

OHIO

Request for Proposal

10-EC1-0126

**E-Rate CAT1 Ohio - Form 470
#260000070**

IDEA Greater Cincinnati, Inc.
In c/o IDEA Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
solicitations@ideapublicschools.org



Greater Cincinnati
IDEA
Public Schools

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Procurement Specialist: **Delilah Veliz**

Email: solicitations@ideapublicschools.org

Purpose of Request for Proposal (RFP): This Request for Proposal (“RFP”) is to seek reliable and scalable Wide Area Network (WAN) transport services. These services will ensure resilient, high-speed connectivity between key locations (HUBs) and additional sites (Z locations). The objective is to establish a fully managed, robust network infrastructure that meets current and future bandwidth needs while maintaining 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, September 3, 2025
Second Advertisement Date:	Wednesday, September 10, 2025
Pre-Proposal Meeting:	Tuesday, September 23, 2025 @ 10:00 AM CST
Respondent Question Cut-Off Date:	Wednesday, October 1, 2025, no later than 12:00 PM CST
Questions Response from IDEA:	Thursday, October 9, 2025
Proposals Due by Date & Time:	Friday, November 7, 2025, no later than 12:00 PM CST
Anticipated Evaluation Period:	Wednesday, November 12, 2025 – Monday, November 17, 2025
Anticipated Board Meeting & Approval:	January 2026
Initial Proposed Contract Term:	July 1, 2026-June 30, 2027
Renewal option #1:	July 1, 2027-June 30, 2028
Renewal option #2:	July 1, 2028-June 30, 2029
Renewal option #3:	July 1, 2030-June 30, 2031

Pre-Proposal Conference

A virtual pre-proposal meeting will be held at 10:00 AM CST via TEAMS video conference on Tuesday, September 23, 2025. Questions regarding this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than 12:00 PM CST on Wednesday, October 1, 2025. **The subject line must read “Questions-RFP 10-EC1-0126 E-Rate CAT1 Ohio – Form 470 #260000070”.** Respondents are responsible for reviewing questions and answers prior to submitting a proposal. Oral communications 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: 226 491 364 909 6

Passcode: ob7D5SM2

Proposal Submission: Proposals may be submitted using the [Public Purchase](#) or by sending one (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools
In C/o IDEA Greater Cincinnati, Inc.
RFP #10-EC1-0126 E-Rate CAT1 Ohio - Form 470 #260000070
Attn: Purchasing Department
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.

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 Ohio. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which may be considered as part of the performance evaluation criteria. Respondents must demonstrate that they have a valid Service Provider Identification Number (SPIN), a valid Federal Communications Commission Registration Number ("FCCRN"), and a statement regarding if respondent is currently on "Red Light Status" or not at the time of proposal submission.

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 Greater Cincinnati, Inc. ("IDEA") is an Ohio nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Title 33 of the Ohio Revised Code and its Contract for Charter with the Thomas B. Fordham Foundation, IDEA is an open-enrollment charter school, governmental entity, and public school. IDEA prepares Ohio students from underserved communities for success in college and life. IDEA serves students located in the Cincinnati area.

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, nearly 100% of seniors have been accepted and matriculated to a college or university every year. Thanks to a rigorous path to college 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 or services provided to IDEA's Ohio based charter schools and campuses.

Project Background:

Current Network Infrastructure: IDEA Greater Cincinnati, Inc. currently operates a **leased-lit fiber WAN** that connects its campuses and administrative facilities across various geographic locations. This network infrastructure enables the secure and efficient transmission of data for critical operations, including student information systems, virtual learning platforms, and communication tools. At present, WAN services primarily contain connections that terminate at key HUB locations in Austin, Texas, and Weslaco, Texas. The current WAN service contract is set to expire on **June 30, 2026**, necessitating a comprehensive evaluation of network requirements and potential service providers to meet future demands.

Network Expansion and Future Needs: With the continued expansion of IDEA Greater Cincinnati, Inc. and increasing reliance on bandwidth-intensive technologies such as video conferencing, cloud-based applications, and virtual learning, IDEA requires a WAN solution that not only meets the current **1 Gbps** demand but is also scalable to **2 Gbps** to accommodate future growth.

To support its growing infrastructure, IDEA Greater Cincinnati, Inc. is seeking proposals from qualified vendors capable of delivering fully managed WAN transport services that provide **reliable, high-speed connectivity** between its central HUBs (A locations), and outlying campuses and administrative sites (Z locations). This RFP is intended to identify a vendor(s) that can offer innovative, cost-effective solutions that ensure uninterrupted network services while supporting the district's long-term scalability needs.

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 Greater Cincinnati, Inc. 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 spend 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.

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 (P.O.) 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 P.O. 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.

Section 1: Overview

I IDEA Greater Cincinnati, Inc. is seeking **leased lit fiber WAN services** or equivalent services to connect multiple locations within the district. The services must be designed to be resilient and scalable, providing **1 Gbps dedicated, symmetrical transport bandwidth** with the ability to upgrade to **2 Gbps**. The WAN must connect two HUB locations, **IDEA Health Professions in Austin, Texas, and IDEA Headquarters in Weslaco, Texas**, to all satellite (Z) locations specified in RFP's *Appendix A*.

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

Services are necessary to be effective starting on **July 1, 2026**, which represents the expiration of the current WAN service.

1. Pricing for one year, with three (3) one-year voluntary extensions will be considered.
2. Pricing is requested for **1 Gbps** for each location; offerors should also provide scalable pricing for **2 Gbps** for each location.
3. Pricing is requested for quantity of **ten 10 Gbps** circuit handoffs to aggregate the campus **1 Gbps** circuit. (based off of current topology)
4. As with all E-Rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, IDEA will, at its sole discretion decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP does not obligate the district to make an award.

Section 2: Service Requests

1. Applicant is seeking bids for a fully managed WAN solution. WAN connections are point-to-point fiber connections that connect individual instructional / non-instructional facilities in the same school district. See Section 3 for solution requirements.
2. **Network Design and Construction Routes**
 - a. IDEA will consider traditional network designs (such as hub and spoke) or alternative proposals. IDEA's stated decision criteria (outlined in *Part IV-Evaluation Criteria*) will be used to determine if an award is made as a result of this RFP. IDEA has, in accordance with E-Rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
 - b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to IDEA. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to IDEA and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
 - c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).

- d. Design must provide resiliency to ensure a single fiber cut or site failure will not affect the rest of the WAN connections.
- e. IDEA is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
- 3. A plan for regularly scheduled progress updates during the construction period must be addressed in the bid.
- 4. **Special Construction**
 - a. In E-Rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - b. While special construction is a one-time cost, bidders must be willing to spread the cost over the life of the contract if requested by IDEA.

Section 3: Solution Specifications

- 1. **Wide Area Network**
 - a. Bidder must have dedicated, symmetrical transport bandwidth of **1 Gbps** between the designated endpoints.
 - b. The solution must be scalable to **2Gbps**.
 - c. Contract options are requested for **12-month** terms of service.
 - d. Each respondent is required to complete and submit **Attachment O – Proposed Pricing** upon initial submission.
 - i. Respondents are required to submit pricing utilizing IDEA’s **Attachment O – Proposed Pricing** in its submitted proposal. Pricing submitted in alternative formats will not be reviewed or considered.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted non-recurring charges (NRC) and monthly recurring charges (MRC) rate in each pricing cell of the matrix.
 - e. A single provider is desired for all sites. If subcontracts are utilized, IDEA Greater Cincinnati, Inc. requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.
 - f. All costs, including taxes and federal fees, required to deliver the proposed solution must be included in the bid. If there are charges for static IP addresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not IDEA.
 - g. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
 - h. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.
 - i. All contracts should include a provision allowing for early termination of circuits without penalty if a location is closed by IDEA.
 - i. Disconnect or downgrade fees must be included in the proposal.
 - j. All solutions must adhere to the Service Level Agreement (SLA) terms in *Section 4*.

- k. All solutions must terminate service or infrastructure at the demarcation point within the building, generally, the Main Distribution Frame (MDF). Solutions that only bring service to the property line but not to the demarcation point will be disqualified. The agreement must terminate service at an MDF designated by IDEA. The Offeror should specify the exact demarcation setup included in the base fees, such as wall-mounted CPE and CAT6a handoff, rack mount patch panel, etc.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 25 ms round trip network latency commitment between regional sites (< 750 miles apart)
 - d. 60 ms round trip network latency commitment between national sites (> 750 miles apart)
 - e. 10ms network jitter commitment
 - f. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
 - g. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. **Network operations center:** Solution will provide customer support functions including problem tracking via a ticket portal, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.
3. **Trouble reporting and response:** Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

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

4. **Escalation:** In the event that service has not been restored within 2 hours, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for

verbal closure of the incident.

6. **Trouble reporting, escalation, and resolution:** A detailed trouble reporting, escalation and resolution plan will be provided to IDEA.
7. **Measurement:** Time starts from the time the Customer contacts vendor and identifies the problem.
8. **Reports:** Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. **Link performance per segment:** The service will maintain the proposed link performance throughout the term of the contract.
10. **Historical uptime:** Provide aggregate uptime statistics for your proposed service in the geographic area encompassing IDEA.

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 (P.O.) 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 P.O. 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:** Bids should include one-year contract pricing, with options for **three (3) additional one-year voluntary extensions**. No price increases will be allowed for the quoted term.
 - a. Proposals must include all costs associated with providing service, including but not limited to:
 - i. Monthly recurring charges (MRC) include any recurring charge related to delivering the services, such as monthly charges for Transport service, basic terminating equipment, etc.
 - ii. Non-recurring charges (NRC) include any one-time fee other than special construction charges. This includes but is not limited to installation charges, connection charges, and/or basic terminating equipment charges.

- iii. **Special Construction Charges (SPC):** one-time costs for deploying new fiber or upgrading network facilities for eligible entities. These charges are non-recurring and include the following components: construction of network facilities, design and engineering, and project management.
 - iv. Failure to identify the monthly recurring, non-recurring, and special construction charges will result in the disqualification of the proposal. Respondents are encouraged to provide the estimated taxes and surcharges associated with the service. Submissions indicating that there may be additional MRC, NRC, or SPC related to delivering the services WILL be disqualified.
- b) **Network Design & Resiliency:** Bidders must submit designs that illustrate network routes, provide reasoning for route selection, and demonstrate how the network will remain operational in the event of a fiber cut or site failure.
 - c) **Service Specifications:** Bidders must ensure dedicated **1 Gbps** bandwidth with scalability to **2 Gbps** between designated locations. They should offer **contract options for 12-month terms**, with clear pricing structures. The solution must include:
 - a. **Full SLA adherence** with 99.99% uptime, low latency, packet loss, and jitter commitments.
 - b. **24/7/365 customer support** with escalation and incident tracking capabilities.
 - d) **Service Level Agreement (SLA):** Bidders must commit to strict SLA terms including guaranteed response and restoration times in the event of service outages, with credits provided based on the length of service disruption.
 - e) **Scalability & Flexibility:** Proposals must allow for bandwidth upgrades mid-contract without resetting contract terms. Bidders must also account for site additions or deletions through contract amendments.

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 the selected Vendor(s). **The initial term is expected to begin on or about July 1, 2026, for a period of one (1) year. IDEA may choose to renew this contract for up to an additional three (3) 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.

- Services are needed effective July 1, 2026. If the service cannot be guaranteed by this date, this should be indicated in the proposal, along with an estimated timeline for when the service will be available.

Offers of month-to-month or contracted services will be considered. Service providers submitting proposals for contracted service are requested to provide 12-month pricing. Unless otherwise stated, the customer can voluntarily extend the agreement for three (3) additional twelve (12) month terms.

All contracts should permit bandwidth increases during the term. Any such increases, including those during optional renewal periods, will be treated as modifications to the existing agreement rather than new agreements and, therefore, will NOT extend the contract's term.

All contracts should include a provision allowing for early termination of circuits without penalty if a location is closed by the Applicant.

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

Insurance Requirements:

No Insurance Requirements as to IDEA. Vendor / Contractor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor / Contractor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this RFP or subsequent agreement. For claims related to this RFP or subsequent Agreement, Vendor / Contractor's insurance coverage shall be primary and non-contributory with other coverage by the IDEA. The insurance company ensuring the vendor shall be acceptable to IDEA. IDEA reserves the right to require additional insurance should IDEA deem additional insurance necessary, in IDEA's sole discretion. Proof of insurance coverage must be submitted with the proposal; however, proof of inclusion of IDEA as an additional insured is not required unless selected for an Agreement.

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 Ohio Workers’ Compensation Act.

Each insurance policy to be furnished by the successful Vendor shall include “IDEA Greater Cincinnati, Inc.” 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 be 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.

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

Description of Proposal

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

Site names and addresses

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

Reselling and Subcontracting

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

Timeline

- a. For each response, respondents must include a timeline for bringing all sites online.
- b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.
- c. For solutions requiring construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.
- d. New service must be installed, and service started by **July 1, 2026**. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by **July 1, 2026**.

Demarcation

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

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

Network Diagram

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

Construction

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

Bulk Upload Spread

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

Contract

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

- **Note 1: Complete and include the checklist in “Appendix C – RFP Completion Checklist”.**
- **Note 2: Complete and include WAN Pricing Worksheet Ohio found in “Attachment O”.**

A. E-Rate Program Integrity Assurance (PIA) Review

- If their solution is chosen, respondents are required to promptly provide IDEA with any information being requested as part of PIA review.
- Vendors may assist IDEA with preparing funding requests or responding to PIA questions.
- 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.
- Vendors may assist IDEA in responding to PIA requests after the FCC Form 471 application has been submitted. We recommend not having a vendor communicate directly with PIA review, unless preauthorized by IDEA.
- All responses must agree, in writing, to this section in the “Appendix C – RFP Completion Checklist”. Failure to answer is grounds for disqualification.**

B. Required Notice to Proceed and Funding Availability

- Bidder 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.
- 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.
- E-Rate funding notification alone will not signify Notice to Proceed. IDEA will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

C. Additional Required Forms

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

D. Additional Documentation (Optional)

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

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.

- Cover Page** - Complete and insert **Attachment A**
- 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.
- Summary of Experience & Qualifications** - Respondent shall describe its experiences as it relates to the requirements of this RFP. 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 Ohio.
- Response to Evaluation Criteria** - Provide a detailed response to each Evaluation Criteria listed in this solicitation.
- 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 O** 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 Drug-Free Workplace

Attachment E – Non-Collusion Statement

Attachment F – IDEA Conflict of Interest Form

Attachment G – Equal Opportunity and Nondiscrimination

Attachment H – Certification Regarding Lobbying

Attachment I – Debarment or Suspension Certificate

Attachment J – Felony Conviction Disclosure Statement

Attachment K – Contract Provisions for Contracts Involving Federal Funds

Attachment L – Criminal History Review of Vendor/Contractor Employees

Attachment M – Reference Sheet

Attachment N – Litigation, Terminations, Claims

Attachment O – Proposed Pricing

Attachment P – IRS Form W-9

Attachment Q – Deviation and Exceptions

7. **Appendix A – Sites**

8. **Appendix B – Vendor E-Rate Service Provider Number Requirement**

9. **Appendix C – RFP Completion 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. 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:

Evaluation Criteria	Weight (Points)	Description
Cost of E-Rate eligible Products and/or services	26	Vendor's proposed price of E-Rate <u>eligible</u> products and/or services.
Technical & Functional Suitability	20	The extent to which the proposed goods or services meet the district's needs. This includes, but is not limited to technical specifications, functional requirements, and service expectations as outlined in the RFP.
Reputation & Reliability	19	Vendor's demonstrated reliability and reputation as evidenced by past performance, industry references, third-party evaluations, overall standing in the marketplace, and previous working relationship with the district
Total Cost of Ownership	10	Total long-term cost to acquire the vendor's goods and/or services. This includes the total <u>ineligible</u> cost to the district for acquiring and maintaining the proposed goods and/or services throughout the full duration of the agreement.
Quality of Proposed Goods and/or Services	10	The quality of the proposed goods and/or services based on the RFP requirements.
Terms & Conditions	10	Offeror's proposed contract terms and conditions.
Completeness of Proposal	5	Evaluators will ensure that all required elements of the proposal have been included and meet the specified submission guidelines.
Total Possible Score	100	

Explanation of Evaluation Criteria:

Eligible Costs (26 Points): Vendor's proposed pricing for all E-Rate eligible products and/or services from **Attachment O – Proposed Pricing**. Evaluators will assess competitiveness, reasonableness, and alignment with project requirements. Proposals that clearly separate eligible and ineligible costs and demonstrate cost efficiency will receive higher scores.

Technical & Functional Suitability (20 Points): Evaluators will assess how well the proposed goods and/or services meet the district's needs. This includes, but is not limited to technical specifications, functional

requirements, and service expectations as outlined in the RFP. Emphasis will be placed on the solution's ability to fulfill core needs, offer value-added features, and integrate effectively within the district's existing infrastructure or operations.

Reputation & Reliability (19 Points): Evaluators will consider the vendor's demonstrated reliability and reputation based on the RFP response. This may include, but is not limited to, third-party industry benchmarks, independent analyst reports, documented past performance, and overall professional standing in the marketplace. The evaluation will also reflect the vendor's proven track record in delivering high-quality goods and/or services relevant to the scope of this RFP, as demonstrated through past performance and relevant experience.

Total Cost of Ownership (10 Points): Total long-term cost to acquire the vendor's goods and/or services. Evaluators will assess the total ineligible cost to the district over the full term of the agreement, including but not limited to all applicable fees such as implementation, licensing, support, maintenance, and renewal costs. Vendors must provide a complete and transparent cost breakdown of eligible versus ineligible costs in their RFP responses. Proposals with incomplete, unclear, or inconsistent pricing may receive reduced scores, as evaluators must be able to accurately determine the full financial impact to the district.

Quality of Proposed Goods and/or Services (10 Points): Evaluators will assess the overall quality, functionality, and suitability of the proposed goods and/or services in relation to the district's specified needs as outlined in the RFP.

Terms & Conditions (10 Points): Vendor's proposed contract terms and conditions. When evaluating the vendor's proposed contract terms and conditions, several key criteria will be considered: the initial commencement date and renewal options, service availability, bandwidth increase terms, early termination clause, and price stability. Each of these elements is essential in assessing the overall suitability of the vendor's proposal. A well-structured contract that effectively addresses these criteria can offer the necessary stability and flexibility while ensuring service continuity. **The offeror agrees to IDEA's General & Supplemental Terms and Conditions and provides, in writing, any exceptions to any of the terms.**

Completeness of Proposal (5 Points): Proposals will be evaluated on the inclusion of all required elements in accordance with the submission guidelines. This criterion assesses whether the offeror has followed all instructions, provided full and responsive answers to every section of the RFP, and demonstrated the ability to meet all stated requirements.

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 Ohio Revised 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:

Conflict of Interest: In accordance with Chapter 102 and Section 2921.42 of the Ohio Revised Code, Vendor/Contractor must file on an annual basis, a Conflict of Interest Questionnaire with IDEA. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under all applicable laws including federal and state 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 Ohio, and to the extent applicable, in good standing under the laws of Ohio and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Ohio with the Ohio Secretary of State and understands that remaining in good standing with Ohio 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 immediate family member or business associate of an IDEA employee, officer or director under Ohio law), unless there is an express written statutory exception for same. 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, MEMBERS, OFFICERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

Inspection: Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services.

IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

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

Law of State to Govern: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Ohio and agree that any court of competent jurisdiction sitting in Hamilton County, Ohio, 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 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 OHIO.

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 Ohio sitting in Harrison County, Ohio.

Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Ohio General Assembly and/or the continued operation of IDEA as a public community school pursuant to Ohio Revised Code Chapter 3314 and pursuant to the School's charter contract. This Agreement is further conditioned on continued allocation of funds by the School's Board of Directors (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the charter is suspended or terminated by the sponsor, then the School will issue written notice to Contractor and the School 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 Greater Cincinnati, Inc., 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 appropriate state 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.

Ohio Public Records and Open Meetings Laws: Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Ohio Public Records and Open Meetings law ("Sunshine Law"). Under the Sunshine Law, 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.

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 **Funding Type on page 5** 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: The vendor acknowledges that 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 agrees that it will not, at any time during or after the 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 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 **Funding Type on page 4**, 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 K** 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 Ohio Revised Code § 3319.321 and the Family Educational Rights and Privacy Act 20 U.S.C. 1232g by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected and not subject to re-disclosure. 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. Upon termination of this Agreement, all personally identifiable information shall be immediately returned to IDEA.
- 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 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.

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 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 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 is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor 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 will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor 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 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 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 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 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 will not use any Student Data to advertise or market to students or their parents.
- g) **Modification of Terms of Service:** Vendor 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 the Vendor will be made available to IDEA upon request by IDEA. Vendor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor 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 has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor 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 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 will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor 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 agrees to share its incident response plan upon request.

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

PART VII – REQUIRED ATTACHMENTS

Attachment A – Title Page



A Proposal Submitted in Response to

IDEA's Request for Proposals

**RFP #10-EC1-0126 E-Rate CAT1 Ohio for Wide Area Network and Transport Services
Form 470# #260000070**

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 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

Evidence of insurance with the minimum coverage specified below is required upon proposal submission.

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: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> 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: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> 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.

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 statute in the workplace.
- Notifying IDEA within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

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.

Attachment F – IDEA Conflict of Interest Form

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

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

Legal Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment G – 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.
- Ohio Revised Code Chapter 4112, which prohibits discrimination in employment based on race, color, religion, sex, national origin, familial status, ancestry, disability, or military status.
- .
- 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 H – Certification Regarding Lobbying

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

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment I – Debarment or Suspension Certificate

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

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

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

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment J – Felony Conviction Disclosure Statement

IDEA Greater Cincinnati, Inc. (“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 – 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.

Attachment K – Contract Provisions for Contracts Involving Federal Funds (cont'd)

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).

Attachment K – Contract Provisions for Contracts Involving Federal Funds (cont'd)

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 L – Criminal History Review of Vendor/Contractor Employees

Ohio Revised Code Section 3314.41 requires entities that contract with community schools to provide essential school services to obtain criminal records history and fingerprinting records for all employees who, during any period of time of employment, the person will have routine interaction with a child or regular responsibility for the care, custody, or control of a child. The Vendor shall report any employee whose criminal records check identifies a disqualifying offense per R.C. 3319.39.

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 providing essential school services 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 begin to provide essential school services. 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 providing essential school services. If this box is checked, I further certify that:

1. If Vendor/Contractor receives information that the employee subsequently has a reported criminal history, Vendor/Contractor will immediately remove the 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 employees providing essential school services.
3. If the School objects to the assignment of an employee on the basis of the employee's criminal history record information, Vendor/Contractor agrees to immediately discontinue using that employee to provide services to the School.
4. All employees providing essential school services 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 M – Reference Sheet

Please list a **minimum of three (3) verifiable references** of clients/organizations (governments, charter schools, or ISDs) that have used your services. The use of IDEA Greater Cincinnati, Inc. or its affiliates as a reference is not permitted. Preferably the Respondent shall list references for any projects completed in the past **five (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 Ohio clients/organizations are preferred:

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

Attachment N – Litigation, Terminations, Claims

Respondent shall list any project completed in the past **five (5)** 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 O – Proposed Pricing

Respondent must provide pricing/price schedule utilizing *Attachment O: Proposed Pricing – E-Rate CAT1 Ohio for Wide Area Network and Transport Services – Form 470 #260000070* in its submitted Proposal. Please indicate “No Bid” on items you wish not to bid on. Please refer to the *Price Sheet Response Instructions* within the Excel file. **Pricing must be submitted utilizing IDEA’s Attachment O. Pricing submitted in an alternative format will not be reviewed or considered.**

- **Attachment O: Proposed Pricing – E-Rate CAT1 Ohio for Wide Area Network and Transport Services – Form 470 #260000070** is available for download at <https://ideapublicschools.org/regions/greater-cincinnati/>.

Attachment O: Proposed Pricing - E-Rate CAT1 Ohio for Wide Area Network and Transport Services - Form 470 #260000070													
Applicant (BEN): <u>IDEA Greater Cincinnati (17027822)</u> FCC Form 470 #: <u>260000070</u> Offeror: _____ Offeror Contact: _____ Offeror Email: _____				Price Sheet Response Instructions: 1. Sheet <u>must</u> be completed by vendor and submitted with offer. <i>Pricing submitted in alternative formats will not be considered/reviewed.</i> 2. Offerors are only responsible for completing the information in the yellow columns of the table below. 3. The Filing Entity understands Offerors may structure their service levels differently. Should an Offeror not be able to provide a listed required level of service, the Offeror should enter their closest comparable level of service in the Bandwidth Offered column. 4. 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. 5. Questions toward the bottom of the sheet must be answered.									
All quoted fees must be for the total cost to light both endpoints of the connection (both A and Z).													
Location A (NOC) Name	Location A (NOC) Address	Location Z Name	Location Z Address	Initial Term (Months)	Bandwidth k (Gbps)	Bandwidth k Offered (Mbps)	Bandwidth k MRC	Total MRC	Standard Installation NRC	Special Construction NRC	Total NRC	Total Initial Contract Cost	Notes
Example School A	123 School St, ABCville, VA 01234	Example School B	456 Main St, ABCville, VA 01234	36	1	1	\$ 400.00	\$ 400.00	\$ 100.00	\$ 1500.00	\$ 1800.00	\$16,000.00	Equipment included with service fee
Example School A	123 School St, ABCville, VA 01234	Example School C	789 Library St, ABCville, VA 01234	36	2	2	\$ 600.00	\$ 600.00	\$ 100.00	\$ -	\$ 100.00	\$21,700.00	Service level not available, see alternative
1Gbps Solution - 12, 24, 36 months													
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	12	1		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			12	1		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Valley View	1011 Glendale Millford Road, Cincinnati, OH 45215	12	1		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			12	1		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	24	1		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			24	1		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Valley View	1011 Glendale Millford Road, Cincinnati, OH 45215	24	1		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			24	1		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721			36	1		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536	IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	36	1		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Valley View	1011 Glendale Millford Road, Cincinnati, OH 45215	36	1		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			36	1		\$ -				\$ -	\$ -	
2Gbps Solution - 12, 24, 36 months													
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	12	2		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			12	2		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Valley View	1011 Glendale Millford Road, Cincinnati, OH 45215	12	2		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			12	2		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	24	2		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			24	2		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Valley View	1011 Glendale Millford Road, Cincinnati, OH 45215	24	2		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			24	2		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	36	2		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			36	2		\$ -				\$ -	\$ -	
IDEA Health Professions	5816 Wilcox Road, Austin, TX 78721	IDEA Valley View	1011 Glendale Millford Road, Cincinnati, OH 45215	36	2		\$ -				\$ -	\$ -	
IDEA Headquarters	2115 W Pike Blvd, Westlaco, TX 78536			36	2		\$ -				\$ -	\$ -	
Provide the manufacturer make, model and E-Rate eligibility of any vendor provided equip: _____ Do USF fees apply to any of these services? _____ Do any additional service provider fees/surcharges apply to any of these services? _____													

Attachment P – 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____																																																																																
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																																
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																																															
	6 City, state, and ZIP code																																																																																
	7 List account number(s) here (optional)																																																																																
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr><tr><td colspan="4"></td><td style="text-align: center;">-</td><td colspan="3"></td><td style="text-align: center;">-</td><td colspan="3"></td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr><tr><td colspan="4"></td><td style="text-align: center;">-</td><td colspan="7"></td></tr></table>			Social security number																										-				-				or											Employer identification number																										-							
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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-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. <i>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.</i>																																																																																	

Attachment Q – 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.

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Appendix A: Sites

Campus Name	Address	City	State	Zip Code	Latitude	Longitude
IDEA Price Hill	2700 Glenway Ave	Cincinnati	OH	45204	39.11271	-84.55502
IDEA Valley View	1011 Glendale Milford Road	Cincinnati	OH	45215	39.25578	-84.45647

Signature of Authorized Representative

Date

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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/>

Signature of Authorized Representative

Date

Appendix C: RFP Completion Checklist

The documents and information below are required for proposal submission to be considered complete. Failure to submit the required documents and information may result in a proposal being deemed nonresponsive.

- ☐ Proof of valid Service Provider Identification Number (SPIN)
- ☐ Executive Summary
- ☐ Summary of Experience & Qualifications
- ☐ 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 – Equal Opportunity and Nondiscrimination
- ☐ Attachment H – Certification Regarding Lobbying
- ☐ Attachment I – Debarment or Suspension Certificate
- ☐ Attachment J – Felony Conviction Disclosure Statement
- ☐ Attachment K – Contract Provisions for contracts Involving Federal Funds
- ☐ Attachment L – Criminal History Review of Vendor/Contractor Employees
- ☐ Attachment M – Reference Sheet
- ☐ Attachment N – Litigation, Terminations, Claims
- ☐ Attachment O – Proposed Pricing (all tabs completed following *Price Sheet Response Instructions*)
- ☐ Attachment P – IRS Form W-9
- ☐ Attachment Q – Deviation and Exceptions
- ☐ Appendix A – Sites
- ☐ Appendix B – Vendor E-Rate Service Provider Number Requirement
- ☐ Appendix C – RFP Completion Checklist
- ☐ Description of Proposal
- ☐ Timeline for bringing all sites online
- ☐ Network diagram displaying the paths to be used to serve each endpoint
- ☐ Network Coverage Map
- ☐ Prepared draft service contract ready for signing included in proposal
- ☐ Respondent has read, understands, and agrees to RFP requirements to include but not limited to the scope of work, vendor requirements, contract requirements, pricing requirements, timeline requirements, network design, and construction requirements as outlined within this RFP.
- ☐ Respondent agrees with the E-Rate Program Integrity Assurance (PIA) Review in *Section A* on page 15 of the RFP.
- ☐ **By selecting this checkbox, the vendor acknowledges and agrees to the terms and conditions outlined in this solicitation document.**

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

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

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/regions/greater-cincinnati/> under "Formal Solicitations". All Respondents shall comply with the requirements specified in any addendum.

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END OF IDEA GREATER CINCINNATI, INC. RFP