted, or formed into tight radius bends that could compromise the integrity of the cabling. Communications cable must not be fastened to electrical conduits, mechanical ductwork/piping, sprinkler pipes, or routed to obstruct access to hatches, doors, utility access panels, or service work areas. Do not route cables through fire doors, ventilation shafts, grates, or parallel with line voltage electrical conductors. Support shall be provided by mounting appropriate fasteners that may be loaded with multiple cables. Provided that the weight load is carried by the support rod or wire, the support assembly may attach to the ceiling grid for lateral stabilization. The required support wires for the ceiling grid or light fixtures shall not be utilized. Any fastener attached to the ceiling grid shall not interfere with inserting or removing ceiling tiles. The cable pathway of supports must be positioned at least 12 inches above the ceiling grid. Communication cables shall not be run loose on ceiling grid or ceiling Communication cables shall be run in conduits, where stubs are provided, from H. wall or floor jacks to accessible areas above finished ceilings. Conduit shall be required only within walls and concealed spaces to provide access. Provide bushings to protect the cable from damage for conduit ends, box ١. openings, and passage through metal studs. Communication cables shall be run in bundles above accessible ceilings and J. supported from building structure. Cabling shall be loosely bundled with cable Velcro hook ties randomly spaced at 30 to 48 inches on center, cable ties shall

- not be tight enough to deform cabling and shall not be used to support the cabling.
- K. For Work Area outlets/endpoints, each cable run shall include a 20-foot service loop with Velcro hook ties located above the ceiling. This is to allow for future relocation, re-termination, or repair.
- L. For MDF/IDF rooms, each cable run shall include a three-foot service loop with Velcro hook ties located in the ceiling above the rack. This is to allow for future re-termination or repair.
- M. All cabling shall be placed with regard to the environment, EMI/RFI interference, and its effect on communication signal transmission.
- N. Non-conductive fiber optic cable is immune from EMI/RFI interference. Give priority when selecting a route to minimize exposure to possible cable damage from maintenance or service of all systems in the attic space.
- O. Do not route any data cable within two feet of any light fixture, HVAC unit, service access area, electric panel, or any device containing a motor or transformer.
- P. Communication cable will not be installed in the same conduit, raceway, tray, duct, or track with line voltage electrical cable without a metallic barrier meeting NEC requirements.
- Q. Maximum cable pulling tension should not exceed 25 pound-force (110 N) or the manufactures recommendation, whichever is less.
- R. Any pulling compounds utilized must be approved by the cable manufacturer and shall not degrade the strength or electrical characteristics of the cable.
- S. No terminations or splices shall be installed in or above ceilings, other than in designated end point housings.
- T. Cable bends shall not be tighter that the manufacturers' suggested bend radius.
- U. Mount all equipment firmly in place. Route cable in a professional, neat, and orderly installation.
- V. Provide for adequate ventilation to all equipment racks and take precautions to prevent electromagnetic or electrostatic hum.

B.9.2 UTP Cable Termination Practices

- A. Insulation Displacement Contact (IDC) connectors shall be used and installed per the manufactures' recommendations.
- B. Strip back only as much cable jacket as required to terminate.
- C. Preserve wire-pair twists as closely as possible to point of termination (0.5" maximum) to keep signal impairment to a minimum.
- D. Avoid twisting cable jacket during installation.
- E. Take care to ensure all data UTP wiring devices are designed for T568B wiring, T568A devices use a different pair assignment and should not be mixed.

B.9.3 Optical Fiber Cable Installation and Termination Practices

A. The following fiber optic connector installation methods are acceptable; fusion splice connection of factory-made pigtail connectors, epoxy/polish style connectors, or non-epoxy compression cam gel style connectors. In each case, the connector manufactures' instructions shall be followed and the recommended tools and supplies, including break out kits when required, shall be used for termination and testing. All Fiber strands to be terminated including future use pairs.

- B. As per industry standard IEC 61300-3-35 during optical fiber connector termination, certify, all terminations with a 200-power microscope (minimum). Follow all of the connector manufacturers' recommendations. Unacceptable flaws in the termination's will include, but not be limited to, scratches, full or partial cracks, bubbles, pits, or residual dirt, dust, oil, moisture, grinding or sanding debris in the connector. The acceptable final inspection shall show a connector tip that is properly aligned and free of imperfections in 100% of the core and 80% of the cladding. Any connectors that fail testing shall be inspected and re-tested after rework.
- C. During installation of optical fiber cable, do not allow pulling tension to exceed cable manufacturers' specification for the cable being installed. Only the strength member of the cable shall be subjected to the pulling tension.
- D. Clean all optical fiber connector tips prior to inserting them into mating receptacles or bulkheads and re-install dust covers. Clean the tester launch cord prior to each insertion, as well.

B.9.4 UTP Cables and Link Testing

- A. Acceptance Testing: Test each conductor of every cable on the reel to verify length and continuity. Cables that have been damaged in transit must be replaced. Installed cable that proves to be defective will be replaced at the vendor/contractor's expense.
- B. Final Testing: All UTP cabling will be certified to meet and or exceed the specifications as set forth for Permanent Link Testing of all Power over Ethernet electrical parameters including alien crosstalk performance. Mechanical requirement testing and test methods shall meet ANSI/CEA S-90-661 or ANSI/CEA S-102-732. Certified cable channel performance shall meet or exceed the requirements of ANSI/TIA-568, ANSI/TIA-1152-A, and ISO/IEC 11801 Standards for Structured Telecommunications Cabling Installations in a configuration up to 100 meters at swept frequencies of:
 - 1. 1 to 250 MHz Level III Class E for Category 6
 - 2. 1 to 500 MHz Level III Class EA for Category 6A.
- C. Test alien crosstalk (near-end and far-end loss) for a cabling system using a network analyzer with $100-\Omega$ pair terminations as follows;
 - The test device consists of two jacks; one jack is connected to a main test unit and the other to a remote test unit; the main test unit and the remote test unit are connected with a field tester communication channel (patch cord or link);
 - 2. Six-around-one cable-bundle configuration throughout the tested length;
 - 3. Cable ties placed 12 inches apart for the entire length of the bundle, except the last 3.2 feet from each end; no cable-tie-induced deformation of the bundle:
 - 4. Modeling four-connector channel configurations using the worst-case maximum and minimum configurations to determine the worst-case for different parameters;
 - Long channels with 90 meters of permanent link, 5 meters between the consolidation point and the telecommunications outlet, 10 meters of patch cords used to connect active equipment and cross-connect panels;
 - Measurement of alien crosstalk (near-end and far-end loss) between all pairs
 of the middle disturbed cable and each pair of all adjacent cables;
 - 7. Measurement of power sum of all 24 adjacent pair cables.

- D. The cable tester shall be ETL verified to IEC Level V accuracy or approved equal with the latest version of firmware and shall produce an electronic or printed report, noting label information, for each cable run. These reports are to be included in the close-out documentation. Testing shall be conducted with a Fluke DSX-5000 with OLTS and OTDR functions, or approved equal, permanent link adapters, high-performance channel adapters, termination plugs, 8-pin modular couplers and analysis software. Certifications shall include the following parameters for each pair of each cable installed:
 - 1. Characteristic Impedance 100 Ω +/- 15%
 - 2. Wire map (pin to pin and ground connectivity)
 - 3. Cable Length Permanent Link Test, station (horizontal) cable from patch panel to jack, should not exceed 295 feet (Channel length not to exceed 328 feet)
 - 4. DC Loop Resistance
 - 5. DC Resistance Unbalanced (Difference in DC Resistance between conductors of the same pair)
 - 5. DC Resistance Unbalanced (Difference in DC Resistance between conductors between pairs)
 - 7. Return Loss
 - 8. Insertion Loss
 - Near End Crosstalk Loss (NEXT)
 - 10. Power Sum Near End Crosstalk Loss (PSNEXT)
 - 11. Far End Crosstalk Loss (FEXT)
 - 12. Attenuation Crosstalk Ratio Far End (ACRF)
 - 13. Power Sum Attenuation Crosstalk Ration Far End (PSACRF)
 - 14. Transverse Conversion Loss (TCL)
 - 15. Equal Level Transverse Conversion Transfer Loss (ELTCTL)
 - 16. Coupling Attenuation
 - 17. Propagation Delay
 - 18. Propagation Delay Skew
 - 19. Power Sum Alien Near-End Crosstalk Loss (PSANEXT)
 - 20. Average Power Sum Alien Near End Crosstalk Loss (Average PSANEXT)
 - 21. Power Sum Alien Far-End Crosstalk Loss (PSAFEXT)
 - 22. Power Sum Alien Attenuation to Crosstalk Ratio Far–End (PSAACRF)

B.9.5 Optical Fiber Testing

- A. Acceptance Testing: Test each strand of every optical fiber cable on the reel with an OTDR, to verify length and continuity. Fiber cables that have been damaged in transit must be replaced. Installed fiber cable that proves to be defective will be replaced at the vendor/contractor's expense.
- B. Final Testing: After termination, each individual fiber of each cable segment shall be tested bi- directionally using an OTDR, both to determine the installed length and continuity. All individual fibers of each cable segment will be tested using a power meter to determine the actual loss. These readings will be taken at the 850 nm and 1300 nm windows for Multi-mode and 1310 nm and 1550 nm windows for single-mode. Testing will be in both directions. The final readings shall be listed in the certification report. These readings must not be higher than the "Optimal Attenuation Loss." The OAL will be calculated using the manufacturers' factory certified test results, (dB/Km) converted to the actual installed lengths plus the manufacturers' best published attenuation losses for the connector and/or splice installed on this project. (0.20 for Connectors and

- 0.10 for splices.) The OAL shall be used for comparison with the end to end power loss test results prior to acceptance by the construction manager.
- C. Fiber optic cable shall be subjected to bi-directional testing meeting ANSI/TIA-568 requirements. The cable tester shall produce a printed report, noting label information, for each cable run. These reports are to be included in the close-out documentation.

Section 2: BOM Attachments

- 1. 24-25 New Construction Phase 1 BOM
- 2. 24-25 Refresh- Central Texas BOM
- 3. 24-25 Refresh- Mid-RGV Texas BOM
- 4. 24-25 Refresh- Upper-RGV Texas BOM

PART III – PROPOSAL SUBMISSION AND REQUIREMENTS

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

Proposals may be submitted using the <u>Tyler Munis Self Service</u> website, <u>Public Purchase</u> or by sending a hard copy to:

IDEA Public Schools

Attn. Purchasing Department-RFP 9-EC2-0124

2115 West Pike Blvd

Weslaco, TX 78596

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title 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) General Requirements

Vendors providing proposals must provide documentation of their capability, qualifications, certifications, financial stability, and experience in providing the goods and services requested in this RFP. They must provide all documentation requested by RFP. Any proposal or bid that does not include all required documentation will automatically be excluded.

2.1 Bid Process

a) All responding vendors must be universal service fund (USF) e-rate vendors with a currently valid service provider identification number (SPIN). Vendors must also be registered with the

- Federal Communications Commission (FCC) and have and provide an FCC registration number (FRN).
- b) All responding vendors must be in good standing with the Universal Service Administration Company (USAC) Schools and Libraries Division and eligible to provide products and services through the discount program. Vendor must put (SPIN) numbers on all documents, such as invoices.
- c) Vendor must have the resources to utilize discount payment methods, and to invoice the
 district for their portion of the project based upon discount levels and funding approval.
 Vendor should provide the cost breakdown between the invoices proposed to be provided to
 the district and the invoices provided to the Schools and Libraries Division (SLD).

2.2 Technical Experience

- a) The Vendor should be certified to install, certify, and warranty a Structured Cabling Solution. The solution could incorporate Cat copper cabling, and both multimode and single mode fiber optic cabling, as necessary. All cabling must be plenum rated. Manufacturer certifications for the proposed equipment should be attached to the proposal.
- b) The Vendor should have staff with experience installing, configuring and maintaining "eligible" network electronics. This could include switches, routers, servers, firewalls, phone KSU, etc. Staff certifications should include A+, Network +, CCNA. Attach a copy of certifications with the proposal as well as manufacturer certifications for any equipment proposed should be included.
- c) Vendor will be required to provide a Project Manager as a single point of contact for the overall project. Vendor shall provide a list of the staff members that will be working on the project, along with their experience, qualifications, and certifications.

2.3 Vendor References

a) Vendor shall provide a listing of at least three (3) projects of a similar size, cost, and technical expertise, completed within the last two years. This reference list should include the customer's name, contact name, address daytime telephone number, and a brief description of the completed project. References should be for E-Rate Projects, if possible.

3) General Conditions

Preparation of Bids

- a) Before submitting a proposal, each Vendor is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the Vendor's risk and will not bar the Vendor's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each Vendor must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.
- b) It is the total responsibility of the Vendor to return the bid to the place called for, by the deadline. No bid or modifications received after the time specified in this Invitation to bid will be considered for award.
- c) Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.
- d) All bids shall be signed in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents may cause rejection of the bid.

e) Unless otherwise requested by the District, all items supplied pursuant to this bid shall be new and unused.

Prices

- a) All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered
- b) This RFP is seeking products and services to be secured during the FCC's E-Rate Year 27 Calendar Year 2024 July 1, 2024 through September 30, 2025. Therefore, all prices shall remain firm and in effect from the date of the submission of the bid until September 30, 2025.

Addenda and Change Orders

- a) All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.
- b) If any Vendor finds discrepancies in, or omissions from, the bid documents, he/she may submit a written or faxed request for clarification or correction thereof. A copy of the request for clarification and the response thereto will be faxed to all Vendors at the fax number given by the Vendor when the Vendor picked up the RFP.

Renewal of Ongoing Service

a) The DISTRICT reserves the right to renew ongoing service for telecommunications and wireless service for up to five (5) years following the initial agreement. Such renewal shall be in writing, and subject to availability of funds in subsequent years.

Actual Conditions

- a) Vendor shall be responsible for examining actual site(s) and certifying all measurements, specifications, and conditions affecting the work to be performed at the site(s).
- b) By submitting a bid, Vendor warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.
- c) No claim for allowance of time or money will be allowed as to such matters for any undiscovered conditions on the site(s).

Delivery / Risk of Loss or Damage

- a) The Vendor is required to absorb all delivery costs. The DISTRICT shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).
- b) The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.

c) The Vendor agrees to assume all risk of loss or damage until the project is accepted by the DISTRICT.

Taxes

a) State and local taxes and all other applicable taxes are to be included in bids.

Liabilities

- a) The Vendor shall be required to agree to save, defend, hold harmless, and indemnify the DISTRICT against any and all liability, claims, and costs of whatsoever kind and nature for injury to, or death of, any person or persons, and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.
- b) The Vendor shall be required to agree to hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at the Vendor's expense, any and all actions brought against the DISTRICT or himself because of unauthorized use of such articles.

Default by the Vendor

- a) In case of default by Vendor, the IDEA Public Schools may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due, to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the IDEA Public Schools. Prices paid by the IDEA Public Schools shall be considered the prevailing market price at the time such purchase is made.
- b) Default by the Vendor may be sufficient cause to remove Vendor from the approved Vendor list for subsequent bids.
- c) Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent of the DISTRICT.

Attorney Fees / Legal Forum

- a) In the event that a suit or action is brought by either party to the contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such attorney fees as the court may adjudge reasonable.
- b) The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction.

Assignment of Contract

a) The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

Warranty

- a) In addition to all warranties which may be prescribed by law, all item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.
- b) The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the "District", they will be free from defects in design.
- c) Such warranties for any equipment provided, including warranties prescribed by law, shall run to "District", its successors, assigns, and customers, and to users of the items, for a period of one (1) year, after delivery, or such longer period as may be prescribed by law or by additional agreement.
- d) The "District" wants to secure a cabling infrastructure capable of supporting Technology for several years. Vendors must be certified by the Manufacturer and able to provide a twenty (20) year cabling warranty.

Award Criteria

a) The "District" plans to accept the proposal / bid that is the best value for the school district. In making that determination, it will consider the following criteria. The "District" does not purchase solely on the basis of low bid, however, pricing will be the heaviest weighted criteria considered.

Award of Bid

- a) The "District" will award bids to the highest responsive and responsible Vendor(s). The "District" reserves the right: (1). to award bids received on the basis of the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the "District", price and other factors listed above.
- b) The "District" may contract with an acceptable party who is one of the three (3) lowest responsible Vendors for the procurement, maintenance, or both, of electronic data-processing systems and supporting software in any manner the "District" deems appropriate.
- c) A Purchase Order or written notice of award mailed, or otherwise delivered, to the Vendor within the time specified shall create a binding contract without further action by either party.

OSHA Compliance / Material Safety Data Sheets

a) The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of Texas, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

Withdrawal of Bid

a) Any Vendor may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

Inspection / Acceptance

- a) All items provided under this bid shall be subject to inspection and test by the "District". All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the Texas Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the "District".
- b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the "District" shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the "District", corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- c) If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the "District" either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the "District" thereby; or (2) may terminate the contract for default as provided in the clause of the contract entitled "Default
- d) Unless the Vendor corrects or replaces such supplies within the delivery schedule, the "District" may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
- e) Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

Permits and Licenses

- a) In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.
- b) All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

Invoices and Payments

- a) Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the "District". All invoices and packing lists must reference the "District" Purchase Order number.
- b) Terms are net 30 days for the portion to be paid by the District following acceptance and satisfactory operation of network equipment and services. The "District" is not responsible for portion and payment terms as set out by the Schools & Libraries Corporation for E-Rate.

Final Conditions

- a) The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information. If the bid is transmitted or received via computer or electronic media, Vendor warrants that the bid submitted is a verbatim copy of hard copy bid on file.
- b) Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of the contract.
- c) Submission of a bid shall be taken as prima facie evidence of compliance with this provision.
- d) The Vendor selected must provide the USAC Bulk Upload spreadsheets for Category Two services.
- e) The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

Additional Required Forms

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

Additional Documentation (Optional)

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

PART IV – EVALUATION CRITERIA

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 <u>negotiated</u> 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.

Proposals will be scored according to the following rubric:

% Weight	Evaluation Criteria
50%	E-Rate eligible costs- Calculation as per the proposal ratio to the lowest price received
10%	Turn-Key Delivery Services - Initial stage, planning, execution, performance monitoring and the closure or the concluding stage
10%	In-State Vendor / In-Region Offices-Service Provider has locations in the State; Service Provider has locations in the region(s)
10%	Prior experience - Service Provider has positive experience with District or similar K-12 schools
10%	Personnel Qualifications -Service Provider has appropriate certifications for equipment manufacturer specified
10%	Project Management Capabilities -Service Provider will have a dedicated Project Manager with strong Project Management Capabilities
100 %	Total Possible Score

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 and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). 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 with section 176.006 of the Texas Local Government Code, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at https://www.ethics.state.tx.us/forms/conflict. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, 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, 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 Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas 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 Texas 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.

Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor/Contractor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to IDEA. See Attachment I contained herein.

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 Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims,

and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) 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 TEXAS.

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 Texas sitting in Hidalgo County, Texas.

Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Vendor/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 Vendor/Contractor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the contract shall be maintained by Vendor/Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

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.

Texas Public Information Act: Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the TPIA, 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 TPIA 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 Texas 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 – GENERAL INFORMATION & SUPPLEMENTAL TERMS AND CONDITIONS

General Information

- a) Notice is hereby given that the IDEA Public Schools ("District") will accept bid proposals from qualified Vendors for computer network infrastructure, equipment, labor and materials for internal Internet connections
- b) Bids must be returned on or before the bid deadline stated on the Form 470.
- c) All work pursuant to this contract shall be contingent upon E-Rate funding. In the event of lesser funding, the "District" may accept all or parts of the proposal, at the discretion of the "District". A thirty (30) day written notice will be given to the Vendor in the event of cancellation of this RFP process by the "District". The "District" shall not be responsible for any costs, penalty, or removal charges as a result of this cancellation.
- d) It is the total responsibility of the Vendor to return bids to the "District" by the required date, time, and place.
- e) The "District" reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the "District".
- f) While you are allowed to submit "value engineering" alternates, please be certain to adhere to the specifications. The base bid must follow the specifications exactly. No deviations will be allowed. All deviations in your Alternate Response shall be clearly delineated and should be proposed as alternates.
- g) Please note per the "Schools and Libraries" Eligible Services List", CC Docket No. 96-45, page 33 "Contingency Fee In cases in which the scope of the work makes it difficult to determine the specific costs beforehand, a service provider may include a reasonable contingency fee, but only if

- it is a regular business practice of the service provider." Vendors may include "Contingency Fee" as a separate line item. This cost will not be included in the total Bid.
- h) Most of the campus projects contained in this RFP may have been bid and already awarded in previous E-Rate application cycles pending funding notification from the Schools and Libraries Division of USAC. The district reserves the right to perform upgrades at any and all of the campuses under any previously awarded contracts and may not elect to proceed with those campuses under this RFP.
- i) The RFP may reference specific equipment (i.e., Cisco, Tandberg, EMC, Panduit etc.). The "District" is standardized on this equipment throughout all campuses and is providing these manufacturer specific part lists as they ensure the maximum interoperability with current District infrastructure. The "District" will consider proposals for equipment or materials that are "approved equal" to the makes and models contained in this RFP. To be considered, bidders are required to provide supporting documentation that demonstrates how each substituted piece of equipment meets or exceeds the performance specifications of the equipment District is seeking.

SUPPLEMENTAL TERMS & CONDITIONS

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:
 - 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.

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 Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor/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 Vendor/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, Vendor/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, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor/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's immediately terminating this Agreement without financial penalty.

Payment and Performance Bonds: If required pursuant to Texas 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. Vendor should Identify any new construction, permits, and easements that will be required. Vendor approach and timing for receiving the permits and easements should be outlined. If awarded the project, this timing and plan should be followed, or the agreement will be violated.

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) <u>General Guidelines</u>. 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) <u>Definition of "Student Data"</u>: "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) <u>Data De-Identification</u>: 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) <u>Modification of Terms of Service</u>: 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) <u>Student Data Sharing</u>: 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

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 Conflict of Interest Form CIQ
- 9. Attachment I Child Support Certification
- 10. Attachment J Equal Opportunity and Nondiscrimination
- 11. Attachment K Felony Conviction Disclosure Statement
- 12. Attachment L Certification Regarding Lobbying
- 13. Attachment M Debarment or Suspension Certificate
- 14. Attachment N Contract Provisions for Contracts Involving Federal Funds

- 15. Attachment O Criminal History Review of Vendor/Contractor Employees and Certification
- 16. Attachment P Reference Sheet
- 17. Attachment Q Recent and Ongoing Projects
- 18. Attachment R Litigation, Terminations, Claims
- 19. Attachment S Proposed Pricing
- 20. Attachment T W-9 Form
- 21. Attachment U— Deviations and Exceptions
- 22. Attachment V- Independent Contractor Agreement
- 23. E1- Form Proposal Signature Page Form A
- 24. E2- Out of State Certificate Form B

In addition to these Attachments listed above please be sure to encl supporting documentation for the following:

- 1. B.3.1 Cabling Manufacturers Certifications
- 2. B.3.2 Staff Certifications
- 3. B.3.3 Staff List (Including experience, qualifications, and certifications)

Attachment A – Title Page



A Proposal Submitted in Response to

IDEA's Request for Proposals #9-RFP-EC2-0124 for E-Rate Cat 2 Equipment & Cabling – Form 470 #240001146 For IDEA Public Schools, Inc. Texas

Submitted By:	
 (Full Legal Name of Vendor/Contractor)	
One	
On:	
 (Date of Proposal Submission)	

Attachment B – Vendor/Contractor Information

<u>Vendor/Contractor Information:</u>

1.	Vendor/Contractor Legal Name:
	Vendor/Contractor d/b/a (if applicable):
	Employer Identification Number:
	Street Address:
	City, State, and Zip Code:
<u>Ad</u>	ditional Requirements:
Pro	oposal must include name of each person with at least 25% ownership of Vendor/Contractor.
Na	ma:
INA	me:
Na	me:
Na	me:
Na	me:

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.

The Vendor shall be required to agree to maintain insurance adequate for protection from claims under Worker's Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract. A Certificate of Insurance shall accompany the bid submission. Insurance requirements are as follows:

Commercial General Liability

General Aggregate	2,000,000
Products/completed operations aggregate	2,000,000
Personal and advertising injury	1,000,000
Each occurrence	1,000,000
Fire Damage	300,000
Medical Expense	10,000
Commercial Automobile Liability Insurance	
Bodily injury (per accident)	1,000,000
Worker's Compensation Coverage	
Each accident	1,000,000
Disease – Policy Limit	1,000,000
Disease – each employee	1,000,000

A copy of Certificate of Insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWC-83, or TWC-84), showing statuary worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the contractor's / person's work on the project has been completed and accepted by the school district.

The Vendor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

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 statue 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 statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Legal Vendor/Contractor Name	_	
Signature of Authorized Representative		
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.

Legal Vendor/Contractor Name	-	
Signature of Authorized Representative	- Date	
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 Texas, Business & Commerce Code, Section 15.01.

Attachment G – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor/Contractor covenants and affirms that:

- No manager, employee or paid consultant of Vendor/Contractor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor/Contractor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 10% in Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA receives compensation from Vendor/Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor/Contractor has disclosed within the Proposal any interest, fact or circumstance which
 does or may present a potential conflict of interest.
- Should Vendor/Contractor fail to abide by the foregoing covenants and affirmations regarding
 conflict of interest, Vendor/Contractor shall not be entitled to the recovery of any costs or
 expenses incurred in relation to any contract with IDEA and shall further be liable for any costs
 incurred or damages sustained by IDEA relating to that contract.

Legal Vendor/Contractor Name	_	
Signature of Authorized Representative		
Printed Name and Title of Authorized Representative	_	

Attachment H – Conflict of Interest Form CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a Vendor/Contractor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the Vendor/Contractor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Vendor/Contractor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A Vendor/Contractor commits an offense if the Vendor/Contractor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their Proposal.

The Conflict of Interest Form CIQ and instructions can be found at the following link: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity OFFICE USE ONLY This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who Date Received has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. 1 Name of vendor who has a business relationship with local governmental entity. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) Name of local government officer about whom the information is being disclosed. Name of Officer |4| Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176,003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? No Yes B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? Nο Yes Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). 7 Signature of vendor doing business with the governmental entity Date Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

Attachment I – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Proposal. The child support certification form can be found at: https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification.



Form 1903 May 2017-E

Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support; and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- · all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:	
Name:	SSN:	
Name:	SSN:	
Name:	SSN:	
Section 3		

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

Attachment J – 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.
- 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/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.

Legal Vendor/Contractor Name		
Signature of Authorized Representative	 Date	
Printed Name and Title of Authorized Representative		

Attachment K – Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Vendor/Contractor, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Additionally, in accordance with this state law, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required [...] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for the legal entity named below, certify that the information concerning notification felony conviction has been reviewed by me and the following information furnished is true to the best of naknowledge.
VENDOR/CONTRACTOR NAME:
AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT):
Vendor/Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable.
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 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:

Date Signed

Signature of Authorized Representative

Attachment L – 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.

Legal Vendor/Contractor Name	-	
Signature of Authorized Representative	 Date	
Printed Name and Title of Authorized Representative	-	

Attachment M – 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 statues 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.

Legal Vendor/Contractor Name	_	
Signature of Authorized Representative	 Date	
Printed Name and Title of Authorized Representative	_	

Attachment N – 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. <u>Remedies for Contract Breach or Violations</u>. 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. <u>Termination for Cause and Convenience</u>. 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. <u>Equal Employment Opportunity</u>. 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. <u>Contract Work Hours and Safety Standards Act</u>. 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 9-EC 1-aborers gulations (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. <u>Rights to Inventions Made Under a Contract or Agreement</u>. 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. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. 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. <u>Energy Efficiency Standards and Policies</u>. 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. <u>Debarment and Suspension</u>. 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. <u>Byrd Anti-Lobbying</u>. 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. <u>Procurement of Recovered Materials</u>. IDEA and its contractors must comply with section 6002 of 9-EC2-0124 Erate Cat 2 Page 66 of 98 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 O – Criminal History Review of Vendor/Contractor Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding "covered employees."

Definitions:

"Covered Employees": Any employee of a Vendor/Contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA Public Schools (the "School") retains the discretion to determine what constitutes direct contact with students.

"Disqualifying Criminal History": Any conviction or other criminal information designated by the School, including one or more of the following offenses:

- 1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving school property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
- 2. A felony offense under Title 5, Penal Code.
- 3. An offense on conviction of which a defendant is required to register as a sex offender.
- 4. An offense under the laws of another state or federal law that is approved equal to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
- 5. Any other offense that the School believes might compromise the safety of students, staff, or property.

All Vendors/Contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

Please complete the information below:

I, the undersigned agent for the legal entity named below of	certify that [check one]:
[] None of the employees of Vendor/Contractor as defined above. If this box Vendor/Contractor has taken precautions or imposed contractor of Vendor/Contractor and any subcontractor will vendor/Contractor will maintain these precautions or contracted services are provided.	is checked, I further certify that ditions to ensure that the employees not become covered employees.
Or	
[] Some or all of the employees of Vendor/Co "covered employees." If this box is checked, I further certify	
 If Vendor/Contractor receives information that a coreported criminal history, Contractor will immediate from contract duties and notify the School in writing Upon request, Vendor/Contractor will provide the requested information regarding covered employ criminal history record information on the covered employee's criminal history record information, Venusing that covered employee to provide services to All covered employees hired after January 1, 2 background check process prior to performing any cany direct contact with students. I understand that non-compliance with this certification by for contract termination and/or barring disqualified person 	ately remove the covered employee g within three business days. School with the name and any other rees so that the School may obtain employees. employee on the basis of the covered ador/Contractor agrees to discontinue the School. 2008 have completed the required duties related to the School or having
Legal Vendor/Contractor Name	-
Signature of Authorized Representative	Date
Printed Name and Title of Authorized Representative	-

MEMORANDUM OF UNDERSTANDING

COMPLIANCE WITH CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS

WHEREAS, Texas Education Code ("TEC") § 22.0834 requires Vendors/Contractors providing services to IDEA Public Schools ("IDEA") to facilitate a national criminal history record information review for any Vendor/Contractor or subcontractor employees who (1) have or will have continuing duties related to the Agreement and (2) have or will have direct contact with students ("covered employees") prior to beginning contract services pursuant to the Agreement; and

WHEREAS, Vendor/Contractor provides contract services to IDEA; and

WHEREAS, pursuant to Texas Government Code ("TGC") § 411.0845, the Texas Department of Public Safety ("DPS") maintains the Criminal History Clearinghouse ("DPS Clearinghouse") to provide fingerprint criminal history record information, including national criminal history record information made available through the U.S. Federal Bureau of Investigation ("FBI"), to approved persons and entities; and

WHEREAS, due to recent changes in DPS protocols, Vendor/Contractor no longer has access to the national criminal history record information maintained as part of the DPS Clearinghouse; and

WHEREAS, IDEA is able to access the national criminal history record information portion of the DPS Clearinghouse through the DPS Local Education Entity ("LEE") Fast Pass option;

NOW THEREFORE, the Parties agree as follows:

- 1. IDEA will provide access to its LEE Fast Pass to Provider in the event that Vendor/Contractor and/or any of Vendor's/Contractor's or subcontractor's employees is a "covered employee" under TEC § 22.0834, provided that Vendor/Contractor provides IDEA with sufficient documentation needed for IDEA to facilitate a national criminal history record information search through the DPS Clearinghouse.
- 2. IDEA will obtain national criminal history information review reports through the DPS Clearinghouse for Vendor/Contractor and/or any of Vendor's/Contractor's or subcontractor's employees that is a covered employee, and will notify Vendor/Contractor if Vendor/Contractor and/or any of Vendor's/Contractor's or subcontractor's employees have a disqualifying criminal history; provided, however that IDEA will not provide DPS Clearinghouse results to Vendor/Contractor.
- 3. Vendor/Contractor shall reimburse to IDEA a fee of \$45 for each of Vendor's/Contractor's employees who are processed through IDEA's LEE Fast Pass.
- 4. The Parties agree to work expeditiously to complete fingerprinting for Vendor/Contractor and/or Vendor's/Contractor's or subcontractor's employees, and this MOU shall expire when all applicable fingerprint results have been received and reviewed by IDEA. In no event shall this MOU remain effective for more than 30 days beyond the effective date of this MOU without mutual written extension by both Parties.

ACCEPTED AND AGREED TO:

IDEA PUBLIC SCHOOLS	VENDOR/CONTRACTOR
Ву:	Ву:
Title:	Name/Title:
Date:	Date:

Attachment P – 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 Texas clients/organizations are preferred:

Customer/Client School or Organization/Entity Name				
Street Address	City	State		Zij
Contact Person	Phone Number		Email Address	
Project Scope				
Dates of Contract				
Cu	stomer/Client School or Organizatio	on/Entity Name		
Street Address	City	State		Zij
Contact Person	Phone Number		Email Address	
Project Scope				

	Customer/Client School or Organiza	ition/Entity Name			
Street Address	City	State		Ziį	
Contact Person	Phone Number		Email Address		
Project Scope					
Dates of Contract					
	Customer/Client School or Organization/Entity Name				
Street Address	City	State		Zij	
Contact Person	Phone Number		Email Address		
Project Scope					
Project Scope					

Attachment Q – 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.

Contact Person	Phone Number	Email Address
Brief Project Scope:		
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
Brief Project Scope:		
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
Brief Project Scope:		

	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
Brief Project Scope:		

Attachment R – Litigation, Terminations, Claims

Respondent shall list any project completed in the past <u>five years</u> 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.

	Customer/Client School or Organization/Enti	ity Name
Contact Person	Phone Number	Email Address
Brief Description of Event o	· Issues:	
	Customer/Client School or Organization/Enti	ity Name
Contact Person	Phone Number	Email Address
Brief Description of Event o	Issues:	
	Customer/Client School or Organization/Ent	itu Nama
	Customer/Client School or Organization/Enti	ity ivame

C	Customer/Client School or Organization/Enti	ty Name
ontact Person	Phone Number	Email Address
rief Description of Event or I	ssues:	
(Customer/Client School or Organization/Enti	ty Name
ontact Person	Phone Number	Email Address
rief Description of Event or I	ssues:	
(Customer/Client School or Organization/Enti	ty Name
ontact Person	Phone Number	Email Address
	ssues:	

Attachment S – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: "ATTACHMENT "S" in its submitted Proposal.

ATTACHMENT S" will be the following:

"24-25 New Construction Phase 1"

and/or

"24-25 Refresh – Central Texas"

and/or

"24-25 Refresh – Mid-RGV Texas"

and/or

"24-25 Refresh – Upper RGV Texas"



"ATTACHMENT S" is available for download on <u>IDEA's website</u>.

Attachment T – 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

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

internal	Neverlue Service		ao to www.ms.gov	77 OTTINIO TOT IIISE	ideliens and the late	St IIIIOII	mau	OII.						
	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													
of following seven boxes.								certai	emptions n entities ctions or	, not i	individua			
IS or	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Exempt							ot pavee	code	(if anv)				
type	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶											,,_		
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: 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 not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes.							LC is		ption fro (if any)	m FAT	CA repo	orting		
₽ I iii	another LLC that is not 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.													
bec	Other (see ins			-41		D	4			to accounts			the U.S	3.)
S	5 Address (number	r, street, and apt.	or suite no.) See instru	ictions.		Reques	ter's	name ar	na aac	iress (op	tionai)			
တ္တ	6 City, state, and 2	ZIP code												
	,, ,													
	7 List account num	iber(s) here (option	nal)											
Par	Тахра	yer Identific	ation Number ((TIN)										_
					e given on line 1 to av		Soc	cial sec	urity n	umber				
					ber (SSN). However, f art I, later. For other	or a] _[
entitie	s, it is your employ				umber, see How to ge									
TIN, later. or Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer II				dentif	ication i	numbe	ar .							
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.					pioyeri				_					
								-	-					
Part	☐ Certific	cation												
Under	penalties of perju	ry, I certify that	:											
2. I am Sen	 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 													
3. I am	a U.S. citizen or	other U.S. pers	on (defined below);	and										
4. The	FATCA code(s) e	ntered on this fo	orm (if any) indicatin	g that I am exemp	t from FATCA reportir	ng is cor	rect.							
you ha acquis	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.							use						
Sign Here														
General Instructions				 Form 1099-DIV (dividends, including those from stocks or mutual funds) 										
Section references are to the Internal Revenue Code unless otherwise noted. • Form 1099-MISC (various types of income, prizes, awards, or groproceeds)						gross	;							
			 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 											
	,	, 0	s.gov/Formivv9.		 Form 1099-S (prod 	ceeds fro	om r	eal esta	ate tra	ınsactio	ns)			
	oose of For				• Form 1099-K (mer									
inform	ation return with t	he IRS must ob	ester) who is required otain your correct tax	xpayer	• Form 1098 (home 1098-T (tuition)			terest),	1098	-E (stuc	lent lo	an inte	erest)	,
(SSN),	individual taxpay	er identification	pe your social securi number (ITIN), adop	ption	 Form 1099-C (can Form 1099-A (acquired) 			andors	nort -	of eco:	nd n=	onorta		
(EIN), 1	to report on an inf	ormation return		you, or other	Use Form W-9 on alien), to provide you	ly if you	are a	a U.S. ¡				. ,,	ent	
(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)				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,										

Form **W-9** (Rev. 10-2018)

Cat. No. 10231X

Attachment U – 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 t terms, conditions, specifications, and other requirements set fort and exception.	
	The Respondent, named below, hereby declares and represents t terms, conditions, specifications, and other requirements set forth	
(F	or additional deviations and exceptions, refer to additional pages at	tached herewith.)
Legal Vendor/0	Contractor Name:	
Signature of Au	thorized Representative:	Date:

Form A E.1 Proposal Signature Page

PLIN IPENO : 0					
Bid Name: IDEA Category 2					
Bid Number:					
Contract Start Date: 07/01/2024	Contract End Date: 09/30/2026				
The undersigned authorized representative of the bidding company indicated below hereby acknowledges: 1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicate below, and 2. That he/she has carefully examined this Request For Proposal, the accompanying RFP Forms (whether printed or electronic form), and the General Terms and Conditions and Item Specifications associated withis RFP. 3. That he/she proposes to supply any products or services submitted under this Request For Proposal at t prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this RFP. 4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specification associated with this RFP					
Name of Bidding Company Author	rized Signature Date				
	J				
Printed Name of Authorized Representative	Title				
Address					
City, State, Zip	Phone				
Oity, Otato, Zip	1 Hollo				

Form A

Form B E.2 Out of State Certification

IDEA Public Schools					
As defined by Texas House Bill 602, a "nonresidential Vendor" means a Vendor whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.					
[] I certify that my company is a "Residen	t Vendor":				
Company Name (Please Print)					
[] I certify that my company qualifies as a information:)	"Nonresident Vendor": (NOT	E: You must furnish the following			
Indicate the following information for your "Residucated in)	dent State": (The state your	principal place of business is			
Company Name	P	Address			
City	State	Zip			
 A. Does your "resident state" require Vendors whose resident state is the sale comparable contract? ("Resident State located.) 	me as yours by a prescribed	amount or percentage to receive a			
[] Yes [] No					
B. What is the prescribed amount or perce	entage? \$	or %			
Certification: I certify that the information pr	rovided above is correct.				
Signature of Authorized Representative	Name (Please Print)				
	Title				
	Form B				

Part VIII: APPENDICES

i ait viii. Ai i Li	ADICES								
	ncluded in this section esponsive Proposal.	contain	information	relevant	to this	s RFP	and	to t	the
	(The rest of this po	age was i	ntentionally i	left blank.)				

Appendix A: 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 B: Floor Plans

IDEA IT INFRASTRUCTURE STANDARDS

Important notes:

- Floor Plan drawings are subject to change.
- Room counts/assignments will remain the same, but layout and placement is subject to change.
- Only providing structured cabling for data workstations, projectors, wireless access points(WAP); omit analog, security cameras, intercom drops

Area	Item			
Instructional Rooms	Identify/verify classrooms # of data drops: (1) total drops per classroom – (1) projector, (1) teacher workstation data, (1) WAP			
	Room Types: Classrooms, Rise, Support Services, Library, Computer Lab, Flex			
Admin offices (API, Clinic, front entrance offices)	Identify/verify admin offices # of data drops: (2) data drops per office workstation – one workstation is standard, exceptions listed below • Kitchen manager: two workstations on different walls • Transportation:			
Receptionist / Lobby	Identify/verify Receptionist/Lobby # of data drops: (6) data drops for receptionist – (4) data, (1) fax, (1) emergency phone (1) data drop for lobby digital signage TV			
Conference Rooms	Identify/verify conference rooms # of data drops: (1) data drop behind the TV (2) data drops in floor box			
Cafeteria	Identify/verify Cafeteria # of data drops: (4) WAP drops: • If ceiling tile grid, place WAPs throughout the space • If open ceiling, place WAPs along the perimeter walls, mounted min. 10' AFF (2) data drops for each POS station floor box			
Gym	Identify/verify Gym # of data drops: (4) WAP drops on the wall – 16' AFF (2) data drops in score keeper floor box			
Corridors	Identify/verify # of AP drops throughout corridors One WAP near stairwells that have an admin office(s) nearby. One WAP at corridor intersections that have an admin office(s) nearby			
Breakrooms	(2) data drops for copier/printer			
Storage Rooms	Identify any storage rooms that may be converted into future offices and add (2) data drops			
MDF / IDF Rooms	OM4 Multi-mode fiber home run from each IDF room back to the MDF.			
	 All cabling terminated and certified as passing Rack & installed equipment matches the rack elevation diagram Proper tray and rack vertical/horizontal cable management Identification labels on all cabling, patch panels, and work areas Followed Division 27 the cable color and label scheme 			
Copper Patch Cables	Work Areas – one 10' CAT6 per drop – color varies; Considerations; • # of instructional rooms			

- # of admin office workstations
- # of building system endpoints

Purpose	Color	Quantity	Commscope #
Wireless Access Points	Green		UC1AAA2-04F010
(CAT6A*)			
Projectors	Purple		UC1BBB2-0LF010
Analog (security/ fire/	Orange		UC1BBB2-06F010
elevator x-connect)			
Security Cameras	Yellow		UC1BBB2-09F010
Intercom	White		UC1BBB2-08F010

Blue CAT6 patch cables

Quantity	Length	Commscope #
25	1'	UC1BBB2-0ZF001
50	10'	UC1BBB2-0ZF010
10	15′	UC1BBB2-0ZF015
5	25'	UC1BBB2-0ZF025
2	50'	UC1BBB2-0ZF050

IT Rooms – one 1' CAT6 per drop –color varies - refer to work area patch cables for quantities and considerations;

Purpose	Color	Quantity	Commscope #
Data (wall jacks)	Blue		UC1BBB2-0ZF001
Wireless Access Points (CAT6A*)	Green		UC1AAA2-04F001
Projectors	Purple		UC1BBB2-0LF001
Analog (security/ fire/ elevator x-connect)	Orange		UC1BBB2-06F001
Security Cameras	Yellow		UC1BBB2-09F001
Intercom	White		UC1BBB2-08F001

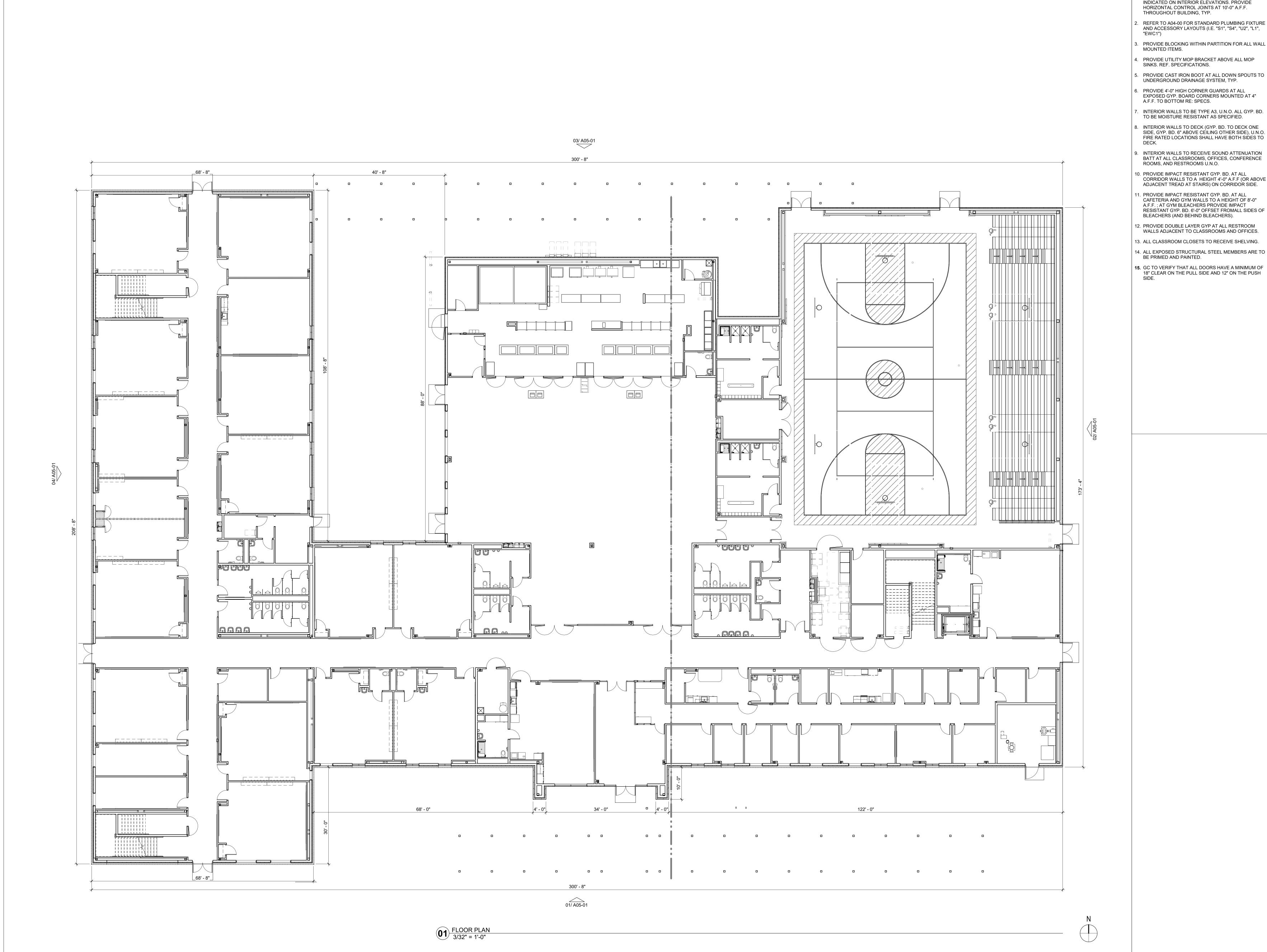
^{**}Additional copper patch cables – Need five (5) additional 1' CAT6 patch cables for each color listed above

Fiber Patch Cables

Four (4) Duplex 5-foot and three (3) Duplex 10-foot patch cords per 12 strand backbone cable, enough to fully patch out both sides of the backbone cable.

- 1. CommScope FEXLCLC42-MXF005
- 2. CommScope FEXLCLC42-MXF010

LC-style connectors - CommScope MFC-LCF-09-5X LC Connector for 0.9 mm Fiber (MM)



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GENERAL PLAN NOTES

PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F.

THROUGHOUT BUILDING, TYP. REFER TO A04-00 FOR STANDARD PLUMBING FIXTURE

AND ACCESSORY LAYOUTS (I.E. "S1", "S4", "U2", "L1",

MOUNTED ITEMS.

PROVIDE UTILITY MOP BRACKET ABOVE ALL MOP SINKS. REF. SPECIFICATIONS.

UNDERGROUND DRAINAGE SYSTEM, TYP. PROVIDE 4'-0" HIGH CORNER GUARDS AT ALL

EXPOSED GYP. BOARD CORNERS MOUNTED AT 4" A.F.F. TO BOTTOM RE: SPECS. . INTERIOR WALLS TO BE TYPE A3, U.N.O. ALL GYP. BD. TO BE MOISTURE RESISTANT AS SPECIFIED.

INTERIOR WALLS TO DECK (GYP. BD. TO DECK ONE SIDE, GYP. BD. 6" ABOVE CEILING OTHER SIDE), U.N.O. FIRE RATED LOCATIONS SHALL HAVE BOTH SIDES TO

. INTERIOR WALLS TO RECEIVE SOUND ATTENUATION BATT AT ALL CLASSROOMS, OFFICES, CONFERENCE ROOMS, AND RESTROOMS U.N.O.

. PROVIDE IMPACT RESISTANT GYP. BD. AT ALL CORRIDOR WALLS TO A HEIGHT 4'-0" A.F.F (OR ABOVE ADJACENT TREAD AT STAIRS) ON CORRIDOR SIDE.

. PROVIDE IMPACT RESISTANT GYP. BD. AT ALL CAFETERIA AND GYM WALLS TO A HEIGHT OF 8'-0" A.F.F. ; AT GYM BLEACHERS PROVIDE IMPACT RESISTANT GYP. BD. 6'-0" OFFSET FROMALL SIDES OF BLEACHERS (AND BEHIND BLEACHERS).

12. PROVIDE DOUBLE LAYER GYP AT ALL RESTROOM WALLS ADJACENT TO CLASSROOMS AND OFFICES.

13. ALL CLASSROOM CLOSETS TO RECEIVE SHELVING. 14. ALL EXPOSED STRUCTURAL STEEL MEMBERS ARE TO BE PRIMED AND PAINTED.

15. GC TO VERIFY THAT ALL DOORS HAVE A MINIMUM OF 18" CLEAR ON THE PULL SIDE AND 12" ON THE PUSH

20 East Greenway Plaza, Suite 410 Houston, TX 77046 T: 832-652-3640

ISSUES

REVISIONS

1 04.30.2021 ISSUE FOR CONSTRUCTION

04.30.2021

FLOOR PLAN -

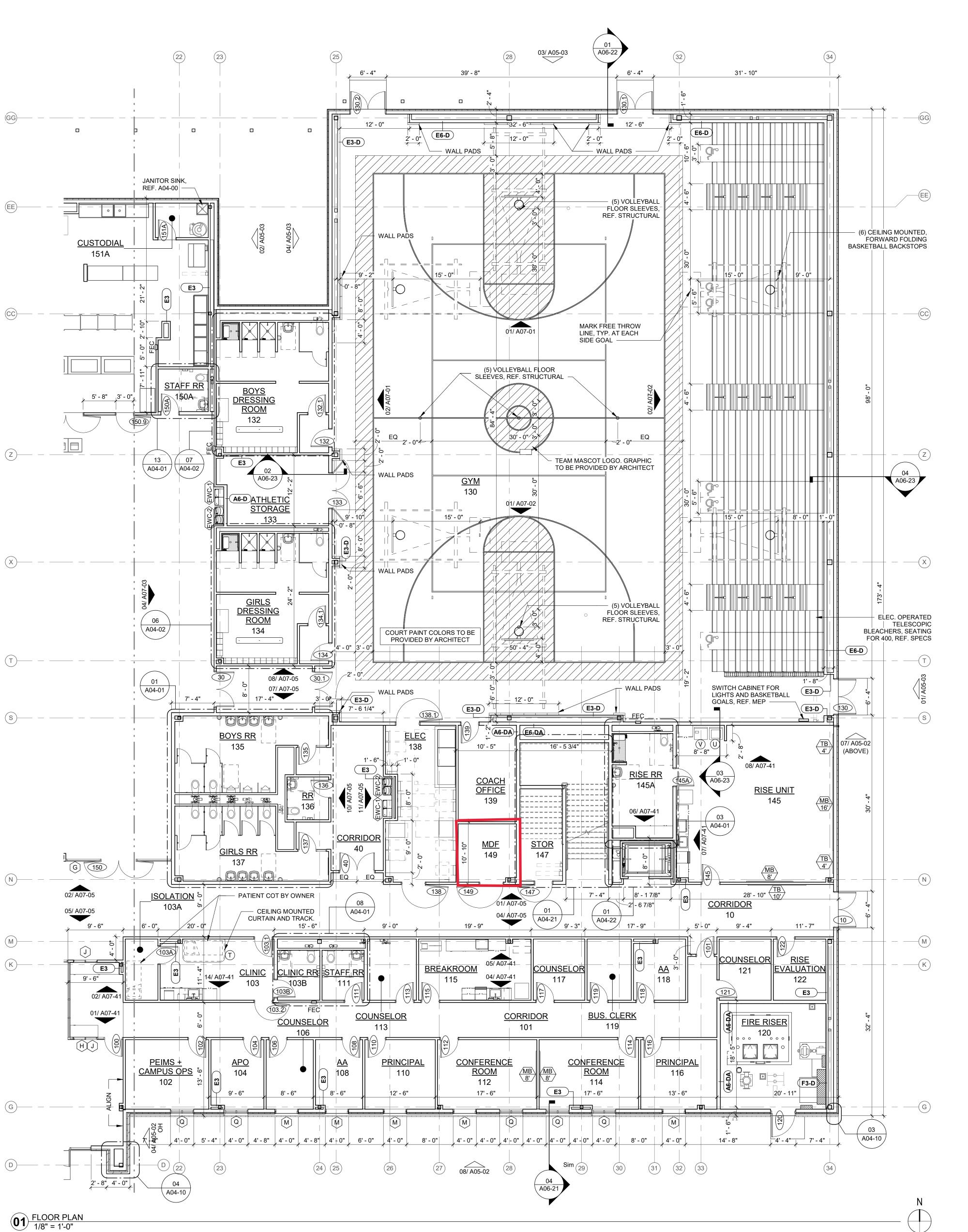
DATE 04.30.2021

20316.0000

LEVEL ONE -

OVERALL

SHEET



Page 89 of 98

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GENERAL PLAN NOTES

PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F.

THROUGHOUT BUILDING, TYP.

2. REFER TO A04-00 FOR STANDARD PLUMBING FIXTURE AND ACCESSORY LAYOUTS (I.E. "S1", "S4", "U2", "L1",

"EWC1")

PROVIDE BLOCKING WITHIN PARTITION FOR ALL WALL MOUNTED ITEMS.

PROVIDE UTILITY MOP BRACKET ABOVE ALL MOP SINKS. REF. SPECIFICATIONS.

PROVIDE CAST IRON BOOT AT ALL DOWN SPOUTS TO UNDERGROUND DRAINAGE SYSTEM, TYP.

PROVIDE 4'-0" HIGH CORNER GUARDS AT ALL EXPOSED GYP. BOARD CORNERS MOUNTED AT 4" A.F.F. TO BOTTOM RE: SPECS.

INTERIOR WALLS TO BE TYPE A3, U.N.O. ALL GYP. BD.

TO BE MOISTURE RESISTANT AS SPECIFIED.

INTERIOR WALLS TO DECK (GYP. BD. TO DECK ONE SIDE, GYP. BD. 6" ABOVE CEILING OTHER SIDE), U.N.O. FIRE RATED LOCATIONS SHALL HAVE BOTH SIDES TO

9. INTERIOR WALLS TO RECEIVE SOUND ATTENUATION BATT AT ALL CLASSROOMS, OFFICES, CONFERENCE ROOMS, AND RESTROOMS U.N.O.

10. PROVIDE IMPACT RESISTANT GYP. BD. AT ALL CORRIDOR WALLS TO A HEIGHT 4'-0" A.F.F (OR ABOVE ADJACENT TREAD AT STAIRS) ON CORRIDOR SIDE.

11. PROVIDE IMPACT RESISTANT GYP. BD. AT ALL

CAFETERIA AND GYM WALLS TO A HEIGHT OF 8'-0" A.F.F.; AT GYM BLEACHERS PROVIDE IMPACT RESISTANT GYP. BD. 6'-0" OFFSET FROMALL SIDES OF BLEACHERS (AND BEHIND BLEACHERS).

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15. GC TO VERIFY THAT ALL DOORS HAVE A MINIMUM OF 18" CLEAR ON THE PULL SIDE AND 12" ON THE PUSH SIDE.

CORGAN **E**

20 East Greenway Plaza, Suite 410 Houston, TX 77046

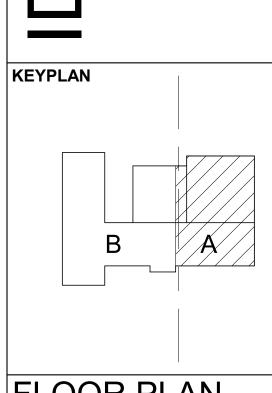
T: 832-652-3640

ISSUES

1 04.30.2021 ISSUE FOR CONSTRUCTION

Date of issue:
04.30.2021

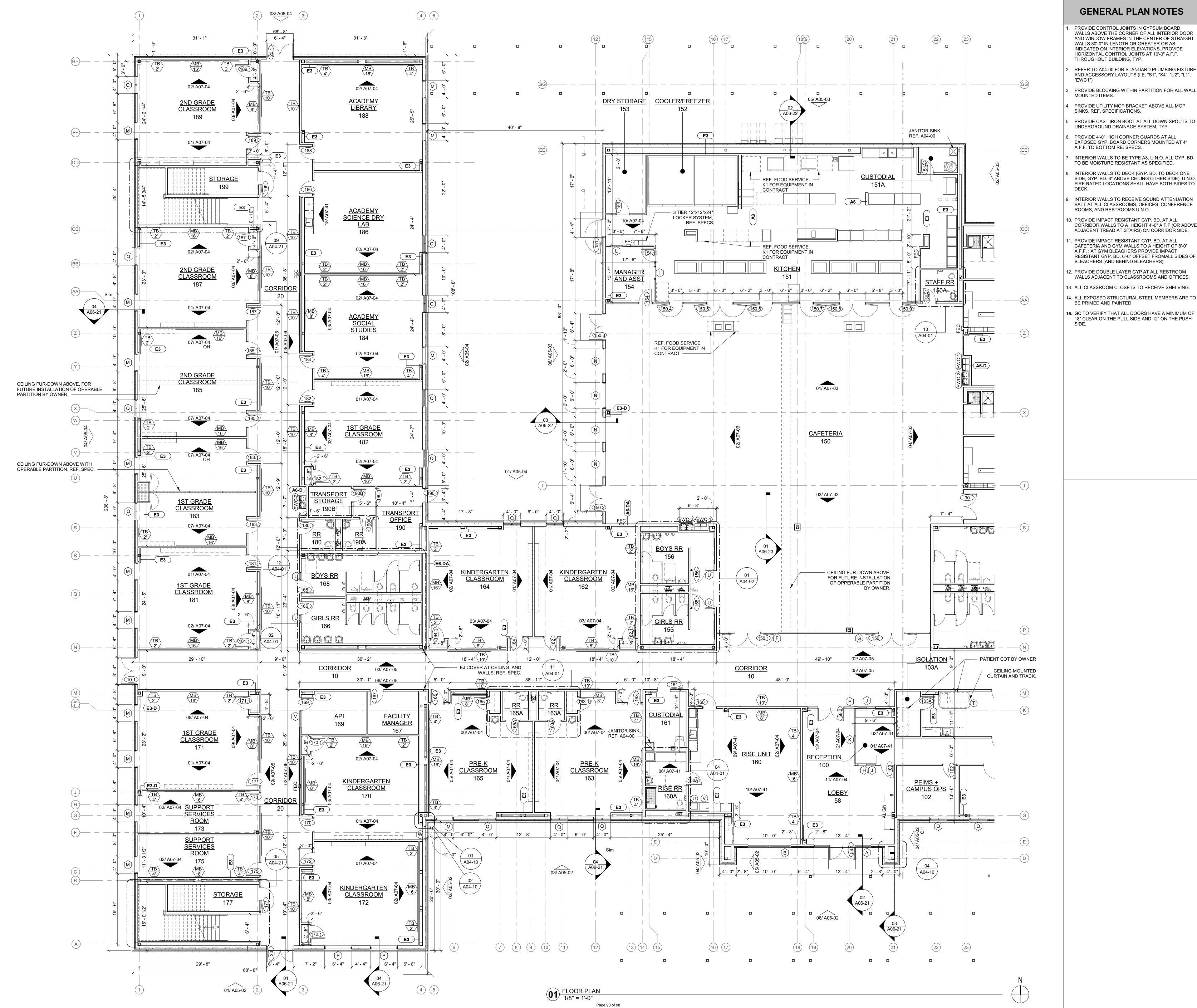
7227 N Sam Houston Pkwy E



FLOOR PLAN -LEVEL ONE -SEGMENT A

JOB 20316.0000 DATE 04.30.2021

A02-01A



9-EC2-0124 Erate Cat 2

GENERAL PLAN NOTES

PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F.

THROUGHOUT BUILDING, TYP. REFER TO A04-00 FOR STANDARD PLUMBING FIXTURE AND ACCESSORY LAYOUTS (I.E. "S1", "S4", "U2", "L1",

PROVIDE BLOCKING WITHIN PARTITION FOR ALL WALL

MOUNTED ITEMS.

PROVIDE UTILITY MOP BRACKET ABOVE ALL MOP SINKS. REF. SPECIFICATIONS.

PROVIDE CAST IRON BOOT AT ALL DOWN SPOUTS TO UNDERGROUND DRAINAGE SYSTEM, TYP.

PROVIDE 4'-0" HIGH CORNER GUARDS AT ALL EXPOSED GYP. BOARD CORNERS MOUNTED AT 4" A.F.F. TO BOTTOM RE: SPECS.

INTERIOR WALLS TO BE TYPE A3, U.N.O. ALL GYP. BD. TO BE MOISTURE RESISTANT AS SPECIFIED. INTERIOR WALLS TO DECK (GYP. BD. TO DECK ONE SIDE, GYP. BD. 6" ABOVE CEILING OTHER SIDE), U.N.O. FIRE RATED LOCATIONS SHALL HAVE BOTH SIDES TO

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RESISTANT GYP. BD. 6'-0" OFFSET FROMALL SIDES OF BLEACHERS (AND BEHIND BLEACHERS). 2. PROVIDE DOUBLE LAYER GYP AT ALL RESTROOM

WALLS ADJACENT TO CLASSROOMS AND OFFICES. 13. ALL CLASSROOM CLOSETS TO RECEIVE SHELVING.

15. GC TO VERIFY THAT ALL DOORS HAVE A MINIMUM OF 18" CLEAR ON THE PULL SIDE AND 12" ON THE PUSH

20 East Greenway Plaza, Suite 410 Houston, TX 77046 T: 832-652-3640

ISSUES

1 04.30.2021 ISSUE FOR CONSTRUCTION

REVISIONS



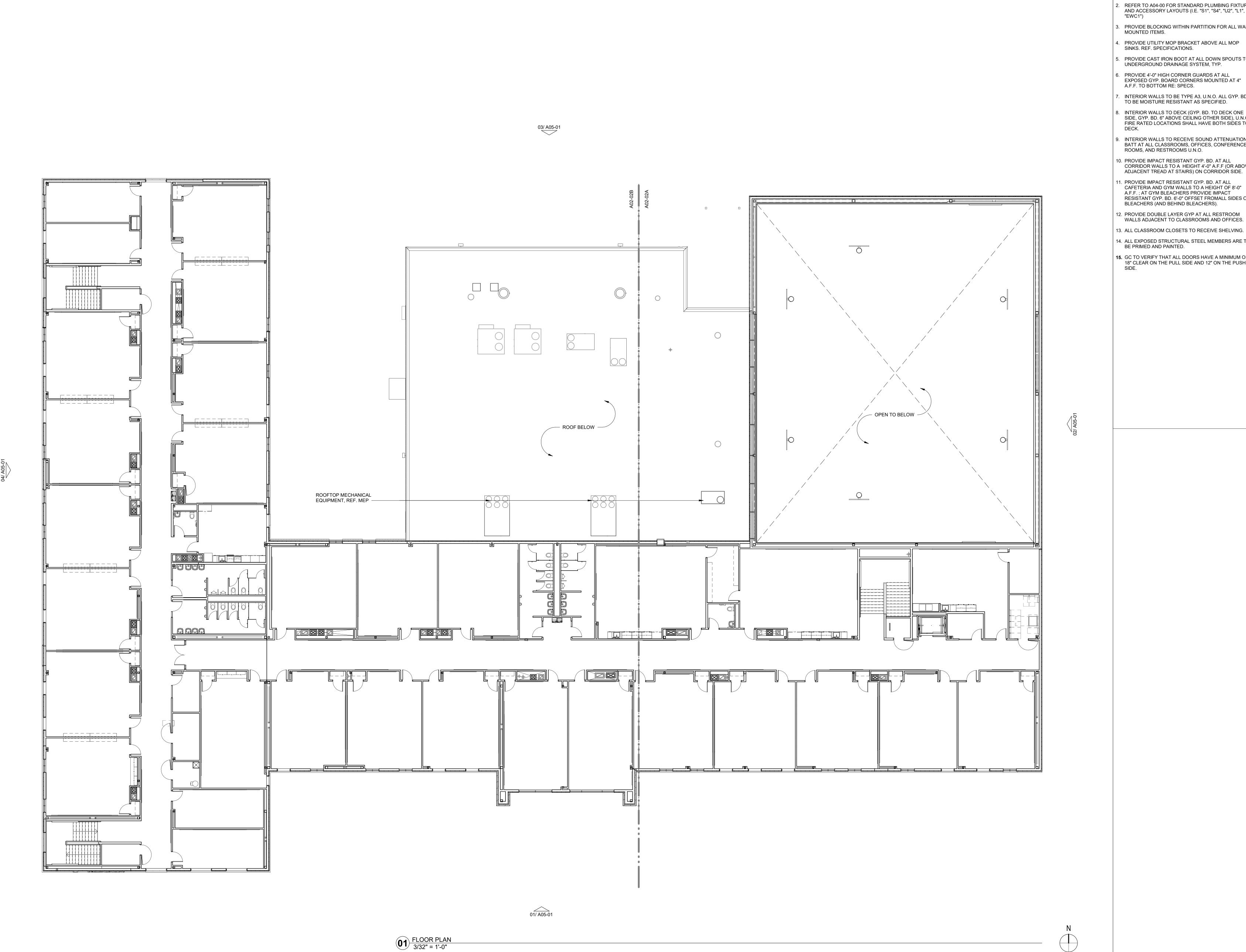
Date of issue: 04.30.2021

KEYPLAN

FLOOR PLAN -LEVEL ONE -SEGMENT B

20316.0000 **DATE** 04.30.2021

SHEET A02-01B



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9-EC2-0124 Erate Cat 2

GENERAL PLAN NOTES

1. PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F.

THROUGHOUT BUILDING, TYP. REFER TO A04-00 FOR STANDARD PLUMBING FIXTURE AND ACCESSORY LAYOUTS (I.E. "S1", "S4", "U2", "L1",

PROVIDE BLOCKING WITHIN PARTITION FOR ALL WALL

MOUNTED ITEMS.

PROVIDE UTILITY MOP BRACKET ABOVE ALL MOP SINKS. REF. SPECIFICATIONS.

PROVIDE CAST IRON BOOT AT ALL DOWN SPOUTS TO UNDERGROUND DRAINAGE SYSTEM, TYP.

PROVIDE 4'-0" HIGH CORNER GUARDS AT ALL EXPOSED GYP. BOARD CORNERS MOUNTED AT 4"
A.F.F. TO BOTTOM RE: SPECS.

7. INTERIOR WALLS TO BE TYPE A3, U.N.O. ALL GYP. BD. TO BE MOISTURE RESISTANT AS SPECIFIED. INTERIOR WALLS TO DECK (GYP. BD. TO DECK ONE SIDE, GYP. BD. 6" ABOVE CEILING OTHER SIDE), U.N.O. FIRE RATED LOCATIONS SHALL HAVE BOTH SIDES TO

9. INTERIOR WALLS TO RECEIVE SOUND ATTENUATION BATT AT ALL CLASSROOMS, OFFICES, CONFERENCE ROOMS, AND RESTROOMS U.N.O.

10. PROVIDE IMPACT RESISTANT GYP. BD. AT ALL CORRIDOR WALLS TO A HEIGHT 4'-0" A.F.F (OR ABOVE

ADJACENT TREAD AT STAIRS) ON CORRIDOR SIDE. . PROVIDE IMPACT RESISTANT GYP. BD. AT ALL CAFETERIA AND GYM WALLS TO A HEIGHT OF 8'-0" A.F.F. ; AT GYM BLEACHERS PROVIDE IMPACT RESISTANT GYP. BD. 6'-0" OFFSET FROMALL SIDES OF

12. PROVIDE DOUBLE LAYER GYP AT ALL RESTROOM WALLS ADJACENT TO CLASSROOMS AND OFFICES.

14. ALL EXPOSED STRUCTURAL STEEL MEMBERS ARE TO BE PRIMED AND PAINTED.

15. GC TO VERIFY THAT ALL DOORS HAVE A MINIMUM OF 18" CLEAR ON THE PULL SIDE AND 12" ON THE PUSH

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ISSUES

REVISIONS

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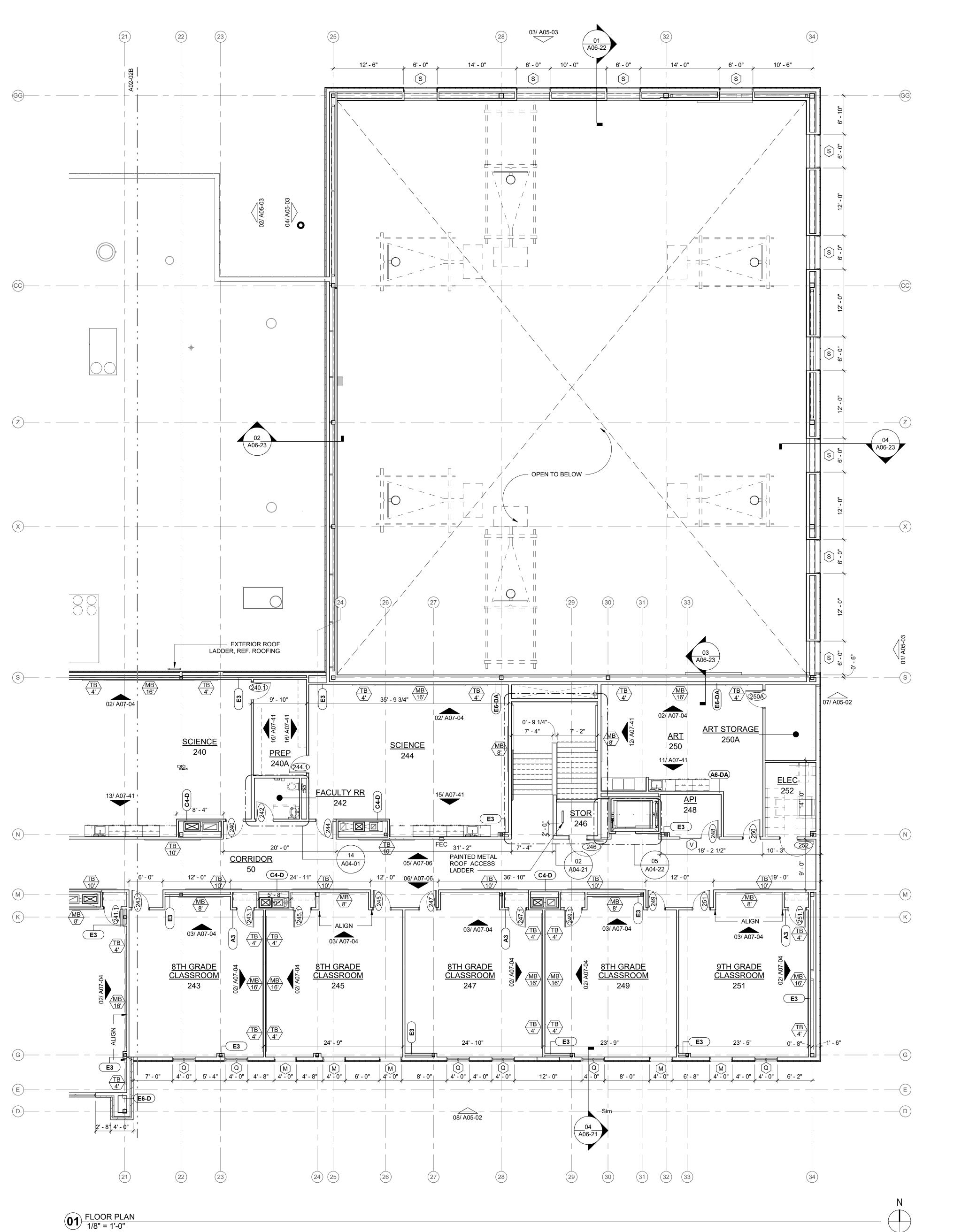
04.30.2021

KEYPLAN

FLOOR PLAN -LEVEL TWO -OVERALL

20316.0000 **DATE** 04.30.2021 SHEET

A02-02



GENERAL PLAN NOTES

PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F. THROUGHOUT BUILDING, TYP.

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A.F.F. ; AT GYM BLEACHERS PROVIDE IMPACT RESISTANT GYP. BD. 6'-0" OFFSET FROMALL SIDES OF

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1 04.30.2021 ISSUE FOR CONSTRUCTION

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Date of issue: 04.30.2021

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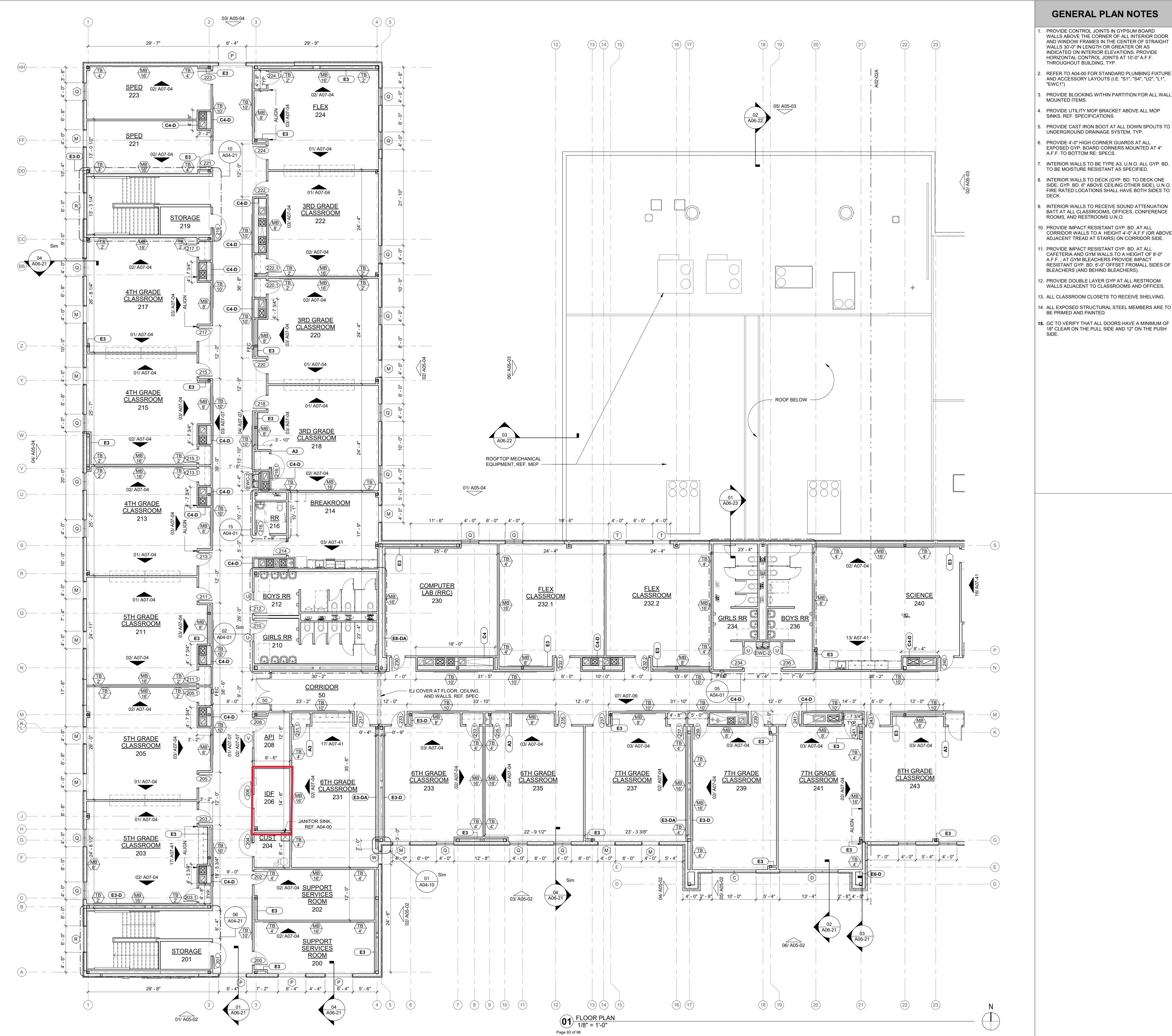
FLOOR PLAN -LEVEL TWO -SEGMENT A

20316.0000 **DATE** 04.30.2021

SHEET

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9-EC2-0124 Erate Cat 2



9-EC2-0124 Erate Cat 2

GENERAL PLAN NOTES

PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F. THROUGHOUT BUILDING, TYP.

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CORGAN

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ISSUES

REVISIONS

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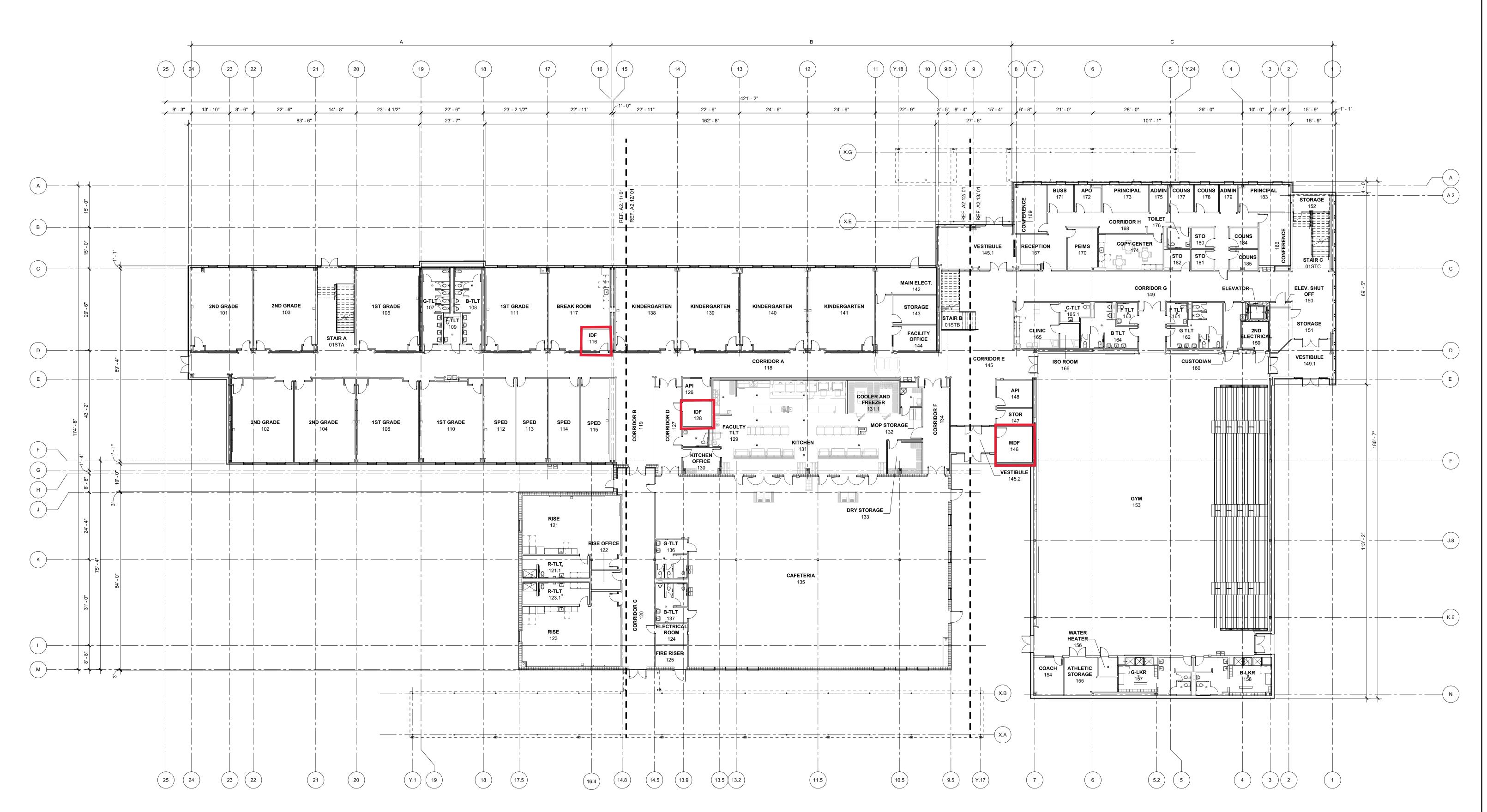
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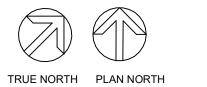
KEYPLAN

FLOOR PLAN -LEVEL TWO -SEGMENT B

20316.0000 **DATE** 04.30.2021

SHEET A02-02B





O1 LEVEL 1 - PHASE 1

1/16" = 1'-0"

HKS

ARCHITECT

HKS, INC 350 NORTH SAINT PAUL ST, STE 100 DALLAS, TX 75201

CIVIL ENGINEER
PELOTON LAND SOLUTIONS
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RLG CONSULTING ENGINEERS.

9800 HILLWOOD PKWY SUITE 250
FORT WORTH, TEXAS 76177

STRUCTURAL ENGINEER

12001 N. CENTRAL EXPRESSWAY SUITE 300
DALLAS, TEXAS 75248

MEP ENGINEER
ESTES MCCLURE & ASSOCIATES, INC

328 S. BROADWAY
TYLER, TX 75702

LANDSCAPE ARCHITECT

CCA LANDSCAPE ARCHITECTS
12700 HILLCREST ROAD SUITE 149
DALLAS, TEXAS 75230

ROWLETT, TEXAS 75088

FOOD SERVICE CONSULTANT

JMK FOOD SERVICE CONSULTING & DESIGN, LLC

3431 LAKEVIEW PARKWAY, SUITE 205

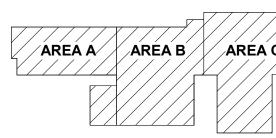


IDEA JIM WRIGHT T. WORTH, TEXAS

OWNER
IDEA PUBLIC SCHOOLS
2115 W PIKE BLVD
WESLACO, TX 78596

PROJECT MANAGER
PROJECT MANAGMENT SERVICE, INC
1822 BRAKER LN #81734
AUSTIN, TEXAS 78708

KEY PLAN



REVISION NO. DESCRIPTION

HKS PROJECT NUMBER

24678.000
DATE
08/08/2023

1SSUE
50% CONSTRUCTION
DOCUMENTS

SHEET TITLE

OVERALL FLOOR

PLAN - LEVEL 01

SHEET NO.





O 1 LEVEL 2 - PHASE 1 / 1/16" = 1'-0"

HKS

ARCHITECT

HKS, INC 350 NORTH SAINT PAUL ST, STE 100 DALLAS, TX 75201

CIVIL ENGINEER
PELOTON LAND SOLUTIONS
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RLG CONSULTING ENGINEERS.
12001 N. CENTRAL EXPRESSWAY SUITE 300
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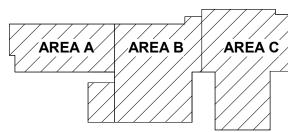


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1822 BRAKER LN #81734
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KEY PLAN



REVISION NO. DESCRIPTION

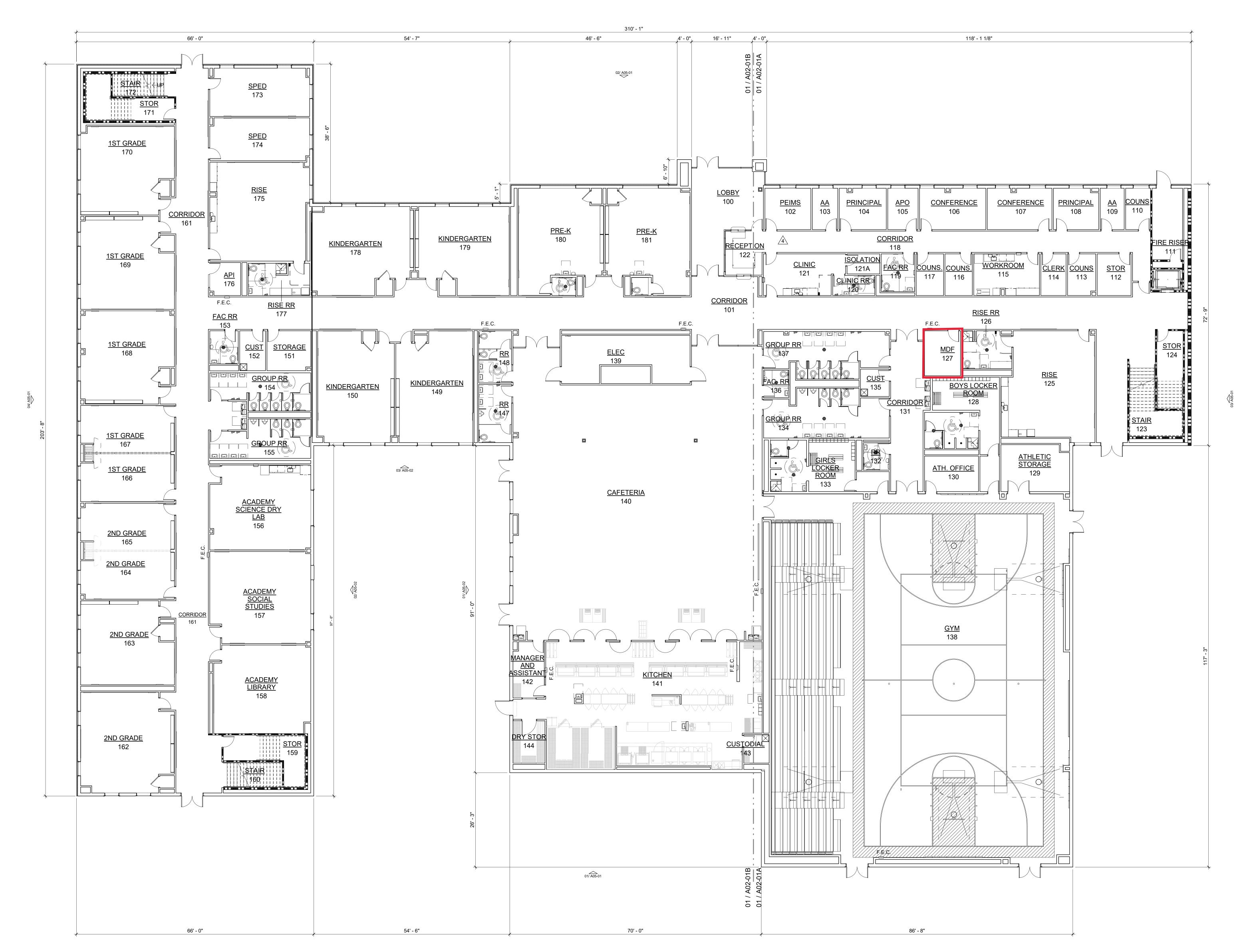
HKS PROJECT NUMBER

24678.000
DATE
09/08/2023
ISSUE

50% CONSTRUCTION
DOCUMENTS

OVERALL FLOOR
PLAN - LEVEL 02

A2.02



PLOOR PLAN - LEVEL ONE - OVERALL
3/32" = 1'-0"

9-EC2-0124 Erate Cat 2

GENERAL PLAN NOTES

- ALL INTERIOR FLOOR LEVELS ARE AT EL.100'-0" UNLESS NOTED OTHERWISE.

 PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS
 ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE
- HORIZONTAL CONTROL JOINTS AT 10'-0" A.F.F.
 THROUGHOUT BUILDING, TYP.

 3. ALL WALL-MOUNTED FIRE EXTINGUISHERS TO BE
 MOUNTED AT 45" MAX. TO EXTINGUISHER HANDLE
- ALL CRASH PADS TO BE MOUNTED AT 4" A.F.F. TO BOTTOM OF PAD U.N.O.; REFER TO ELEVATION FOR
- 5. PROVIDE S4S PAINTED WOOD WINDOW SILL INSIDE ALL EXTERIOR WINDOWS.
- . PROVIDE ACCESSORY TYPE "N" ABOVE ALL MOP
- 7. PROVIDE CAST IRON BOOT AT ALL DOWN SPOUTS TO UNDERGROUND DRAINAGE SYSTEM, TYP.
 8. PROVIDE 4'-0" HIGH CORNER GUARDS AT ALL EXPOSED GYP. BOARD CORNERS IN COMMON SPACES MOUNTED AT 4" A.F.F. TO BOTTOM RE:
- 9. INSTALL PAPER TOWEL DISPENSER @ EACH SINK.
 10. ALL INTERIOR WALLS TO RECEIVE SOUND ATTENUATION BATT.
- 11. GC TO VERIFY THAT ALL DOORS HAVE A MINIMUM OF 18" CLEAR ON THE PULL SIDE
 12. PROVIDE DOUBLE LAYER GYP AT ALL RESTROOM
- WALLS ADJACENT TO CLASSROOMS AND OFFICES.

 13. EXTERIOR WALL DIMENSIONS ARE FROM FACE OF FINISH MATERIAL U.N.O.
- 14. ALL CLASSROOM CLOSETS TO RECEIVE SHELVING.
 15. ALL EXPOSED STRUCTURAL STEEL MEMBERS ARE TO BE PRIMED AND PAINTED.
- 16. FURNITURE ITEMS HALFTONED AND NOT NOTED ARE TO BE CONSIDERED N.I.C. AND PLACED FOR COORDINATION PURPOSES ONLY.

 17. HIGH IMPACT GYP. BD. TO BE PROVIDED AS
- SCHEDULED BELOW: A. AT ALL CORRIDORS: 4'-0" A.F.F. W/ HORIZONTAL
- CONTROL JOINT B. AT ALL GYMNASIUM WALLS: 12'-0" A.F.F.C. FROM TOP MOST ROW OF BLEACHER IN
- GYMNASIUM: 6'-0" D. AT ALL CAFETERIA WALLS: 12'-0" A.F.F.
 E. AT ALL STAIRWELLS: 8'-0" A.F.F. START 6' IN FRONT
- OF BOTTOM LANDING AND END 6' FROM TOP
- LANDING OR NEAREST WALL.

 18. PROVIDE MOISTURE RESISTANT GYP. BD AT ALL LOCATIONS NOT SCHEDULED TO RECEIVE HIGH IMPACT GYP. BD AS NOTED ABOVE.



Houston, TX 77046 T: 832-652-3640 ISSUES 1 04/27/2020 ISSUE FOR CONSTRUCTION



Date of issue:

06/22/2020

KEYPLAN

FLOOR PLAN -LEVEL ONE -OVERALL

20016.0000 **DATE** 06/22/2020 SHEET

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9-EC2-0124 Erate Cat 2

GENERAL PLAN NOTES

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KEYPLAN

FLOOR PLAN -LEVEL TWO -OVERALL

20016.0000 **DATE** 06/22/2020 SHEET

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END OF IDEA PUBLIC SCHOOLS RFP