

# TEXAS

**Request for Proposal**

**RFP # 5-FWAASTX-0127 Texas for**

**E-Rate Cat 2 Consortium**

**Form 470# 270000237**



**IDEA**  
**Public Schools**

**Procurement Department**

**2115 West Pike Blvd**

**Weslaco, TX 78596**

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

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## PART I – GENERAL INFORMATION

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**Procurement Analyst:** Humberto Hinojosa    **Contact Email:** [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)

**Purpose of Request for Proposal (RFP):** IDEA Public Schools ("IDEA") is issuing this Request for Proposal ("RFP") to solicit proposals from qualified vendor(s) to provide a **Firewall as a Service (FWaaS)** cloud-based solution. The selected vendor(s) shall furnish all required licensing, implementation, configuration, support, maintenance, and related services necessary to provide a fully operational solution for the E-Rate funding period.

The proposed solution must support a **Zero Trust Architecture** that aligns with the principles outlined in [NIST Special Publication 800-207](#), or an equivalent industry-recognized framework. The new service is anticipated to commence on **July 1, 2027**, upon the expiration of IDEA's current service agreement and/or implementation of the newly awarded solution.

**Note:** Vendors 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"). Vendors must ensure compliance with all applicable E-Rate rules, requirements, regulations, and mandates.

Vendor(s) 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.

## PART II – RFP TIMELINE & INSTRUCTIONS

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### Timeline:

*All dates and times are tentative and subject to change.*

|                                                 |                                                                      |
|-------------------------------------------------|----------------------------------------------------------------------|
| First Advertisement & RFP Issue Date:           | Wednesday, August 26, 2026                                           |
| Second Advertisement Date:                      | Wednesday, September 2, 2026                                         |
| Pre-Proposal Meeting:                           | Friday, September 11, 2026 @ 10:00 AM CST                            |
| Respondent Question Cut-Off Date:               | Tuesday, September 15, 2026, NO Later than 12:00 PM CST              |
| Questions Response from IDEA:                   | Wednesday, September 23, 2026                                        |
| <b><u>Proposals Due by Date &amp; Time:</u></b> | <b><u>Wednesday, October 21, 2026, NO Later than 2:00 PM CST</u></b> |
| Anticipated Evaluation Period:                  | October 23 – November 6, 2026                                        |
| Anticipated Board Meeting & Approval:           | January 2027                                                         |
| Initial Proposed Contract Term:                 | July 1, 2027 - June 30, 2030                                         |
| Renewal option #1:                              | July 1, 2030 - June 30, 2031                                         |
| Renewal option #2:                              | July 1, 2031 - June 30, 2032                                         |

## **Pre-Proposal Conference**

A virtual pre-proposal meeting will be held at 10:00 AM CST via TEAMS video conference on **Friday, September 11, 2026**. Questions regarding this RFP must be submitted in writing to [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org) no later than 12:00 PM CST on Tuesday, September 15, 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 of the obligations set forth in this proposal. While the pre-proposal meeting is non-mandatory, it is highly encouraged that all potential respondents participate and attend.

### **Join TEAMS Meeting:**

<https://teams.microsoft.com/meet/289436523153299?p=YUpWK4swx2oDYGVGkZ>

**Meeting ID:** 289 436 523 153 299

**Passcode:** X9uM7Jd9

**Proposal Submission:** Proposals must be submitted using the [Public Purchase](#) or [Tyler Munis Self-Service](#) website, or by sending one (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools  
**RFP # 5-FWAASTX-0127 Texas for  
E-Rate Cat 2 Consortium  
Form 470# 270000237**  
Attn: Procurement Department  
2115 West Pike Blvd, Weslaco, TX 78596

Proposals **MUST** be organized as specified in **PART VI – PROPOSAL SUBMISSION, REQUIREMENTS & PROVISIONS** section and received by IDEA **no later than 2:00 PM CST on Wednesday, October 21, 2026**, as outlined in the RFP timeline. Each proposal **MUST** be sealed and marked with the relevant information; failure to do so must result in the proposal not being considered.

### **Hard Copy Submissions Must Include:**

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

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

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

**Funding Type:** IDEA will utilize state and federal funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s) through this RFP, including any purchase orders issued under said contract(s). The E-Rate program, part of the Federal Universal Service Fund, was established to promote connectivity in educational institutions. E-Rate helps ensure that students and patrons have access to modern technology and digital resources, thereby enhancing learning opportunities and bridging the digital divide. Additional information may be found at <https://www.usac.org/E-Rate/>.

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

Respondents 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 III – INTRODUCTION & BACKGROUND

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**Introduction:** IDEA Public Schools is a Texas non-profit corporation and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity, and public school system. IDEA transforms education by preparing graduates to succeed in college and life. IDEA is a growing network of high-performing charter schools serving students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions.

IDEA 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 in 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 and services provided to IDEA's Texas based charter school and campuses.*

**Project Background:** IDEA operates a growing network of public charter schools serving students and staff across multiple locations in Texas. As cloud services, digital learning, and remote connectivity continue to expand, IDEA requires a modern, cloud-first security architecture that provides consistent protection across campuses, users, applications, and cloud resources.

IDEA seeks proposals from qualified vendor(s) to provide a comprehensive Firewall as a Service (FWaaS) solution, including implementation, licensing, support, and maintenance throughout the E-Rate contract period. The proposed solution must meet or exceed the organization's Zero Trust Architecture requirements and align with the principles outlined in [NIST Special Publication 800-207](#) or an equivalent Zero Trust framework.

The selected FWaaS platform must provide centralized security policy management, identity-aware access controls, advanced threat prevention, secure web and DNS filtering, application visibility and control, secure Internet access, and comprehensive monitoring and reporting. The solution should integrate seamlessly with IDEA's existing network and security infrastructure while simplifying operations through unified management and automation.

**Project Vision:** IDEA's vision is to establish a secure, resilient, and scalable Zero Trust security platform that delivers consistent, enterprise-grade protection regardless of user location. The solution must support future organizational growth, maintain high availability, satisfy regulatory and E-Rate requirements, and provide a long-

term technology partnership that advances IDEA's educational mission while protecting its students, staff, and critical information assets.

### **FACTORS FOR DISQUALIFICATION:**

To be eligible for evaluation and award consideration, a Proposal must be timely received and determined by IDEA Public Schools to be responsive to the material requirements of this RFP. IDEA reserves the right to reject any Proposal determined to be non-responsive or otherwise disqualify an Offeror in accordance with the terms of this RFP and applicable law.

A Proposal must be deemed non-responsive or disqualified for reasons including, but not limited to, the following:

- Failure to comply with any material requirement of this RFP.
- Failure to provide complete and definitive pricing for all required products and services.
- Proposal includes an initial contract term exceeding thirty-six (36) months or a total contract term exceeding five (5) years.
- Failure to offer the Service Provider Invoice (SPI) billing method, when required.
- Proposal is received after the submission deadline.
- Proposal is unsigned or otherwise fails to include all required certifications, acknowledgments, or executed forms.
- Unauthorized communications or contact with IDEA personnel regarding this solicitation outside of the procedures established in this RFP.
- Failure to provide pricing for all required locations identified in this RFP. Proposals omitting pricing for one or more required locations will be deemed non-responsive.
- Failure to provide installation pricing where installation is identified as a mandatory ("must") requirement. If installation services are not provided directly by the Offeror, the Proposal must identify the third-party provider(s) capable of performing the required installation.
- Failure to demonstrate possession of a valid Service Provider Identification Number (SPIN) at the time of Proposal submission.
- Submission of generic or catalog pricing that does not specifically address the requirements of this RFP, including proposals generated primarily through artificial intelligence without demonstrating how the proposed solution satisfies the specific needs and requirements of IDEA Public Schools.

## **PART IV – SCOPE OF WORK AND SPECIFICATIONS OF THE PROPOSAL**

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**Proposal Specifications:** The following outlines the minimum service and performance requirements that the successful Respondent(s) must meet. Requirements may extend beyond those listed if necessary to support IDEA's needs. Proposals will be evaluated using the objective criteria specified in this solicitation, and IDEA will award vendor(s), at its sole discretion if determined to be in the district's best interest.

Any contract award issued as a result of this RFP does not guarantee a minimum purchase or payment. IDEA will not issue a Purchase Order (P.O.) until a campus or department initiates a request for goods and/or services described in this RFP. **A Vendor(s)/Contractor shall not perform services for IDEA without the issuance of a P.O. or Contract Agreement.** Compensation will be provided upon submission of proper supporting documentation for goods and/or services satisfactorily provided in accordance with this RFP and the executed agreement.

### **Overview**

The following describes the minimum requirements that the successful Respondent must meet. IDEA intends to award a contract to the Respondent whose Proposal is determined to provide the best value based on the evaluation criteria established in Part IV – Evaluation Criteria, if determined to be in IDEA's best interest.

IDEA is seeking a qualified vendor to provide a Firewall as a Service (FWaaS) cloud solution. The proposed solution shall be a single, complete, and unified platform that aligns with the principles and basic tenets of NIST Special Publication 800-207, Zero Trust Architecture, or an equivalent industry-recognized framework.

Respondents shall propose instructional licenses that include all required technical specifications and functionality identified in this Solicitation. Content filtering shall be proposed as a separate add-on license and identified as an E-Rate ineligible service.

**Respondents must separately identify and itemize all E-Rate eligible and E-Rate ineligible products, services, licenses, and associated costs within their Proposal**

### **License Specifications**

IDEA is requesting a total of 87,257 licenses with all the technical specifications and features listed below. This quantity is an estimate only and may increase or decrease during the contract term based upon enrollment, staffing, organizational growth, funding availability, and operational needs.

Respondents shall identify any minimum purchase requirements, license true-up provisions, transferability rights, and expansion pricing. Equivalent solutions will be accepted. The references to iboss are intended solely to describe the required functionality and do not require vendors to propose iboss products.

### **Technical Specifications (Minimum Requirements or Equivalent)**

Vendor(s) may propose an equivalent solution; however, the Offeror shall clearly identify any proposed equivalent products or services and provide sufficient documentation demonstrating that the proposed solution meets or exceeds each functional, technical, performance, integration, security, and support requirement identified in this RFP. Failure to demonstrate equivalency may result in the proposal being determined non-responsive.

#### **General Description:**

1. Cloud Native Firewall as a service - iboss complete edition; or exceeding the functional requirements identified in this section.
2. E-Rate eligibility required-3-year license/subscription;
3. iboss FWaaS-Next Generation Firewall-Zero Trust Complete:
4. iboss agent & Management Integrated;
5. iboss Content Filter integrated;
6. iboss - ZT Add On - GenAI Risk Module
7. Dedicated Cloud Resource Allocation;
8. Global Availability;
9. Cloud Access Security Broker (Google, Microsoft and others);
  - NIST-800-207 Policy compliance;
  - Identity Services (SAML, OAUTH) Integration;
  - Identity (User, Device, Applications, Services) based policy;
  - Unified Policy Enforcement/Management;
  - Integrations
    - a) Microsoft Purview DLP
    - b) Sensitivity Labeling
    - c) Classroom Management
    - d) Browser Isolation



10. Private Network Access via Tunnels, SD-WAN;
  - Multi-Edge Secure Access.

### **Service Level Specifications (Minimum Requirements or equivalent)**

The proposed solution shall include the following minimum service level commitments:

- Minimum service availability of 99.99% measured monthly.
- Severity 1 (Critical Outage): Response within one (1) hour and continuous efforts until service restoration.
- Severity 2 (Major Service Degradation): Response within four (4) hours.
- Severity 3 (Minor Impact): Response within one (1) business day.
- Scheduled maintenance notification provided at least seventy-two (72) hours in advance.
- Service credit provisions for failure to meet contracted service levels.
- 24x7x365 technical support for critical incidents.
- Escalation procedures and support contact information.
- Service performance reporting available through an administrative portal or scheduled reports.

***NOTE: E-Rate ineligible Add-ons must be separated - these will be listed separately on the Form of Proposal. If software is appliance or on-prem based, it will not be considered. Must be cloud native software and must be E-Rate eligible software.***

### **IDEA Main Administrative Sites**

1. IDEA Headquarters Rio Grande Valley: 2115 W Pike Blvd, Weslaco, TX 78596
2. IDEA Austin Regional Office: 5816 Wilcab Rd B, Austin, TX 78721

### **Technical Specifications and Deliverables:**

#### **Awarded Vendor(s) Responsibilities:**

- a) Ensuring compliance with E-Rate filing and documentation. Vendor/Contractor must retain all records relevant to the Agreement for a minimum of 10 years per 47 C.F.R. § 54.516), since this is a Category 2 E-Rate service.
- 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 initial agreement. If any price increases are assessed during a renewal term, the vendor must identify the cost in their proposal.
- e) By submitting a proposal on the requested services herein, the vendor(s) 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.
- g) Vendor shall notify IDEA within twenty-four (24) hours of becoming aware of any actual or suspected unauthorized access, disclosure, loss, compromise, or cybersecurity incident involving IDEA systems or data.



## 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(s)/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**, with IDEA Public Schools reserving the right to renew the agreement for up **to two (2) additional one-year terms, for a maximum total term of five (5) years.**

If a vendor(s) **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.

Service providers submitting proposals for contracted service are requested to provide 36-month pricing.

No price increases will be permitted during the term of the agreement. If any price increases are assessed during a renewal term, the vendor must identify the cost in their proposal.

## PART V – INSURANCE REQUIREMENTS

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### Insurance Requirements:

**IDEA Insurance Disclaimer.** As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.

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

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

- i) **General Liability:** Vendor(s) 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 the performance of the Agreement or completed operations, whether by Vendor(s) or anyone directly or indirectly employed by Vendor(s). Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.
- ii) **Professional Liability:** If the Contractor performs licensed professional services, the 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 the School as an Additional Insured and include a Waiver of Subrogation Clause.

- iii) Automobile Insurance: The contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of the 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 the School as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor(s) 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(s) 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(s).
- v) Workers' Compensation: Vendor(s) shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

Each insurance policy to be furnished by the successful Vendor(s) shall include "IDEA Public Schools" as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.

Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

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

## **PART VI – PROPOSAL SUBMISSION, REQUIREMENTS & PROVISIONS**

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### **Proposal Response Requirements:**

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal **must be submitted on time** and **must materially satisfy all mandatory requirements** identified in this RFP. Late proposals will be disqualified. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda, or other critical information relating to this RFP.

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

### **Required Proposal Format:**

Proposals 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. Executive Summary

Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor's experience as it relates to the specifications of the RFP.

## 3. Summary of Experience & Qualifications

The Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in a school setting.

## 4. Response to Evaluation Criteria

Provide a detailed response to each Evaluation Criteria listed in Part VII- Evaluation Criteria of this solicitation.

## 5. Cost Summary

Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, Respondent shall state "**No costs to IDEA**". Utilize **Attachment K** 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(s) Acknowledgement

**Attachment C** – Evidence of Insurance

**Attachment D** – IDEA Conflict of Interest Form

**Attachment E** – Texas Ethics Commission Form CIQ

**Attachment F** – Felony Conviction Disclosure Statement

**Attachment G** – Certification Regarding Lobbying

**Attachment H** – Contract Provisions for Contracts Involving Federal Funds

**Attachment I** – Reference Sheet

**Attachment J** – Litigation, Terminations, Claims

**Attachment K** – Proposed Pricing

**Attachment L** – IRS Form W-9

**Attachment M** – Deviations and Exceptions

**Attachment N** – Certification Regarding Drug-Free Workplace

**Attachment O** – Child Support Certification

**Appendix A** – Sites

**Appendix B** – RFP Completion Checklist

**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 respondent 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 Vendor(s). The BAFO process allows Vendor(s) 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(s) submission is subject to open records requests and, as such, the records will be released in accordance with those policies. Vendor(s) 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 it 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 respondent certifies that no relationship exists between the Respondent and Applicant that would interfere with fair and open competition or create a conflict of interest.

## **PART VII – EVALUATION CRITERIA**

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In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s) whose Proposal(s) is/are determined to be most advantageous to IDEA. To qualify for evaluation, a Proposal must be received by the stated deadline and be determined by IDEA to be responsive by materially satisfying all mandatory requirements of this RFP. IDEA reserves the right to reject any Proposal determined to be non-responsive and to exclude such Proposal from further evaluation. Only responsive Proposals will be evaluated and scored in accordance with the criteria set forth below.

### **Competitive Selection and Proposal Evaluation**

Consistent with E-Rate program requirements, the price of the E-Rate eligible products and/or services shall be the single most heavily weighted evaluation factor. However, award will be made to the responsive and responsible Offeror whose Proposal is determined to provide the best overall value to IDEA after consideration of all published evaluation criteria.

Proposals will be evaluated based on the criteria set forth below. IDEA may request any or all Offerors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposals. Upon completion of presentations, interviews, or discussions, Offerors may be requested to revise any or all portions of their Proposals.

### **Best and Final Offer Process (BAFO)**

If necessary, IDEA reserves the right to enter into a BAFO process with one or more Vendor(s). The BAFO process allows Vendor(s) 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. IDEA reserves the right to reject any use of Vendor(s) terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of the Vendor(s)'s form of agreement.

Proposals will be scored according to the following rubric:

| Evaluation Criteria                                     | Weight (Points) | Description                                                                                                                                                                                                                                                            |
|---------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cost of E-Rate Eligible Products and/or Services</b> | 30              | Respondent's proposed price of E-Rate <b>eligible</b> products and/or services.                                                                                                                                                                                        |
| <b>Technical &amp; Functional Suitability</b>           | 28              | 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.                                                         |
| <b>Reputation &amp; Reliability</b>                     | 12              | 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.                    |
| <b>Total Cost of Ownership</b>                          | 10              | Total long-term cost to acquire the Respondent's goods and/or services. This includes the total <b>ineligible</b> cost to IDEA for acquiring and maintaining the proposed goods and/or services throughout the full duration of the agreement.                         |
| <b>Terms &amp; Conditions</b>                           | 10              | Respondent's proposed contract terms and conditions.                                                                                                                                                                                                                   |
| <b>Completeness of Proposal</b>                         | 5               | Evaluators will ensure that all required elements of the proposal have been included and meet the specified submission guidelines.                                                                                                                                     |
| <b>Service Response &amp; Support Capability</b>        | 5               | 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. |
| <b>Total Possible Score</b>                             | <b>100</b>      |                                                                                                                                                                                                                                                                        |

### 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 K – 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 (28 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 shall provide

functionality that meets or exceeds the requirements of this RFP and be compatible with IDEA's operational and technical requirements.

When evaluating proposed equivalent solutions, IDEA may consider the operational impact, implementation effort, required infrastructure, management platforms, administrative overhead, training requirements, and total cost of ownership associated with the proposed solution as part of the published evaluation criteria. However, a proposal will not be deemed non-responsive solely because the proposed solution differs from IDEA's existing environment or architecture.

**Reputation & Reliability (12 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 I – 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 K – 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:  $(\text{Lowest Cost} \div \text{Cost of Proposal Being Evaluated}) \times \text{Maximum Cost Points Available}$ .

**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 M – 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.

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## **PART VIII – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT**



**GENERAL TERMS AND CONDITIONS:** The Vendor(s) agrees to the General Terms and Conditions of this solicitation and in case of conflict with other documents provided by the Vendor(s), these General Terms and Conditions take precedence and prevail unless Vendor(s) specifically requests a variance and IDEA Public Schools, Inc. agrees to such changes in writing. General Terms and Conditions are posted on the IDEA Public Schools Procurement and Contract Services website at [Procurement & Contract Services - IDEA Public Schools](#)

**Assignment:** This Agreement may not be assigned by either party without the prior written consent of both IDEA and Vendor(s)/Contractor. Any attempted assignment of this Agreement by Vendor(s)/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(s)/Contractor without the prior written approval of IDEA. Vendor(s)/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(s)/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor(s)/Contractor shall also fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at: <https://ideapublicschools.org/our-story/texas-board-of-directors/policies/>

**Conflict of Interest:** In accordance with section 176.006 of the Texas Local Government Code, Vendor(s)/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict>. Vendor(s)/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state "related party" law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

**Contractual Relationship:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor(s)/Contractor or between IDEA and the Vendor(s)'s/Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor(s)/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor(s)/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(s)/Contractor, and any person acting on its behalf or affiliated with the Vendor(s)/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(s)/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 Vendor(s)/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor(s)/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(s)/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(s)/Contractor will be the responsibility of the Vendor(s)/Contractor to correct. The Vendor(s)/Contractor will be required to cover shipping charges to ship the items to the correct location. IDEA will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment.

**Enforcement:** If the Agreement is for services, it is acknowledged and agreed that Vendor(s)'s/Contractor's services to IDEA are unique, which gives Vendor(s)/Contractor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably or adequately compensated in damages. Accordingly, Vendor(s)/Contractor acknowledges and agrees that a breach by Vendor(s)/Contractor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor(s)/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(s)/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(s)/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor(s)/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the Agreement.

**General Warranty:** Vendor(s)/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(s)/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(s)/Contractor (or any agent or representative of Vendor(s)/Contractor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor(s)/Contractor in providing such impermissible gratuities.

**Indemnification:** VENDOR(S)/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(S)/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR(S)/CONTRACTOR, OR

ANYONE FOR WHOSE ACTS VENDOR(S)/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR(S)/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

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

**Inspection:** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor(s)/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(s)/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(s)/Contractor shall use best efforts to replace any non-conforming goods and/or services. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

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

**Law of State to Govern:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution

of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

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

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

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

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Vendor(s)/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(S)/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(s)/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

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

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

**Prices:** IDEA accepts Vendor(s)'s/Contractor's price(s) as recorded on Vendor(s)'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(s)/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor(s)/Contractor has delivered or if Vendor(s)/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(s)/Contractor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the contract shall be maintained by Vendor(s)/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(s)/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor(s)/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(s)/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. IDEA will provide a tax exemption certificate to Vendor(s)/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(s)/Contractor, for delay or nonperformance by the Vendor(s)/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

**Texas Public Information Act:** Vendor(s)/Contractor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the

TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires IDEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

**Unsatisfactory Performance by Vendor(s) Staff:** If any person employed by Vendor(s)/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 IX - SUPPLEMENTAL TERMS AND CONDITIONS

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

1. Information relating to IDEA's financial, regulatory, personnel, or operational matters.
2. Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. 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.
4. Contracts, product plans, sales and marketing plans, and business plans.
5. 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.
6. The term "Confidential Information" does not include the following:
  - a. Information available to the public through no wrongful act of the receiving party.
  - b. Information that has been published.
  - c. Information required in response to subpoena, court order, court ruling, or by law.

Vendor(s) agrees that it will not, at any time during or after the termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for

any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order. Vendor(s) 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(s) will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

1. Vendor(s) agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor(s) 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(s) 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.
2. Vendor(s) 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(s) from third parties without restrictions on

disclosure and is not obviously “personal identifying information” or “sensitive personal information”; or (iv) is required to be disclosed by order of a court or other governmental entity.

3. Vendor(s) stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by IDEA under this Agreement.
4. If Vendor(s) becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Vendor(s) shall immediately notify IDEA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor(s) shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at IDEA’s sole discretion, result in IDEA’s immediately terminating this Agreement without financial penalty.

**Payment and Performance Bonds:** If required pursuant to Texas Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order, the Vendor(s) 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(s).

**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(s) will enter into a Data Sharing Agreement provided by IDEA:

1. **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(s) 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(s) is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor(s) 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)’s/Contractor’s obligations under this Section shall survive the termination or expiration of this Agreement.
2. **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.
3. **Collection and Use of Student Data:** Vendor(s) will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor(s) 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(s) 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.

4. If Vendor(s) has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
5. **Data De-Identification:** Vendor(s) 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(s) 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.
6. **Marketing and Advertising:** The vendor(s) will not use any Student Data to advertise or market to students or their parents.
7. **Modification of Terms of Service:** Vendor(s) 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.
8. **Student Data Sharing:** Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
9. **Access and Transfer or Destruction:** Any Student or Employee Data held by the Vendor(s) will be made available to IDEA upon request by IDEA. Vendor(s) will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor(s) 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.
10. **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(s) has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor(s) 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.
11. **Security Controls:** Vendor(s) 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(s) will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor(s) 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. The

vendor(s) agrees to share its incident response plan upon request.

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

## PART X – REQUIRED ATTACHMENTS

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### Attachment A – Title Page



**A Proposal Submitted in Response to  
IDEA's Request for Proposals  
RFP # 5-FWAASTX-0127 Texas for  
E-Rate Cat 2 Consortium  
Form 470# 270000237**

Submitted By:

---

(Full Legal Name of Vendor(s)/Contractor)

Vendor(s)/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(s) Acknowledgement

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

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

Vendor(s) Legal Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

## Attachment C – Evidence of Insurance

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

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

|                                       |                                                                                                                                                                                                                           |                                                                                                              |                                   |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Vendor General Insurance Requirements | Commercial General Liability                                                                                                                                                                                              | Each Occurrence: \$1,000,000<br>General Aggregate: \$2,000,000<br>Personal and Advertising Injury: \$500,000 | Additional Insured Endorsement    |
|                                       | Automobile Liability Including:<br><input type="checkbox"/> Owned Vehicles<br><input type="checkbox"/> Non-Owned Vehicles<br><input type="checkbox"/> Hired Vehicles<br>(Required for vehicles driven on school property) | Combined Single Limit: \$1,000,000                                                                           |                                   |
|                                       | Workers' Compensation* Employers' Liability                                                                                                                                                                               | Limit: State- Statutory<br>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<br>Each Occurrence: \$1,000,000<br>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<br>Each Occurrence: \$1,000,000<br>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 Conflict of Interest Form

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

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

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Legal Vendor(s) Name

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Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment E – Texas Ethics Commission Form CIQ

The respondent must fill out the Conflict-of-Interest Form CIQ and submit it with their proposal. The Conflict-of-Interest Form CIQ and instructions can be found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## Attachment F – Felony Conviction Disclosure Statement

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

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

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

**Please mark the appropriate choice below:**

- ☐ This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ This business entity is not owned nor operated by anyone who has been convicted of any felony.
- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

Vendor(s) Business (DBA) Name: \_\_\_\_\_

Name of Authorized Company Official (Print): \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment G – Certification Regarding Lobbying

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

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

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

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Legal Vendor(s) Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative



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

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

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

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

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

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

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

---

Legal Vendor(s) Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment I – Reference Sheet

Please list a **minimum of three (3) verifiable references** of clients/organizations (governments, charter schools, or ISDs) that have used your services. The use of IDEA Public Schools or its affiliates as a reference is NOT permitted. Preferably, the Respondent shall list references for any projects completed in the past **five (5) years** that are similar to the scope of work in this Solicitation. If additional space is required, attach additional pages hereto. IDEA would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred:

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment J – 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 K – Proposed Pricing

Respondent must provide pricing/price schedule utilizing *Attachment K Proposed Pricing #5-FWAASTX-0127 Texas* 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. **Pricing must be submitted utilizing IDEA’s Attachment K.**

*Attachment K Proposed Pricing\_RFP #5-FWAASTX-0127 Texas\_Vendor Name* is available for download at <https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/> (Under Open Solicitations)

| Attachment K - Proposed Pricing<br>RFP #5-FWAASTX-0127 for E-Rate Cat 2 Consortium Texas - Form 470# 270000237<br>CLOUD NATIVE FIREWALL AS A SERVICE PLATFORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------|----------|------|-----------|----------------------------|---------------------------|-----------------------------|--------------------------|-------------------------------|---------------------------------|
| <b>INSTRUCTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 1. Bidder shall submit unit price and software developer/manufacturer product information for the specified items as listed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 2. Unit price shall be the full pre-discount unit price (100% of the cost), regardless of the E-Rate invoicing method (SPI or BEAR).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 3. The portion of the E-Rate eligible items included on the District-issued purchase order shall be based on the USAC Funding Commitment Decision Letter (FCOL). The purchase order amount shall equal the extended amount of the E-Rate eligible items less the applicable USAC discount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 4. Unit prices shall be inclusive of product, packaging, delivery, labor, insurance, profit, and all other services that are necessary for the proper execution and performance of contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 5. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 6. For each line item, enter the E-Rate eligible percentage of that item in the "E-Rate Eligible % of Model" column (e.g., 100% if the item is fully eligible, 0% if wholly ineligible, or the applicable blended percentage for a bundled item). Unit and extended eligible/ineligible costs will calculate automatically. Complete only the yellow cells; blue cells are calculated automatically and must not be edited.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 7. EQUIVALENCY CLAUSE: Where this pricing sheet identifies items by manufacturer, brand name, or manufacturer part number, such references describe the standard of quality, performance, and functionality required and are not intended to restrict competition to a single manufacturer. Bidders may propose an equivalent product from any manufacturer that meets or exceeds the specifications, features, and functionality of the listed item, provided the bidder clearly identifies the proposed equivalent (including manufacturer name and part/model number) in the "Manufacturing Part # and "Description" columns below and demonstrates equivalency upon request. All equivalency determinations rest solely with the Applicant and will be made consistent with E-Rate competitive bidding rules (47 C.F.R. § 54.503) and the evaluation criteria stated in the solicitation.                                                                           |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 8. No Additional Charges Certification: The pricing provided in this Attachment includes all costs necessary to provide the proposed solution, including licensing, implementation, configuration, support, maintenance, training, project management, and administrative costs unless specifically identified as a separate line item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| 9. No Bid Note: If Offeror elects not to bid a line item, enter "No Bid" in the Manufacturer Part Number field and \$0.00 in all pricing fields.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Applicant (BEN):</b> 228353                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>FCC Form 470 #:</b> 270000237                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Offeror:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Offeror Contact:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Offeror Email:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Proposed Solution Pricing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| Item #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Manufacturing Part # or Equivalent | Description                                                          | Est Qty. | U/M  | Unit Cost | E-Rate Eligible % of Model | Unit E-Rate Eligible Cost | Unit E-Rate Ineligible Cost | Extended Amount          | Extended E-Rate Eligible Cost | Extended E-Rate Ineligible Cost |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (B-ZT-COMPLETE-FWaaS-3Y            | iboss Complete FWaaS Education Bundle 3 Year License (Instructional) | 87,257   | Each | \$ -      |                            | \$ -                      | \$ -                        | \$ -                     | \$ -                          | \$ -                            |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CONTENTFILAOFWAAS3Y                | iboss 3-Year Content Filtering Add-On for FWaaS                      | 87,257   | Each | \$ -      |                            | \$ -                      | \$ -                        | \$ -                     | \$ -                          | \$ -                            |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (B-ZTGENAIRISKMODULE-3YR           | iboss - ZT Add On - GenAI Risk Module, 3 Year License                | 87,257   | Each | \$ -      |                            | \$ -                      | \$ -                        | \$ -                     | \$ -                          | \$ -                            |
| <b>Total Quoted Costs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                                                      |          |      |           |                            |                           |                             | \$ -                     |                               |                                 |
| <b>E-Rate Eligible Costs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                                                      |          |      |           |                            |                           |                             | \$ -                     |                               |                                 |
| <b>E-Rate Ineligible Costs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                                                      |          |      |           |                            |                           |                             |                          | \$ -                          |                                 |
| <b>DISCLAIMER – OPTIONAL RENEWAL YEARS 4 &amp; 5: Evaluation of this solicitation is based solely on the pricing for the Initial 3-Year Term above. The Applicant may, at its sole discretion, exercise up to two (2) additional 12-month renewal periods (Years 4 and 5). Select "Yes" below if Years 4 &amp; 5 will each equal one-third (1/3) of the Initial 3-Year Term cost — the Year 4 &amp; 5 rows below will then calculate automatically. Select "No" if proposing different renewal pricing, and manually enter the Year 4 and Year 5 E-Rate eligible and ineligible cost directly into the rows below, overwriting the default values. The 5-Year Total below will update automatically either way. Renewal Year pricing shall represent the maximum price payable during the applicable renewal period if exercised by IDEA. No additional annual increases, escalation clauses, or surcharges shall apply beyond the pricing identified on this form.</b> |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Years 4 &amp; 5 Pricing Election:</b> Select... ("Yes" auto-fills Years 4 & 5 below; "No" – manually enter Years 4 & 5 pricing below.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| Renewal Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| Year 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| Year 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                                                      |          |      |           |                            |                           |                             | <b>Total Annual Cost</b> | <b>E-Rate Eligible Cost</b>   | <b>E-Rate Ineligible Cost</b>   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                                                      |          |      |           |                            |                           |                             | \$ -                     |                               |                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                                                      |          |      |           |                            |                           |                             | \$ -                     |                               |                                 |
| <b>Total 5-Year Term Cost (Initial 3-Year Term + 2 Renewal Years)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>Total Quoted Costs (5-Year Term):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                                                      |          |      |           |                            |                           |                             | \$ -                     |                               |                                 |
| <b>E-Rate Eligible Costs (5-Year Term):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                                                      |          |      |           |                            |                           |                             | \$ -                     |                               |                                 |
| <b>E-Rate Ineligible Costs (5-Year Term):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                                                      |          |      |           |                            |                           |                             |                          | \$ -                          |                                 |
| <b>ACCEPTANCE OF PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| By signing this Rate Sheet you agree to and acknowledge the Scope of Work and Terms and Conditions stated in the provided solicitation document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| Payment for services rendered will be made as specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                                                      |          |      |           |                            |                           |                             |                          |                               |                                 |
| <b>AUTHORIZED CLIENT SIGNATURE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                                                      |          |      |           | <b>DATE OF ACCEPTANCE</b>  |                           |                             |                          |                               |                                 |

## Attachment L – IRS Form W-9

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br><br>▶ Go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b> |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Print or type.<br>See Specific Instructions on page 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 33.33%; height: 20px;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 33.33%; height: 20px;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td><td style="width: 33.33%;"></td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    | <b>Social security number</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | or |  |  |  |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br><br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Signature of U.S. person ▶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Date ▶                                                             |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul> <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2018)</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



## Attachment M – Deviations and Exceptions

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

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

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

\_\_\_\_\_  
Legal Vendor(s) Name

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

\_\_\_\_\_  
Date

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

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

Legal Vendor(s)/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

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## Attachment O – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instructions shall disqualify the Proposal. The child support certification form can be found at:

<https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>.



Form 1903  
May 2017-E

### Child Support Certification

#### Section 1

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

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

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

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

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

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

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

#### Section 2

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

|       |  |      |  |
|-------|--|------|--|
| Name: |  | SSN: |  |
| Name: |  | SSN: |  |
| Name: |  | SSN: |  |
| Name: |  | SSN: |  |

#### Section 3

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

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

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

## Part XI: APPENDICES

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

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

## Appendix A: Sites

| Campus Name             | Address          | City    | State | Zip Code | Latitude         | Longitude         |
|-------------------------|------------------|---------|-------|----------|------------------|-------------------|
| IDEA Health Professions | 5816 Wilcab Rd B | Austin  | TX    | 78721    | <u>30.273604</u> | <u>-97.675087</u> |
| IDEA Headquarters       | 2115 W Pike Blvd | Weslaco | TX    | 78596    | <u>26.169384</u> | <u>-98.011783</u> |

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

\_\_\_\_\_  
Date

*(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(s) Acknowledgement
- ☐ Attachment C – Evidence of Insurance
- ☐ Attachment D – IDEA Conflict of Interest Form
- ☐ Attachment E – Texas Ethics Commission Form CIQ
- ☐ Attachment F – Felony Conviction Disclosure Statement
- ☐ Attachment G – Certification Regarding Lobbying
- ☐ Attachment H – Contract Provisions for Contracts Involving Federal Funds
- ☐ Attachment I – Reference Sheet
- ☐ Attachment J – Litigation, Terminations, Claims
- ☐ Attachment K – Proposed Pricing
- ☐ Attachment L – IRS Form W-9
- ☐ Attachment M— Deviations and Exceptions
- ☐ Attachment N – Certification Regarding Drug-Free Workplace
- ☐ Attachment O – Child Support Certification
- ☐ Appendix A – Sites
- ☐ Appendix B – RFP Completion Checklist
- ☐ **By selecting this checkbox, the vendor(s) acknowledges and agrees to the terms and conditions outlined in this solicitation document.**

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Part XII: ADDENDA

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

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**END OF IDEA PUBLIC SCHOOLS RFP**