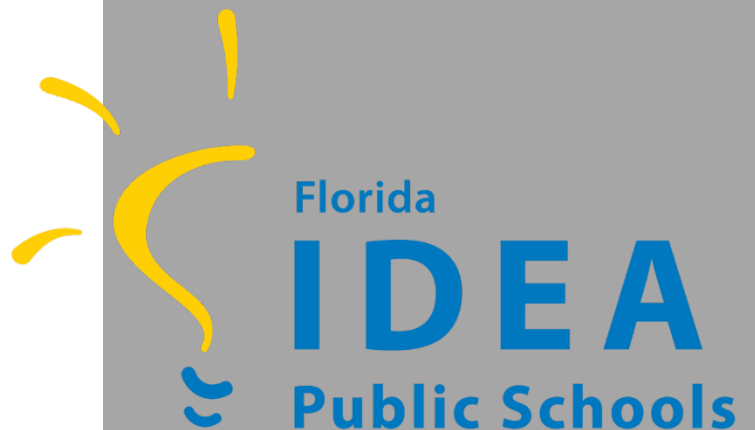


FLORIDA

Request for Proposal (RFP)
RFP #3-CAT1WAN-0127 Florida
E-Rate CAT 1 WAN Services –
Form 470# 270000091



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

Contents

PART I – CURRENT CONDITIONS/BACKGROUND	4
PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL	6
PART III – PROPOSAL SUBMISSION & REQUIREMENTS	13
PART IV – EVALUATION CRITERIA	15
PART V – GENERAL TERMS AND CONDITIONS.....	17
PART VI - Supplemental Terms and Conditions.....	20
PART VII – REQUIRED ATTACHMENTS	22
Attachment A – Title Page.....	22
Attachment B – Vendor Solicitation Non-Collusion Certification and Signature Page.....	23
Attachment C – Proof of Insurance and/or Bonding	24
Attachment D – IDEA Florida Inc. Conflict of Interest Form	25
Attachment E – Certification Regarding Drug-Free Workplace	26
Attachment F – Contract Provisions for Contracts Involving Federal Funds.....	27
Attachment G – Criminal History Review of Vendor/Contractor Employees	29
Attachment H – Reference Sheet	30
Attachment I – Litigation, Terminations, Claims.....	31
Attachment J – Proposed Pricing	32
Attachment K – Deviations and Exceptions.....	33
Part IX: APPENDICES.....	34
Appendix A: Sites	35
Appendix B: RFP Completion Checklist	36
Part X: ADDENDA OR ERRATA	37

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”), 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, August 26, 2026
Second Advertisement Date:	Wednesday, September 2, 2026
Pre-Proposal Meeting:	Wednesday, September 16, 2026 @ 10:30 AM CST
Respondent Question Cut-Off Date:	Wednesday, September 30, 2026, NO Later than 12:00 PM CST
Questions Response from IDEA:	Wednesday, October 7, 2026, NO Later than 12:00 PM CST
<u>Proposals Due by Date & Time:</u>	<u>Wednesday, November 04, 2026, NO Later than 2:00 PM CST</u>
Anticipated Evaluation Period:	November 5, 2026 – November 19, 2026
Anticipated Board Meeting & Approval:	January 30, 2027
Initial Proposed Contract Term:	July 1, 2027 - June 30, 2030

Pre-Proposal Conference

A virtual pre-proposal meeting will be held at 10:30 AM CST via TEAMS video conference on **Wednesday, September 16, 2026**. Questions for this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than 12:00 PM CST on Wednesday, September 30, 2026. Respondents are responsible for reviewing questions and answers prior to submitting a proposal. Oral communication regarding this RFP shall not be binding and shall in no way excuse a Respondent from 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:

<https://teams.microsoft.com/meet/226991777257726?p=64T88VM605TBUKowGq>

Meeting ID: 226 991 777 257 726

Passcode: fn7X8o3G

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

IDEA Florida, Inc. In C/O IDEA Public Schools
RFP #3-CAT1WAN-0127 Florida
E-Rate CAT 1 WAN Services –
Form 470# 270000091
Attn: Procurement Department
2115 West Pike Blvd, Weslaco, TX 78596

Proposals must be in a sealed envelope marked with the RFP Number and Title (RFP #3-CAT1WAN-0127 Florida: CAT1 WAN Services) and include:

One (1) clearly identified **hard copy ORIGINAL** of the Proposal response.

One (1) copy of the Proposal on a **FLASH DRIVE**, marked with the Respondent's name.

Proposals must be submitted by Wednesday, November 04, 2026 no later than 2:00 PM CST

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).

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 Florida. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which will 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 Florida, Inc. ("IDEA") is a Florida nonprofit corporation and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 1002 of the Florida School Code and its Contract for Charter with Florida District School Boards, IDEA is a public charter school holder. IDEA prepares Florida students from underserved communities for success in college and life. IDEA is a growing network of high-performing charter schools serving students located throughout Florida in the Hillsborough, Duval and Polk County regions.

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 Florida-based charter school and campuses.

Project Background:

IDEA Florida, 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.

Network Expansion and Future Needs: With the continued expansion of IDEA Florida, Inc. and increasing reliance on bandwidth-intensive technologies such as video conferencing, cloud-based applications, and virtual learning, IDEA requires a WAN solution that meets the current **1 Gbps** demand.

To support its growing infrastructure, IDEA Public Schools 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 Florida, Inc. while ensuring continuity and reliability. Bidders are expected to propose innovative and resilient solutions that deliver high performance at a competitive cost, adhering to E-Rate guidelines.

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

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

FACTORS FOR DISQUALIFICATION

Proposals will be disqualified for the following reasons:

- Unauthorized Service Provider contact with Applicant.
- Proposal submitted after the posted due date.
- Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- Offeror does not provide cost(s) for installation services where they are identified as "must" in this RFP document. If a vendor does not have installation as part of their offering, they must indicate what third-party sources can provide the required/requested installation.
- Offeror did not demonstrate that they have a valid Service Provider Identification Number (SPIN) at the time of proposal submission.
- Offeror fails to provide pricing for all required locations identified in this RFP. Proposals omitting pricing for one or more required locations will be deemed as non-responsive and will not be considered.

PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Proposal Specifications: The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in this solicitation to review Proposals and may make multiple awards if deemed in the best interest of IDEA, at its sole discretion. The anticipated spending and total contract value will depend on the scope of services and needs identified during the evaluation process and may vary based on the number of awards issued.

Section 1: Overview

IDEA Florida, Inc. is seeking **leased lit Wide Area Network (WAN) services** or equivalent to connect multiple locations within IPS Florida as they can connect intrastate to Texas hubs. The services must be designed to be resilient and scalable, providing **1 Gbps dedicated, and symmetrical transport bandwidth**. The WAN must connect two HUB locations, (1) **IDEA Health Professions in Austin, Texas**, and (2) **IDEA Headquarters in Weslaco, Texas** to all satellite (Z) locations specified in RFP's *Appendix B*.

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

Services are necessary to be effective starting on **July 1, 2027**, which represents the expiration of the current WAN service.

- Pricing is requested for **1 Gbps** for each location.
- 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

- Applicant is seeking bids for a fully managed WAN solution. WAN connections are point-to-point connections that connect individual instructional / non-instructional facilities in the same school district. See Section 3 for solution requirements.
- **Network Design and Construction Routes**
 - 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.
 - Due to current and anticipated future bandwidth requirements, respondents are encouraged to propose solutions that provide dedicated infrastructure or dedicated capacity for IDEA. Proposals should prioritize designs that minimize shared network components and provide a direct, secure, and reliable connection between sites. Where dedicated infrastructure is not feasible, respondents should clearly identify any shared infrastructure components and describe how the proposed solution will meet IDEA's performance, reliability, and scalability requirements.
 - 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).
 - Design must provide resiliency to ensure a single cut or site failure will not affect the rest of the WAN connections.
 - 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.

- A plan for regularly scheduled progress updates during the construction period must be addressed in the bid.
- **Special Construction**
 - 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.
 - Respondents shall clearly identify all proposed special construction costs separately from recurring service costs. Proposals shall include a detailed breakdown of special construction costs, including engineering, permitting, materials, labor, installation, restoration, and any other applicable non-recurring charges.
 - Respondents shall identify any existing infrastructure that will be utilized as part of the proposed solution and clearly distinguish between existing facilities and newly constructed facilities.
 - Respondents shall provide information regarding ownership of any constructed facilities, including whether IDEA, the service provider, or another entity will own the constructed facilities after completion.
 - While special construction is a one-time cost, bidders must be willing to amortize special construction costs over the life of the contract if requested by IDEA.
 - Respondents shall identify whether the proposed solution qualifies for the E-Rate Special Construction Three-Year Payment Plan and provide any required payment terms.
 - Respondents shall identify any available state or federal matching opportunities, including the E-Rate Special Construction Match provision, if applicable.

Section 3: Solution Specifications

Wide Area Network

- a) Bidder must have dedicated, symmetrical transport bandwidth of **1 Gbps** between the designated endpoints.
- b) Contract options are requested for **36-month** terms of service.
- c) Each respondent is required to complete and submit **Attachment J – Proposed Pricing** upon initial submission.
 - Respondents are required to submit pricing utilizing IDEA’s **Attachment J – Proposed Pricing** in its submitted proposal. Pricing submitted in alternative formats will not be reviewed or considered.
 - Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 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.
- d) **A single provider is desired for all sites.** If subcontracts are utilized, IDEA Florida, Inc. requires a single point of contact from the awarded vendor. If the proposed solution relies on any third-party provider, carrier, subcontractor, or infrastructure owner, respondents must disclose all such parties within their proposal and provide a detailed description of their role, ownership of the infrastructure, and any services or facilities they will contribute to the proposed solution. Failure to disclose third-party involvement will result in disqualification of the proposal.
- e) 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.
- f) Respondents shall include all network electronics, equipment, hardware, software, and related components necessary to provide a fully functional WAN solution as proposed. This includes, but is not limited to, any equipment required for service delivery, termination, transport, handoff, monitoring, or management of the proposed solution. All required equipment shall be identified in

the proposal, including manufacturer, model, quantity, location, ownership, and whether the equipment is included as part of the recurring service charges, non-recurring charges, or special construction costs. IDEA shall not be responsible for additional costs associated with equipment or components required to make the proposed solution operational if such requirements were not disclosed in the original proposal.

- g) Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.
- h) All contracts should include a provision allowing for early termination of circuits without penalty if a location is closed by IDEA.
 - a) Disconnect or downgrade fees must be included in the proposal.
 - b) All solutions must adhere to the Service Level Agreement (SLA) terms in *Section 4*.
 - c) 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.

Special Construction

- Respondents shall clearly identify all special construction requirements necessary to deliver the proposed solution, including but not limited to:
 - New fiber facilities;
 - New conduit or pathway construction;
 - Underground or aerial construction;
 - Building entrance facilities;
 - Make-ready work; and
 - Other non-recurring construction activities.
- Respondents shall provide detailed information regarding proposed construction routes and demonstrate consideration of alternate routes where applicable.
- Respondents shall identify any required permits, easements, rights-of-way, utility coordination, or third-party approvals necessary to complete construction.
- Respondents shall identify ownership of any newly constructed facilities and describe IDEA's rights to use such facilities during the contract term and any applicable renewal periods.
- Respondents shall provide a proposed construction timeline and a plan for regularly scheduled progress updates during implementation.
- Respondents must include all construction-related costs, including special construction costs, in their proposal. Costs added after proposal submission will be the responsibility of the respondent and not IDEA.

Resiliency and Route Diversity Requirements

- The proposed solution must be designed to provide a high level of service resiliency to minimize the impact of a single point of failure, where technically feasible.
- Respondents shall describe the resiliency features of the proposed solution, including any redundancy, alternate service paths, failover capabilities, or other measures implemented to maintain service continuity in the event of a network, facility, equipment, or infrastructure failure.
- Respondents shall identify any locations where enhanced resiliency or diverse service delivery methods are available and explain how service continuity will be maintained during outages or failures.
- If the proposed solution does not provide full resiliency for any location, respondents must identify those locations, explain the limitations, and describe any available optional enhancements or alternatives that would improve service availability.

Demarcation and Installation Requirements

- 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 do not extend to the building demarcation point will be disqualified.
- The Offeror shall specify the exact demarcation setup included in the base fees, such as wall-mounted CPE and CAT6A handoff, rack-mounted patch panel, or other termination method.

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 commits 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 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 47 C.F.R § 54.511(b) 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 three-year contract pricing. No price increases will be allowed for the quoted term.
 - 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.
 - v. Respondents shall clearly identify all costs associated with the proposed solution that are not eligible for E-Rate discounts. Any ineligible products, services, software, licensing, installation, maintenance, taxes, fees, surcharges, or other charges shall be separately identified and itemized in the proposal. Failure to clearly identify E-Rate ineligible costs may result in the Applicant treating such costs as 100% ineligible for evaluation and funding purposes.
- 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 between designated locations. They should offer **contract options for 36-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) **Site Changes:** Bidders must account for site additions or deletions through contract amendments and provide associated pricing or processes for such modifications.

Performance Requirements:

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

Contract Term:

The agreement(s) resulting from this RFP will begin on or about **July 1, 2027**, with services expected to be effective as of that date. The initial contract term will be **three (3) years**, for a **maximum total term of three (3) years**. There are no renewal or extension options associated with this contract.

IDEA reserves the right to amend or terminate the agreement in accordance with the terms and conditions of the contract. Written notice of termination or amendment, if applicable, will be provided in accordance with the contract requirements. If the vendor is unable to renew the contract, written notice must be provided to IDEA in accordance with the instructions included in the renewal notice.

IMPORTANT: Any proposal requiring a contractual term longer than three (3) years will be deemed non-responsive and disqualified.

Price Stability: No price increases will be permitted at any point during the three (3) year contract term.

If a vendor cannot meet the expected service start date of **July 1, 2027**, this must be clearly noted in the proposal along with an estimated delivery and implementation timeline.

Insurance Requirements:

The Vendor insurance coverages specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor/Contractor. The Vendor/Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.

- i) Contractor Insurance Requirements: Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Contractor shall advise the Risk Management Department in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

- ii) 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.
- iii) Professional Liability: If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name IDEA FL as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Automobile Insurance: Contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Contractor's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name IDEA FL as an Additional Insured and include a Waiver of Subrogation Clause.

- v) 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.
- vi) Workers' Compensation: Vendor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Florida Workers' Compensation Act.

Each insurance policy to be furnished by the successful Vendor shall include "IDEA Florida, 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 have been submitted on time** and **must materially satisfy all mandatory requirements** identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.

IDEA Florida, 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:

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 will result in disqualification.

1. **Cover Page**
Complete and insert **Attachment A**
2. **Section I – Executive Summary**
Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor's experience as it relates to the specifications of the RFP.
3. **Section II – 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 Florida.
4. **Section III - Response to Evaluation Criteria**
Provide a detailed response to each Evaluation Criteria listed in this solicitation.

5. **Cost Summary**

Ancillary to the Proposal, the Respondent shall provide information on any costs that IDEA may incur. 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 J** 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/Contractor Certification & Non-Collusion Statement

Attachment C – Insurance or Bonding Requirements

Attachment D – IDEA Conflict of Interest Form

Attachment E – Certification Regarding Drug-Free Workplace

Attachment F – Contract Provisions for Contracts Involving Federal Funds

Attachment G – Criminal History Review of Vendor/Contractor Employees

Attachment H – Reference Sheet

Attachment I – Litigation, Terminations, Claims

Attachment J – Proposed Pricing

Attachment K – Deviations and Exceptions

Appendix A – Sites

Appendix B – RFP Completion Checklist

Additional Required Forms

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

Additional Documentation (Optional)

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

Proposal Provisions:

ADDITIONAL CONSIDERATIONS AND PROVISIONS

- IDEA is open to equivalent makes/models which are specified in the RFP. Although a specific manufacturer or solution may be included IDEA will consider any similar or equivalent solutions. However, the offeror must provide documentation that demonstrates how their solution is equivalent to what is specified. This applies to all sections of this RFP.
- IDEA reserves the right to request Best and Final Offers (BAFOs) 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. The proposal(s) will be re-scored post-BAFO response. IDEA will provide instructions and deadlines for BAFO submissions if this process is initiated. BAFOs must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.
- IDEA reserves the right to waive any irregularities or informalities in the proposals received.
- IDEA reserves the right to award all, part, or none of the services set forth in this procurement. This procurement does not obligate the Applicant until a valid agreement and/or valid Purchase Order is executed.
- The vendor submission is subject to open records requests and, as such, the records will be released in accordance with those policies. Vendors are encouraged to mark pages as “Proprietary” or “Confidential” as appropriate, but the entire submission may not be marked as such. Identifying information as “Proprietary” or “Confidential” does not guarantee that the information will not be released but will be considered in

determining whether the information is required to be released in accordance with the open records policies. Generally, pricing is not exempt from being publicly released.

- By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that would interfere with fair and open competition or create a conflict of interest.

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 whose Proposal is 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 competitive procurement. IDEA reserves the right, if determined to be in its best interest, to request clarifications, conduct interviews or presentations, engage in discussions, and, if appropriate, request Best and Final Offers (BAFO) from one or more Respondents in accordance with the terms of this Solicitation. The award will not necessarily be made to the lowest-priced Proposal but to the Respondent whose Proposal is determined to provide the best value based on the evaluation criteria established in this Solicitation.

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	30	Respondent's proposed price of E-Rate <u>eligible</u> products and/or services.
Technical & Functional Suitability	26	The extent to which the proposed goods or services meet IDEA's needs. This includes, but is not limited to technical specifications, functional requirements, and service expectations as outlined in the RFP.
Reputation & Reliability	14	Respondent'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 other K-12 public charter schools.

Total Cost of Ownership	10	Total long-term cost to acquire the Respondent's goods and/or services. This includes the total ineligible cost to IDEA for acquiring and maintaining the proposed goods and/or services throughout the full duration of the agreement.
Terms & Conditions	10	Respondent'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.
Service Response & Support Capability	5	Evaluation will be based on the Respondent's demonstrated ability to provide timely support, troubleshooting, incident management, service escalation procedures, and onsite technical assistance when required. Respondents must submit a service response plan detailing response times, escalation procedures, support resources, and expected onsite response capabilities.
Total Possible Score	100	

Explanation of Evaluation Criteria:

Cost of E-Rate Eligible Products and/or services (30 Points): Respondent's proposed pricing for all E-Rate **eligible** products and/or services from *Attachment J – 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. The following formula will be used to calculate the points: $(\text{Lowest Cost} \div \text{Cost of Proposal Being Evaluated}) \times \text{Maximum Cost Points Available}$.

Technical & Functional Suitability (26 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 IDEA's existing infrastructure or operations.

Note: Pursuant to E-Rate program rules, proposals will be accepted for the exact items specified or for functionally equivalent products from any manufacturer. Any proposed equivalent solution must be fully compatible with IDEA's existing network infrastructure and capable of being deployed *without* requiring the replacement of existing supporting hardware, software, licensing, management platforms, or other infrastructure components not included in the Respondent's proposal. Proposed solutions that would necessitate additional infrastructure upgrades, introduce separate management systems, increase administrative overhead, or result in additional costs to achieve equivalent functionality may be deemed non-responsive.

Reputation & Reliability (14 Points): Evaluators will consider the Respondent's demonstrated reliability and reputation based on the references provided within each proposal. 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 Respondent'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 as referenced in *Attachment H – Reference Sheet*.

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 from *Attachment J – Proposed Pricing*. Respondents 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. The following formula will be used to calculate the points: (Lowest Cost ÷ Cost of Proposal Being Evaluated) × Maximum Cost Points Available.

Terms & Conditions (10 Points): Respondent's proposed contract terms and conditions. When evaluating the Respondent'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 Respondent'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 on Attachment K – Deviations and Exceptions.**

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 Respondent has followed all instructions, provided full and responsive answers to every section of the RFP, and demonstrated the ability to meet all stated requirements.

Service Response & Support Capability (5 Points): Evaluation will be based on the Respondent's demonstrated ability to provide timely support, troubleshooting, and onsite technical assistance. Respondents must submit a service response plan detailing response times, escalation procedures, and support resources. Preference will be given to Respondents that can provide onsite support within **72 business hours** of notification and demonstrate the capacity to consistently meet those service levels. Evaluation will be based on the proposed response times and support capabilities, not the geographic location of the Respondent's offices or personnel.

PART V – GENERAL TERMS AND CONDITIONS

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

Compliance with Applicable Law: To the extent applicable, Vendor/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Florida Education Code, the Florida Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor/Contractor shall also fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at <https://ideapublicschools.org/states/florida/>.

Conflict of Interest: Vendor must comply and certify compliance with IDEA Florida's Conflict of Interest Policy. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

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

Confidentiality- Name or Information Use: Vendor/Contractor, and any person acting on its behalf or affiliated with the Vendor/Contractor, shall not use IDEA's name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA's sole discretion.

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

may thereafter suspend or terminate the Agreement as it deems appropriate.

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

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

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

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

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

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

General Warranty: Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and

workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

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

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

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

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

Law of State to Govern: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Florida and agree that any court of competent jurisdiction sitting in Hillsborough County, Florida, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. Both parties agree to waive all rights to a jury trial. 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 Charter Schools) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

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

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

Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Florida State Legislature and/or the Florida Department of Education pursuant to IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's Board. If the Legislature and/or the Florida Department of Education fails to appropriate or allot the necessary funds, then IDEA will issue written notice to

Vendor/Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

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

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

- a) Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor/Contractor and/or the Agreement.
- b) Includes an invoice number and date.
- c) Is addressed to IDEA Florida, 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 Florida Education Agency. The books and records related to the contract shall be maintained by Vendor/Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

Rights to Inventions Made Under a Contract or Agreement: The Vendor/Contractor acknowledges and agrees that any intellectual

property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and IDEA belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

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

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

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

Florida Public Records Act Contractor acknowledges that IDEA as a non-profit corporation operating open-enrollment charter schools is subject to requests for information under Section 119, Florida Statutes. Contractor will keep and maintain public records required to perform the services under this contract, and upon request from IDEA, provide IDEA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law. Failure to maintain or provide public records as requested shall be a material breach of this contract, and may also be a criminal act. Contractor will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to IDEA.

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 on pg. 5 – **Funding Type** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

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

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

Vendor/Contractor agrees that it will not, at any time during or after

termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order.

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

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:

Vendor/Contractor agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Florida Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor/Contractor agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this Agreement and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor/Contractor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, "personal identifying information" and "sensitive personal information" will be disposed of through secure means, such as shredding paper files and erasing electronic files.

- b) Vendor/Contractor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not "personal identifying information" or "sensitive personal information"; (iii) that is obtained by Vendor/Contractor from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or 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.

Payment and Performance Bonds: If required By the RFP terms, the Vendor/Contractor shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor/Contractor.

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

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

1. 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.
2. Collection and Use of Student Data: Vendor/Contractor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor/Contractor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor/Contractor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
3. If Vendor/Contractor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
4. Data De-Identification: Vendor/Contractor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect

personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor/Contractor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.

5. Marketing and Advertising: Vendor/Contractor will not use any Student Data to advertise or market to students or their parents.
6. Modification of Terms of Service: Vendor/Contractor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.
7. Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
8. Access and Transfer or Destruction: Any Student or Employee Data held by Vendor/Contractor will be made available to IDEA upon request by IDEA. Vendor/Contractor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor/Contractor may have transferred Student or Employee Data are destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.
9. Rights and License In and To Student or Employee Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor/Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor/Contractor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.
10. Security Controls: Vendor/Contractor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor/Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor/Contractor will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor/Contractor agrees to share its incident response plan upon request.

(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 #3-CAT1WAN-0127 Florida
E-Rate CAT 1 WAN Services
Form 470# 270000091**

Submitted By:

(Full Legal Name of Vendor/Contractor)

Vendor/Contractor d/b/a (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 Solicitation Non-Collusion Certification and Signature Page

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

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title/Role of Authorized Representative: _____

Vendor/Contractor Legal Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Web Site Address: _____

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment C – Proof of Insurance and/or Bonding

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: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles (Required for vehicles driven on school property)	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: \$500,000	Waiver of Subrogation Endorsement

Vendor General Insurance Requirements	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Personal and Advertising Injury: \$500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles (Required for vehicles driven on school property)	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: \$500,000	Waiver of Subrogation Endorsement

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

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

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

- Name and corporate structure of vendor.

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment E – Certification Regarding Drug-Free Workplace

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

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

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

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

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by IDEA must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. IDEA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. IDEA must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. IDEA must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by IDEA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act

as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. Procurement of Recovered Materials. IDEA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment G – Criminal History Review of Vendor/Contractor Employees

Jessica Lunsford Background Screening Compliance

Introduction: Florida Law, the Jessica Lunsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds.

Each vendor will be required, at its own cost, to comply with the background check screening requirements under the Florida Department of Children and Families and Florida Clearinghouse prior to providing services on-site/virtually.

Criminal History Review of Contractor Employees

Please complete the information below:

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

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

OR

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

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

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

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment H – Reference Sheet

Please list a **minimum of three (3) verifiable references** of clients/organizations (governments, charter schools, or ISDs) that have used your services. Preferably the Respondent shall list references for any projects completed in the past **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 Florida clients/organizations are preferred. Please **DO NOT** use IDEA Florida, Inc. or its affiliates as a reference.

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

Attachment I – 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 J – Proposed Pricing

Respondent must provide pricing/price schedule utilizing *Attachment J - Proposed Pricing –CATIWAN-0127_Vendor Name* in its submitted Proposal. Please indicate “No Bid” on Items you wish not to Bid on. Please refer to the *Pricing Sheet Response Instructions* within the Excel file.

Please indicate “No Bid” on Items you wish not to Bid on. Please refer to the *Pricing Sheet Response Instructions* within the Excel file. **Pricing must be submitted utilizing IDEA’s Attachment J.**

Attachment J - Proposed Pricing_RFP 3-CATIWAN-0127_Vendor Name is available for download at <https://ideapublicschools.org/states/florida/> (Under Open Solicitations)

Pricing Attachment J - Wide Area Network (WAN) Point to Point Transport Service

INSTRUCTIONS: Sheet must be completed by vendor and submitted with offer.

1. A response must be included for each row below. If a service level is not available, Offerors must enter N/A. If no charge applies, vendors must enter \$0.00.

2. Bandwidth NRC entries must be the total cost for both endpoints of the connection.

3. Initial contract term cost calculations are based on the premise all quoted NRC are applicable to all requested service levels. Should pricing of NRC be dependent on the bandwidth level, Offerors are requested to create new separate rows for the impacted service levels.

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.

Applicant (BEN): 17025873

FCC Form 470 #: 270000091

Offeror:

Offeror Contact:

Offeror Email:

Service Locations				Initial Term	Point to Point Transport NRC		Leased Router NRC	Installation and Special Construction NRC						Initial Contract Term Total Costs	Initial Contract Term E-Rate Eligible Costs	Initial Contract Term E-Rate Ineligible Costs
K Location (NOC) Name	*K* (NOC) Address	*Z* Location Name	*Z* Address	Months	1 Gbps	10 Gbps	100 Gbps	Basic Installation	E-Rate Eligible Special Construction	E-Rate Ineligible Special Construction	Total Special Construction	Applicable to All Bandwidth Levels?	If costs are conditional, explain here.	1 Gbps	10 Gbps	100 Gbps
Example School A	123 School St, ABCville, VA 01234	Example School B	456 Main St, ABCville, VA 01234	60	\$ 100.00	\$ 20.00	\$ 100.00	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	Yes	N/A	\$ 11,050.00	\$ 11,050.00	\$ -
Example School A	123 School St, ABCville, VA 01234	Example School C	789 Library St, ABCville, VA 01234	60	\$ 100.00	\$ 20.00	\$ 100.00	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	No	Cost required for 10+ Gbps	\$ 7,300.00	\$ 7,300.00	\$ -
Example School A	123 School St, ABCville, VA 01234	Example School C	789 Library St, ABCville, VA 01234	60	\$ 100.00	\$ 20.00	\$ 100.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	No	Cost required for 10+ Gbps	\$ -	\$ -	\$ -
IDEA Health Professions (HUB) & IDEA Headquarters (HUB)	5816 Wilcox Rd, Austin TX 78721 & 2115 W. Pike Blvd Waco, TX 78506	IDEA Compass	4949 Blanding Boulevard, Jacksonville FL 32210	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
		IDEA Barnett	1840 Barnett Rd, Jacksonville FL 32208	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
		IDEA River Bluff	2354 University Blvd N, Jacksonville FL 32211	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
		IDEA Hope	6050 E 10th Ave, Tampa FL 33619	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
		IDEA Victory	11612 N Wotenski Ave, Tampa FL 33612	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
		IDEA Lakeland	1775 Interstate Dr, Lakeland FL 33805	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -

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 service provider fees/surcharges apply to any of these services?

Attachment K – Deviations and Exceptions

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

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

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

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Part IX: APPENDICES

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

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

Appendix A: Sites

Site Name	Address	City	State	Zip Code	Latitude	Longitude
IDEA Compass	4949 Blanding Boulevard	Jacksonville	FL	32210	30.253014	-81.741322
IDEA Bassett	1845 Bassett Rd	Jacksonville	FL	32208	30.413117	-81.686159
IDEA Hope	5050 E 10th Ave	Tampa	FL	33619	27.963322	-82.400105
IDEA River Bluff	2354 University Blvd N	Jacksonville	FL	32211	30.346926	-81.60692
IDEA Victory	11612 N Nebraska Ave	Tampa	FL	33612	28.05341	-82.45304
IDEA Lakeland	1775 Interstate Dr	Lakeland	FL	33805	28.06681	-81.97833

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

Appendix B: RFP Completion Checklist

The documents below are **required** for proposal submission to be considered complete. Failure to submit the required documents will 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/Contractor Certification & Non-Collusion Statement
- ☐ Attachment C – Insurance or Bonding Requirements
- ☐ Attachment D – IDEA Conflict of Interest Form
- ☐ Attachment E – Certification Regarding Drug-Free Workplace
- ☐ Attachment F – Contract Provisions for Contracts Involving Federal Funds
- ☐ Attachment G – Criminal History Review of Vendor/Contractor Employees
- ☐ Attachment H – Reference Sheet
- ☐ Attachment I – Litigation, Terminations, Claims
- ☐ Attachment J – Proposed Pricing
- ☐ Attachment K – Deviations and Exceptions
- ☐ Appendix A - Sites
- ☐ Appendix B – RFP Completion Checklist
- ☐ **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

Part X: ADDENDA OR ERRATA

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addenda or errata. It is the responsibility of the Respondent, prior to submitting a Proposal, to determine whether an addenda or errata was issued by checking IDEA's website:

<https://ideapublicschools.org/states/florida/> All Respondents shall comply with the requirements specified in any addenda or errata issued by IDEA.

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

END OF IDEA FLORIDA, INC. RFP