TEXAS

Request for Proposal

 # 7-EC2-0125 Texas

E-Rate CAT 2 470 #250000241

Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
solicitations@ideapublicschools.org

IDEA
Public Schools

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Procurement Specialist: **Felicia Black** **Email:** solicitations@ideapublicschools.org

Purpose of Request for Proposal (RFP): This Request for Proposal ("RFP") solicits proposals for the provision of structured cable LAN networks, network electronics, uninterruptible power supplies (UPS), as applicable. These services will encompass the installation, configuration, and ongoing maintenance of the devices throughout the E-Rate funding period. The primary objective is to establish a fully managed and robust network infrastructure that effectively meets both current and future requirements while ensuring compliance with E-Rate guidelines.
Note: Vendor must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (known as the "E-Rate" Program) as provided for and authorized under the Federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Vendor must ensure compliance with all applicable E-Rate rules, requirements, regulations, and mandates.

Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN") and a statement regarding if vendor is currently on "Red Light Status" or not.

Timeline:

All dates and times are tentative and subject to change.

First Advertisement Date/Issue Date:	Wednesday, October 16, 2024
Second Advertisement Date:	Wednesday, October 23, 2024
Pre-Proposal Meeting:	Friday, October 25, 2024 @ 10:00 AM CST
Respondent Question Cut-Off Date:	Monday, October 28, 2024, NO Later than 12:00 PM CST
Questions Response from IDEA:	Wednesday, October 30, 2024
Proposals Due by Date & Time:	Tuesday, December 3, 2024, NO Later than 2:00 PM CST
Anticipated Evaluation Period:	Thursday, December 5, 2024 – Tuesday, December 10, 2024
Anticipated Board Meeting & Approval:	January 2025
Initial Proposed Contract Term:	July 1, 2025-September 30, 2026
Renewal option #1:	July 1, 2026-September 30, 2027
Renewal option #2:	July 1, 2027-September 30, 2028

Pre-Proposal Conference

A virtual pre-proposal meeting will be held at 10:00 AM CST via TEAMS video conference on Friday, October 25, 2024. Questions – E-Rate CAT 2 for Texas Form 470 #250000241 regarding this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than 12:00 PM CST on Monday, October 28, 2024. Respondents are responsible for reviewing questions and answers prior to submitting a proposal. Oral communication regarding this RFP shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this proposal. While the pre-proposal meeting is non-mandatory, it is highly encouraged that all potential respondents participate and attend.
Join TEAMS Meeting: Microsoft Teams Meeting
Meeting ID: 287 462 943 153
Passcode: 26TvAF

Proposal Submission: Proposals may be submitted using the Public Purchase or Self-Service website, or by sending One (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools
RFP # 7-EC2-0125 Texas
Attn: Purchasing Department-E-Rate CAT 2 for Texas Form 470 # 250000241
2115 West Pike Blvd
Weslaco, TX 78596

Proposals MUST be received by IDEA by the specified due date and time outlined in the timeline. Each proposal MUST be sealed and marked with the relevant information; failure to do so may result in the proposal not being considered. Please ensure that all submissions are received by IDEA by the designated due date and time.

Note: Faxed or emailed Proposals will not be accepted. Acceptance Period is 120 days from the date of the proposal submission deadline unless otherwise stated in writing.

Funding Type: 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) through this RFP, including any purchase orders issued under said contract(s). The E-Rate program, part of the Federal Universal Service Fund, provides discounts to eligible schools and libraries for telecommunications and internet access services. Established to promote connectivity in educational institutions, E-Rate helps ensure that students and patrons have access to modern technology and digital resources, thereby enhancing learning opportunities and bridging the digital divide. Additional information may be found at https://www.usac.org/e-rate/.

Eligible Respondents: Respondents must not be debarred or suspended by federal or state-funded agencies and must have the legal authority to transact business in Texas. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which may be considered as part of the performance evaluation criteria.

Respondents may withdraw their proposals in writing at any time prior to the submission deadline, without penalty or prejudice.

PART I – CURRENT CONDITIONS/BACKGROUND

Introduction: IDEA Public Schools ("IDEA") is a Texas non-profit 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 high-performing charter schools serving students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions.

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 program, curriculum, and mission has been replicated to serve students in other states, this Request for Proposals and any subsequent contract is only for goods and services provided to IDEA's Texas based charter school and campuses.

Project Background: Current Network Infrastructure: IDEA Public Schools is committed to enhancing network performance and reliability by expanding and completing the retrofit of the network infrastructure across all campuses. To achieve this, we seek to procure essential networking equipment and licensing solutions.

This procurement includes advanced wireless access points designed to deliver robust Wi-Fi coverage and support our growing user base. Additionally, we require a high-capacity switch to facilitate efficient data routing and provide power over Ethernet capabilities for our devices.

To ensure optimal operation and ongoing support, we seek long-term licenses that will grant access to critical software updates and technical support over the next five years. Furthermore, a dedicated power supply is necessary for the uninterrupted operation of our access points, along with high-speed connectivity cables to enable seamless data transfer between devices.

Investing in this equipment is vital to maintaining a resilient network infrastructure that can adapt to our future needs and support our strategic goals.

Project Vision: The primary goal of this RFP is to create a network infrastructure that supports the growing technological needs of IDEA Public Schools while ensuring continuity and reliability. Bidders are expected to propose innovative and resilient solutions that deliver high performance at a competitive cost, adhering to E-Rate guidelines.

IDEA Public Schools is committed to fostering a competitive bidding process that emphasizes **cost-effectiveness**, **network performance**, and **future scalability**. Vendors are encouraged to present their best solution to ensure IDEA's ability to deliver high-quality education supported by state-of-the-art WAN connectivity.

Bidders should ensure that their proposals meet all technical, design, and pricing specifications outlined in the RFP while providing clear evidence of their ability to deliver the required services efficiently and within budget.

PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Proposal Specifications: 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 this solicitation to review Proposals and may make multiple awards if deemed in the best interest of IDEA, at its sole discretion. The anticipated spending and total contract value will depend on the scope of services and needs identified during the evaluation process and may vary based on the number of awards issued.

A.	**Internal 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" desires 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.
	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, including: shipping, insurance, delivery, taxes, etc. The Vendor will also include lift rental fee cost, and gym heavy-duty flooring protection sheet. No additional costs will be allowed under the existing scope of work. It is the intention of IDEA Public Schools to award a contract to a single vendor for all products and/or services requested in this Request for Proposal (RFP).
	A.1.4	The Vendor will provide documentation to prove their staff's capabilities, experience, and certifications. Information included in the Vendor Reference list) above should include network electronics installation, configuration and maintenance for similar projects. The Vendor will provide a dedicated implementation team qualified to meet technical and project management requirements. • PMP Certification • Manufacture Certification for the proposed solution
	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. Proposals are requested for the makes/models identified in this RFP. Offers containing alternative makes/models are required to submit product specifications and documentation to establish that the equipment is equivalent to the requested solution. The applicant will be the arbiter of whether the proposed solution is functionally and technically equivalent to the requested solution.
	A.1.6	The attached Price Sheet provides the minimal technology specifications that are acceptable to meet the "District's" current and future technology needs.
	A.1.7	The Vendor will remove existing/legacy equipment, during the installation, and inventory and drop-off legacy equipment at IDEA's designated location – either warehouse or campus.
	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 legacy equipment, including new unused equipment
	A.2.1.2	Access Point and Cabling as-built maps
	A.2.1.3	Manufacturer portal updated with AP names and scaled map uploaded.

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

Technical Specifications and Deliverables:

Awarded Vendor(s) Responsibilities:

a) Ensuring compliance with E-Rate filing and documentation

b) Providing regular updates on project progress

c) Responding promptly to issues or service outages

d) No price increases will be permitted during the term of the agreement.

e) By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See https://www.usac.org/about/reports-orders/supply-chain/ for more details.

f) As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/ for more details.

Key Requirements for Bidders

a) **Pricing:** Proposals are requested for the makes/models specified in **Attachment P: Proposed Pricing** (or equivalent). Offers containing alternative makes/models are required to submit product specifications and documentation to establish that the equipment is equivalent to the requested solution. The applicant will be the arbiter of whether the proposed solution is functionally and technically equivalent to the requested solution.

Performance Requirements:

The specifications included above are minimum basic requirements.

a) The specifications included above are minimum basic requirements.

b) The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.

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

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. The initial term is expected to begin on or about July 1, 2025, for a period of one year. IDEA may choose to renew this contract for up to an additional two one-year periods. IDEA shall provide written notice to the selected Vendor(s) at least thirty (30) days in advance of expiration informing Vendor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor is unable to renew the contract, the Vendor shall provide IDEA with written notice according to the instructions provided in the renewal notice.

Insurance Requirements:

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.
The insurance coverage specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor 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.

Vendor shall keep in full force and effect the following minimum limits of insurance (or higher):

i) General Liability: Vendor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: $1,000,000 per occurrence and $2,000,000 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor or anyone directly or indirectly employed by Vendor. 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 shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor 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.

iii) Workers' Compensation: Vendor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

Each insurance policy to be furnished by the successful Vendor 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.

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.

Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor shall keep the required insurance coverage in effect at all times during the term of the Agreement, and any subsequent extensions.

PART III – PROPOSAL SUBMISSION & REQUIREMENTS

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. Late proposals will be disqualified. 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.

E-Rate Program Integrity Assurance (PIA) Review

k. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
l. Vendors may assist applicants with preparing funding requests or responding to PIA questions.
m. For all responses that include construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.
n. Vendors may assist IDEA in responding to PIA requests after the FCC Form 471 application has been submitted. We recommend not to have a vendor communicate directly with PIA review, unless preauthorized by IDEA.
o. **All responses must agree, in writing, to this section in the Appendix D Checklist. Failure to answer is grounds for disqualification.**

Required Notice to Proceed and Funding Availability

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

Required Proposal Format: To be considered, the Proposal must be prepared according to the following instructions and should include the following information and content. Failure to include these items may result in disqualification.

1. **Cover Page-**Complete and insert **Attachment A**
2. **Executive Summary-** Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor's experience as it relates to the specifications of the RFP.
3. **Summary of Experience & Qualifications-** The Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in a school setting.
4. **Response to Evaluation Criteria-** Provide a detailed response to each Evaluation Criteria listed in this solicitation.
5. **Cost Summary-** Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized 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, Respondent shall state "**No costs to IDEA**". Utilize **Attachment Q** for proposed pricing.
6. **Required Forms-** ***ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED***
   Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
   Attachment B – Vendor Acknowledgement
   Attachment C – Evidence of Insurance
   Attachment D – Certification Regarding Lobbying
   Attachment E – Non-Collusion Statement
   Attachment F – IDEA Conflict of Interest Form
   Attachment G – Texas Ethics Commission Form CIQ
   Attachment H – Child Support Certification
   Attachment I – Equal Opportunity and Nondiscrimination
   Attachment J – Felony Conviction Disclosure Statement
   Attachment K – Certification Regarding Lobbying
   Attachment L – Debarment or Suspension Certificate
   Attachment M - Contract Provisions for Contracts Involving Federal Funds
   Attachment N – Reference Sheet
   Attachment O – Criminal History Review of Vendor/Contractor Employees
   Attachment P – Litigation, Termination, Claims
   Attachment Q – Proposed Pricing
   Attachment R – IRS Form W-9
   Attachment S - Deviations and Exceptions
7. **Appendix A** Sites
8. **Appendix B** Vendor E-Rate Service Provider Number Requirement
9. **Appendix C** Checklist
10. **Additional Documentation (Optional)** 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) whose Proposal(s) is/are determined to be most advantageous to IDEA. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

Competitive Selection and Proposal Evaluation
This is a negotiated procurement and as such, the award will not necessarily be made to the lowest-priced Proposal. In accordance with FCC and E-Rate program rules, price of E-Rate eligible products and/or services will be the primary factor carrying the heaviest weight. The award will be made to the Vendor submitting the best responsive Proposal that satisfies IDEA's requirements, considering price and other factors. If a single Vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors.
Proposals will be evaluated based on criteria deemed to be in IDEA's best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

Best and Final Offer Process (BAFO)
If necessary, IDEA reserves the right to enter into a BAFO process with one or more Vendors. The BAFO process allows Vendors to submit a revised Proposal based on further clarification, negotiation, or adjustment to the terms initially proposed. IDEA will provide instructions and deadlines for BAFO submissions if this process is initiated.

IDEA's Board will make the final decision on whether, and to whom, a contract is awarded.
Non-responsive or disqualified Proposals will not be eligible for award consideration. Reasons for being deemed non-responsive or disqualified include, but are not limited to, failing to meet proposal requirements, receiving the Proposal after the posted deadline, failure to sign the Proposal, and/or failure to include one or more Conditions of Service/Term Agreement.

IDEA reserves the right to reject any use of Vendor terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of the Offeror's form of agreement.

Proposals will be scored according to the following rubric:

% Weight	Evaluation Criteria
40%	**Eligible Costs:** E-Rate eligible recurring and one-time costs
25%	**Compatibility:** How well the proposed solution is integrated into the existing infrastructure
15%	**Technical Merit:** Ability of staff and/or solution to support requirements of this solicitation
10%	**Prior Experience:** The Service Provider has positive experience with District or similar K-12 schools
5%	**Ineligible Costs:** E-Rate ineligible costs of products/services
5%	**Terms and Conditions:** Vendor's proposed contract terms and conditions
100 %	**Total Possible Score**

Explanation of Evaluation Criteria:

Eligible Costs: Material and Labor. The total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-Rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. As stated above the bid must clearly identify the E-Rate eligible portion of the project.

Compatibility: Vendor's proposed equipment is compatible with the existing LAN/WAN infrastructure.

Technical Merit: The technical ability of the bidder's staff and of their proposed solution.

Prior Experience: Vendor's track record and standing within the industry, including past performance on similar projects, client references, and customer satisfaction. Consideration will be given to any accolades, certifications, or industry recognition, as well as the Vendor's history of meeting deadlines, quality standards, and resolving issues or complaints professionally. **Note: This will be captured from the provided Attachment N: Reference Sheet.**

Ineligible Cost: The total cost of ownership for the ineligible components of the proposed service.

Terms and Conditions: Proposals must provide a concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be placed on completeness and clarity of content. **The offeror agrees to the General & Supplemental Terms and Conditions and provides, in writing, any exceptions to any of the terms.**

PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

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.

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 - SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

a. Vendor/Contractor agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in 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.

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

a. General Guidelines. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g. IDEA has determined that Vendor/Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA's students who receive the services, and that Vendor/Contractor is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor/Contractor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor's/Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

b. Definition of "Student Data": "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes, but is not limited to, student data, metadata, and user content.

c. Collection and Use of Student Data: Vendor/Contractor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor/Contractor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor/Contractor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

d. If Vendor/Contractor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.

e. Data De-Identification: Vendor/Contractor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor/Contractor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.

f. Marketing and Advertising: Vendor/Contractor will not use any Student Data to advertise or market to students or their parents.

g. Modification of Terms of Service: Vendor/Contractor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.

h. Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.

i. Access and Transfer or Destruction: Any Student or Employee Data held by Vendor/Contractor will be made available to IDEA upon request by IDEA. Vendor/Contractor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor/Contractor may have transferred Student or Employee Data are destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.

j. Rights and License In and To Student or Employee Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor/Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor/Contractor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

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

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PART VII – REQUIRED ATTACHMENTS

Attachment A – Title Page

A Proposal Submitted in Response to

IDEA's Request for Proposals
RFP #7-EC2-0125 Texas for E-Rate CAT 2
Form 470 #250000241

Submitted By:

_____
(Full Legal Name of Vendor)

Vendor dba (if applicable): _____

Employer Identification Number: _____

Street Address: _____

City, State, and Zip Code: _____

Additional Requirements:

The proposal must include the name of each person with at least 25% ownership of the business.

Name: _____ Name:_____

Name: _____Name: _____
On:

_____
(Date of Proposal Submission)

Attachment B – Vendor Acknowledgement

The undersigned representative of the proposing organization indicated below hereby acknowledges and affirms that;

1. I am authorized to enter into a contractual relationship on behalf of the proposing organization indicated below.
2. I have carefully examined and accept the general terms and conditions located at Procurement & Contract Services - IDEA Public Schools in addition to the specifications and supplemental terms and conditions (if applicable) included in this solicitation.
3. Neither the respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, has in any way collude, conspired, or agreed, directly or indirectly with any person, corporation, or other respondent or potential respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response.
4. No attempt has been or will be made by the firm's officers, employees, or agents to lobby, directly or indirectly, IDEA Board of Directors, or any employee involved in this procurement activity.
5. If all or any part of this proposal is accepted, the vendor shall provide all products/services at the prices quoted and in strict compliance with all terms and conditions associated with this solicitation.
6. The proposing organization is in compliance with all applicable federal, state and local codes, laws and statutes.

Vendor Legal Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Web Site Address: _____

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment C – Evidence of Insurance

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

MINIMUM INSURANCE COVERAGE & LIMITS FOR VENDORS AND PROFESSIONAL SERVICE PROVIDERS			
Type of Contractor	**Required Coverage**	**Required Coverage Limits**	**Other**
Speakers, Presenters, Judges, DJ, Decoration and Photobooth Vendors (This is not an all-inclusive list)	NA	NA	Hold Harmless Agreement
Charter Bus Services	Commercial General Liability	Each Occurrence: $1,000,000 General Aggregate: $2,000,000 Medical Expenses: $5,000	Additional Insured and Waiver of Subrogation Endorsement
	Automobile Liability	Combined Single Limit or Umbrella Liability (excess) $5,000,000 Uninsured Motorist: $100,000 Medical Payments or Personal Injury Protection: $5,000	Additional Insured and Waiver of Subrogation Endorsement
Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.) **Service Providers (copier/fax service, computers, security, equipment vendors, etc.)**	Commercial General Liability	Each Occurrence: $1,000,000 General Aggregate: $2,000,000 Personal and Advertising Injury: $500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles *(Required for vehicles driven on school property)*	Combined Single Limit: $1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: $500,000	Waiver of Subrogation Endorsement
Vendor General Insurance Requirements	Commercial General Liability	Each Occurrence: $1,000,000 General Aggregate: $2,000,000 Personal and Advertising Injury: $500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles *(Required for vehicles driven on school property)*	Combined Single Limit: $1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence $500,000	Waiver of Subrogation Endorsement

For the contractor categories below, the following coverages may apply in addition to the general insurance requirements listed above:

Welders, plumbers (work with open flames)	Fire Damage	Each Occurrence: $1,000,000	Additional Insured Endorsement
Hazardous Materials, Waste Haulers, Pest Control, etc.	Pollution Liability (May require project-specific coverage)	Each Occurrence: $1,000,000	Additional Insured Endorsement
Professional Services (accountants, architects, attorneys, education consultants, etc.)	Professional Liability	General Aggregate: $2,000,000 Each Occurrence: $1,000,000 Abuse of Molestation (If applicable) $1,000,000	Additional Insured Endorsement
Nurses, therapists, medical providers	Professional Liability or Medical Malpractice (as applicable)	General Aggregate: $3,000,000 Each Occurrence: $1,000,000 Abuse of Molestation: (If applicable) $1,000,000	Additional Insured Endorsement
Payroll company, Data managers	Cyber Liability	Each Occurrence $1,000,000	Additional Insured Endorsement

The Additional Insured Endorsement language must name as follows: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596.
Please click here to see a COI Example.

Rev. December 8, 2022

Attachment D – 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 Date

_____

Printed Name and Title of Authorized Representative

Attachment E – 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 F – IDEA Conflict of Interest Form

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

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor 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.
- 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.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor 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 Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment G – Texas Ethics Commission Form CIQ

The respondent must fill out the Conflict-of-Interest Form CIQ and submit it 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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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 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.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.)

3 **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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

5 **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

Attachment H – 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.

TEXAS Health and Human Services

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 I – 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 J – Felony Conviction Disclosure Statement

IDEA Public Schools ("IDEA") requires a person or business entity that enters into a contract with IDEA for the provision of goods or services to give advance notice to IDEA if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction.

NOTE: This notice statement is not required of a publicly held corporation.

Please mark the appropriate choice below:

☐ This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ This business entity is not owned nor operated by anyone who has been convicted of any felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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:

_____

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

Vendor Business (DBA) Name: _____

Name of Authorized Company Official (Print): _____

_____ _____ _____

Signature of Company Official Title Date

Attachment K – 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 Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

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

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

1. *Remedies for Contract Breach or Violations*. Contracts for more than the simplified acquisition threshold currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

2. *Termination for Cause and Convenience*. All contracts in excess of $10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.

3. *Equal Employment Opportunity*. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

4. *Davis-Bacon Act*. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by IDEA must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. IDEA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. IDEA must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. IDEA must report all suspected or reported violations to the Federal awarding agency.

5. *Contract Work Hours and Safety Standards Act*. Where applicable, all contracts awarded by IDEA in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

7. *Clean Air Act and the Federal Water Pollution Control Act*. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. *Energy Efficiency Standards and Policies*. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. *Debarment and Suspension*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. *Byrd Anti-Lobbying*. Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

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

12. Buy America Act. Federally funded projects creates a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Vendor 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 Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment N – Reference Sheet

Please list a minimum of **three (3)** verifiable references of clients/organizations (governments, charter schools, or ISDs) that have used your services. Preferably the Respondent shall list references for any projects completed in the past 5 years that are similar to the scope of work in this Solicitation. If additional space is required, attach additional pages hereto. IDEA would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred:

1. _____
Customer/Client School or Organization/Entity Name Dates of Contract

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

2. _____
Customer/Client School or Organization/Entity Name Dates of Contract

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

3. _____
Customer/Client School or Organization/Entity Name Dates of Contract

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

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 equivalent 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 certify that [check one]:

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

Or

[_____] Some or all of the employees of Vendor/Contractor and any subcontractor are "covered employees." If this box is checked, I further certify that:

1. If Vendor/Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
2. Upon request, Vendor/Contractor will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
3. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor/Contractor agrees to discontinue using that covered employee to provide services to the School.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

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

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment P – Litigation, Terminations, Claims

Respondent shall list any project completed in the past five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before the expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. If additional space is required, attach additional pages hereto.

1. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

2. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

3. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

I certify that no claims, litigations, or terminations have been filed against my company in the past 5 years.

_____ _____
Signature of Authorized Representative Date

Attachment Q – Proposed Pricing

Respondent shall provide pricing/price schedule. Please indicate "No Bid" on Items you wish not to bid on.
Price Sheet can be downloaded at: [Bid Opportunities & RFPs - IDEA Public Schools]

Pricing MUST be submitted on IDEA's Attachment Q.

Pricing Attachment - Category 2

Applicant (BEN):	San Antonio Texas
BEN#:	228353
Form 470#:	250000241
Service Provider:	
SPIN:	
Coop Contract #:	<Delete row if not part of this solicitation>
Contact Name:	
Contact E-mail:	
Contact Phone:	
Site Visit Attendee:	<Delete row if no mandatory site visit>

Pricing Sheet Response Instructions
*Please complete the yellow cells with your proposed solution. The blue columns are autopopulated and should not be edited.
**If you do not plan to offer a specific line item, please place "N/A" in the Proposed Solution "Make" Column.
***Specific models have been listed below to provide a better understanding of the specs the applicant is interested in. As per E-rate rules, ALL proposals that include solutions functionally equivalent to the models listed below will be reviewed and considered. If you provide an equivalent solution, you must also provide documentation that demonstrates the solution listed on your response is functionally equivalent to what is requested.
****Should there be a discrepancy between the fees listed in this Pricing Attachment and any other proposal response document, the costs offered in this document shall prevail.

Requested Solution (or equivalent)				*Proposed Solution				Extended E-rate Eligible Cost by Location							
								IDEA Brackenridge		IDEA Ewing Halsell		IDEA Najim		IDEA Judson	
Type of Equipment	Make	Model #	Quantity	**Make	***Model	Unit Cost	E-rate Eligible % of the	Qty	Ext Cost	Qty	Ext Cost	Qty	Ext Cost	Qty	Ext Cost
Data Distribution	Example Brand	Example Model	2	ABC Brand	XYC Model	X.XX	100.00%	1	$X.XX	0	$0.00	1	$X.XX	0	$0.00
Wireless Data Distribution	CW9164I-MR	Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki	400					100	$0.00	100	$0.00	100	$0.00	100	$0.00
Wireless Data Distribution	CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/Meraki	40					10	$0.00	10	$0.00	10	$0.00	10	$0.00
Data Distribution	C9300-48P-EDU	Catalyst 9300 48-port PoE+,	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
Module	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
Module	TE-C9K-SW	TE agent for IOSXE on C9K	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00

Pricing Attachment - Category 2

Applicant (BEN):	IDEA Public Schools (TX) RGV
BEN#:	228353
Form 470#:	250000241
Service Provider:	
SPIN:	
Coop Contract #:	<Delete row if not part of this solicitation>
Contact Name:	
Contact E-mail:	
Contact Phone:	
Site Visit Attendee:	<Delete row if no mandatory site visit>

Pricing Sheet Response Instructions
*Please complete the yellow cells with your proposed solution. The blue columns are autopopulated and should not be edited.
**If you do not plan to offer a specific line item, please place "N/A" in the Proposed Solution "Make" Column.
***Specific models have been listed below to provide a better understanding of the specs the applicant is interested in. As per E-rate rules, ALL proposals that include solutions
****Should there be a discrepancy between the fees listed in this Pricing Attachment and any other proposal response document, the costs offered in this document shall prevail.

Requested Solution (or equivalent)				*Proposed Solution				Extended E-rate Eligible Cost by Location							
								Tres Lagos		IDEA Owassa		IDEA Elsa		IDEA Rio Grande City	
Type of Equipment	Make	Model #	Quantity	**Make	***Model	Unit Cost	E-rate Eligible % of the	Qty	Ext Cost	Qty	Ext Cost	Qty	Ext Cost	Qty	Ext Cost
Data Distribution	Example Brand	Example Model	3	ABC Brand	XYC Model	X.XX	100.00%	1	$X.XX	0	$0.00	1	$X.XX	0	$0.00
Wireless Data Distribution	CW9164I-MR	Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki	400					100	$0.00	100	$0.00	100	$0.00	100	$0.00
Wireless Data Distribution	CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/Meraki	40					10	$0.00	10	$0.00	10	$0.00	10	$0.00
Data Distribution	C9300-48P-EDU	Catalyst 9300 48-port PoE+, K12	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
Module	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
Module	TE-C9K-SW	TE agent for IOSXE on C9K	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00
License	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst	96					24	$0.00	24	$0.00	24	$0.00	24	$0.00

Attachment R – IRS Form W-9

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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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 should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment S – Deviations and Exceptions

If the undersigned Vendor 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 assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP.

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

☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows:

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

_____
Legal Vendor Name

_____ _____
Signature of Authorized Representative Date

_____
Printed Name and Title of Authorized Representative

Part IX: APPENDICES

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

(The rest of this page was intentionally left blank.)

Appendix A: Sites

Campus Name	Address	City	State	Zip Code
IDEA Brackenridge	5555 Old Pearsall Rd	San Antonio	TX	78242
IDEA Ewing Halsell	2523 W Ansley Blvd	San Antonio	TX	78224
IDEA Najim	926 S Ww White Rd	San Antonio	TX	78220
IDEA Judson	13427 Judson Rd	San Antonio	TX	78233
IDEA Tres Lagos	5200 Tres Lagos Blvd	McAllen	TX	78504
IDEA Owassa	1000 E Owassa Rd	Pharr	TX	78577
IDEA Elsa	411 S Fannin St	Elsa	TX	78543
IDEA Rio Grande City	2803 Monarch Ln	Rio Grande City	TX	78582

(The rest of this page was intentionally left blank.)

Appendix B: Vendor E-Rate Service Provider Number Requirement

IDEA would like to inform all interested vendors of the following: Service providers will be required to have an E-Rate Service Provider Number (SPIN) to access the Form 470 and to provide responses to this bid request. A SPIN may be obtained by contacting E-Rate's Customer Service, 888-203-8100. Additional information may be located at: https://www.usac.org/E-Rate/service-providers/step-1-obtain-a-spin/

Appendix C: RFP Checklist

The documents below are <u>required</u> for proposal submission to be considered complete. Failure to submit the required documents may result in a proposal being deemed nonresponsive.

☐ The vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN") and a statement regarding if the vendor is currently on "Red Light Status" or not

☐ Executive Summary

☐ Summary of Experience & Qualifications

☐ Detailed Response to Evaluation Criteria

☐ Attachment A: Title Page

☐ Attachment B: Vendor Acknowledgement

☐ Attachment C: Evidence of Insurance

☐ Attachment D: Certification Regarding Drug-Free Workplace

☐ Attachment E: Non-Collusion Statement

☐ Attachment F: IDEA Conflict of Interest Form

☐ Attachment G: Texas Ethics Commission Form CIQ

☐ Attachment H: Child Support Certification

☐ Attachment I: Equal Opportunity and Nondiscrimination

☐ Attachment J: Felony Conviction Disclosure Statement

☐ Attachment K: Certificate Regarding Lobbying

☐ Attachment L: Debarment and Suspension Certificate

☐ Attachment M: Contract Provisions for Contracts Involving Federal Funds

☐ Attachment N – Reference Sheet (minimum of 3 verifiable references)

☐ Attachment O – Criminal History Review of Vendor/Contractor Employees

☐ Attachment P – Litigation, Terminations, Claims

☐ Attachment Q – Proposed Pricing

☐ Attachment R – IRS Form W-9

☐ Attachment S – Deviations and Exceptions

☐ **<u>By selecting this checkbox, the vendor acknowledges and agrees to the terms and conditions outlined in this solicitation document.</u>**

Part X: ADDENDA

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

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END OF IDEA PUBLIC SCHOOLS RFP