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IDEA will utilize State and Federal funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful vendor(s)/Contractor(s) through this RFP, including any purchase orders issued under said contract(s).

4) Rationale for RFP

Upon consideration of the requirements for the procurement under this RFP, IDEA determined that the RFP was the appropriate purchasing method for the following reasons:

(a)

(see Attachment U). Respondents must describe in detail any proposed variation to the stated specifications, terms, and conditions. Please note that variations are strongly discouraged and may be grounds for rejection at IDEA's sole discretion. Please refer to earlier instructions and Part I, paragraph 6, RFP Clarification and Questions below on submitting any questions as to ambiguity, conflict, discrepancy, omission, or other error(s) that may relate to any requested variation in writing. If no changes are indicated, IDEA shall expect to receive the goods and/or services exactly as specified.

- l) RFP and Proposal Constitute Contract Upon the Board's acceptance of Respondent's Proposal and approval of a contract with Respondent, this RFP and Proposal shall constitute the written, binding contract between the parties (the "Contract" or "Agreement"). IDEA shall not accept any contract or other written agreement from a Respondent submitted as part of its Proposal. IDEA reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If IDEA is willing to consider a contract drafted and tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA's standard terms and conditions.
- m) Open Records Act As a Texas open enrollment charter school, IDEA is subject to the Texas Public Information Act, Tex. Gov't Code §§ 552.001 et seq. (TPIA). Proposals submitted to IDEA in response to this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Texas law, Respondent is responsible

to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP. IDEA shall reject the Proposal

- r) Proposal Signature The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal

and Public Purchases. IDEA will not answer questions verbally and any informal oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

7) Addenda or Errata

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addendum or errata. It is the responsibility of Respondent, prior to submitting a Proposal, to determine whether an addendum or errata was issued by checking IDEA's website: <https://ideapublicschools.org/ourstory/financebudget/> or the RFP section of this Form 470 in EPC, the E-rate portal. All Respondents shall comply with the requirements specified in any addendum or errata issued by IDEA.

Note: Only USAC vendors qualify to bid. Any potential bidder will need to create an account via USAC portal in order to qualify. Please use this link and instruction <https://www.usac.org/e-rate/service-providers/>

8) Respondent Responsibility

IDEA expects

Note: Only USAC vendors qualify to bid. Any potential bidder will need to create an account via USAC portal in order to qualify. Please use this link and instruction <https://www.usac.org/e-rate/service-providers/>

11) **Contract Term**

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and selected Vendor(s)/Contractor(s). The initial project term is expected to be one (1) year with the option to renew. At its sole discretion, IDEA may renew this contract up to an additional two (2) consecutive years if the services have not been delivered or completed. Each renewal shall be effective for one (1) additional year effective from [term, e.g., July 1 through June 1 of any given year]. IDEA shall convey via written notice to the selected Vendor(s)/Contractor(s) at least thirty (30) days in advance of an Agreement expiration informing Vendor/Contractor of IDEA's intent to renew, not renew, amend the Agreement, or terminate. If the Vendor/Contractor does not believe that it can renew the contract, the Vendor/Contractor shall provide IDEA with written notice at least ninety (90) days prior to the Agreement's expiration date.

12) **Criminal Background Checks**

IDEA shall require all vendors to either (i) obtain named based criminal history and/or fingerprinting record information

13) Insurance Requirements

- a) No Insurance Requirements as to IDEA A governmental unit as defined by Texas Civil Practice and Remedies Code §11.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.
- b) The insurance coverages specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor/Contractor. The Vendor/Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.
- c) The successful Vendor/Contractor will at a minimum carry and maintain Workers' Compensation, General Liability, and Property Damage Liability Insurance. Insurance Certificates must be submitted with the Proposal. IDEA reserves the right to review all insurance policies pertaining to this RFP to guarantee that the proper coverage is obtained and maintained by the Vendor/Contractor.
- d) Vendor/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):
 - i) General Liability: Vendor/Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent

Such policy shall name IDE as an Additional Named Insured and include a Waiver of Subrogation Clause.

iii) Workers' Compensation: Ven

Section 1: Overview

| | |
|------|-------------------------------------------|
| A. | Internal Connections- Network Electronics |
| A. 1 | GeneralRequirements |

A.1.1 The "District" is planning to add new and/or upgrade their Network Electronics. All new LAN

B. 1. 1

3. A product data index and complete equipment list including for each product submitted for approval the manufacturer's name and part number, including options and selections.
 4. Cutsheets or catalog data illustrating the physical appearance, size, function, compatibility, standards compliance, and other relevant characteristics of each product on the equipment list. Indicate by prominent notation (an arrow, circle, or other means) on each sheet the exact product and options being submitted.
 5. Submit design data, when the scope of work requires, including regulations, schematics, risers, sequences, or other data.
 6. When the contract requires extended product warranties, submit a sample of warranty language.
 7. Any resubmittal shall include a complete revised equipment list and any product data that is revised.
- L. Submit shop or coordination drawings, when specified or the required for the scope

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| | | <p>B. Upon completion of the installation, and prior to final inspection, the Vendor/Contractor shall furnish as-built drawings.</p> <p>C. In addition, the Vendor/Contractor shall furnish complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets. Manuals shall include wiring diagrams to indicate internal wiring for each device and the interconnections between the items of equipment. Provide a clear and concise description of operation that has ^{provides}, in detail, the information required to properly operate the equipment and system. Provide a parts list with manufacturer and model number for commonly replaced parts. Include complete instructions for the inspection, testing, and maintenance of the system ^{system}. Place final cable certification test results in manuals.</p> <p>D. All cable paths and wiring methodology shall be documented. All cables shall have both ends labeled and included in the as-built ^{as-built} documentation. Provide an MS Excel worksheet compatible format spreadsheet file cross referencing all cable run numbers, architectural room number, and owners room number for the origin and destination of each cable run.</p> <p>E. A formal onsite training session shall be provided by the Vendor/Contractor to the ^{to the} Districts Representative / Maintenance personnel and shall include instruction on the documentation, location, inspection, maintenance, testing, and operation of all system components. Provide a minimum of two (2) hours of documented general instruction.</p> |
| | B. 2 | Standards |
| | B. 2. 1 | All Vendors must meet all applicable codes / standards defined below, and any others that r defined. |
| | B. 2. 2 | The Vendor will follow the National Electric Code (NEC), the National Electric Safety Code any applicable State of Florida ^{State of Florida} code, and local codes. |
| | B. 2. 3 | The Vendor will provide materials and equipment that is new and will conform to NEC ^{NEC} , UL. |

4. Split bundles greater than 2" dia. or provide cable tray.
- D.

| | | |
|---------|-----------------------|--|
| B. 3. 7 | Fire-stopping systems | |
| | Suitable fire | |

The Work Area shall consist of the connectivity equipment used to connect the horiz

8. Be constructed of high impact, flame

- B. The discrete distribution module (DDM) panels should be available in a 24-port, straight configuration.
- C. The panel should consist of a rack mounted base unit, rear cable management hardware, and labels for port numbering.
- D. Panel should mount in a 1U (483mm) equipment rack with universal hole spacing.
- E. The modular patch panel will be installed above and below switches so 24 patch panels shall be installed above the top switch and below the bottom switch in each rack. 48 port patch panels shall be installed between switches in each rack.
 - 1. CommScope CPDDM2U-48 Patch Panel, 48 port approved equal
 - 2. CommScope CPDDM1U-24 Patch Panel, 24 port approved equal
- F.

| | |
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| | <p>All fiber optic rack mount enclosures shall be CommScope. All adapter panels shall be CommScope for Multimode applications. All rack mount enclosures shall be CommScope Uniprise Ready enclosures.</p> <p>CommScope SDU Enclosure or approved equal (MDF room standard) CommScope SDU Enclosure or approved equal (MDF room standard) CommScope SDU Enclosure or approved equal</p> |
| B.7.1.4 | Fiber Patch (Equipment) Cords |
| | <p>All fiber optic patch cords shall be duplex CommScope fiber patch cords. Connector type shall be CommScope LC connectors for Multimode applications. All fiber patch cords shall be CommScope factory assembled and tested, and supplied for each terminated fiber connection, plus 15%. Lengths shall be 10 meters.</p> |
| B.7.1.5 | Fiber Pigtail Kits |
| | <p>All fiber optic pigtails and connectors shall be CommScope. Connector type shall be CommScope LC connectors for Multimode applications. Multimode pigtails shall be constructed with LazrSPEED 550 OM4 fiber.</p> <p>CommScope FAXLCU003 Pigtail Kit (50m) or approved equal</p> |
| B.7.2 | Cable Management |
| | <p>The Cable Management System shall be used to provide a neat and efficient means for and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures. The system shall be a</p> |

| | | |
|---------|------------|-----------------------------------------------------------------------------------------------|
| | | equal with 3/4" bolt-hole spacing and #6 AWG green insulated copper v to the building ground. |
| B.7.2.2 | Cable Tray | |

- A. The Cable Tray in a Telecommunications Room / Equipment Room shall be placed to allow easy access into the room and formed as shown on drawings. Tray shall route cables from room entrance to their termination location. Tray shall use a standoff bracket to allow cables to be routed above racks and flow easily into vertical

| | |
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| | <p>exceed 800 meters (90 meters for data) as specified under TIA/EIA-568A.</p> <p>The type of backbone fiber cable shall be 50/125 m multimode fiber optic cable. The bending radius and maximum pulling tension of the cable shall be adhered to during handling and installation.</p> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B.8.1 | <p>Fiber Backbone</p> <p>The type of fiber cable used shall contain Laser Optimized 50 micron OM4 Multimode fiber. Termination enclosure will be located at the top of the rack housing the network equipment in the Telecommunications Room.</p> <p>Termination enclosure shall be located at the top of the rack housing the network equipment in the Equipment Room.</p> |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

sequential length markings every two feet.

2. Temperature Range:

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

Operating: 20°C to +70°C.

3. Humidity Range: 0% to 100%.

4. Single Unit Cables:

a. Maximum Tensile Strength (2 fibers).

During Installation: 100 Newton (225 lb. force) (no irreversible change in attenuation).

Long Term: 300 N (67 lb. force).

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During Installation: 1335 Newton (300 lb. force) (no irreversible change in attenuation).

Long Term: 400 N (90 lb. force).

5. Multiple Unit Cables:

a. Maximum Tensile Strength (24 fibers).

During Installation: 2670 Newton (600 lb. force) (no irreversible change in attenuation).

Long Term: 180 N (801 lb. force).

b. Maximum Tensile Strength (36 fibers):

During Installation: 3560 Newton (800 lb. force) (no irreversible change in attenuation).

Long Term: 1068 N (240 lb. force).

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During Installation: 4450 Newton (1000 lb. force) (no irreversible change in attenuation).

Long Term: 1335 N (300 lb. force).

6. Bending Radius:

During Installation: 20 times cable diameter.

No Load: 10 times cable diameter.

L0160 (ad) 2300 6.1 2.2 .8 (35) H6eB4dT: 13C.8 (2ad) 2.3 (:) mi 0.001 : : s

B.8.7

a. CommScope PNL -CS-12LCX-PT Splice Cassette (MM) or approved equal

not be tight enough to deform cabling and shall not be used to support the cabling.

K.

- B. As per industry standard IEC 61300-35 during optical fiber connector termination, certify, all terminations with a 200x power microscope (minimum).

- D. The cable tester shall be ETL verified to IEC Level V accuracy approved equal with the latest version of firmware and shall produce an electronic or printed report, noting label information, for each cable run. These reports are to be included in the closeout documentation. Testing shall be conducted with a Fluke DSX5000 with OLTS and OTDR functions, or approved equal, permanent link adapters, high performance channel adapters, termination plugs, 8pin modular couplers and analysis software. Certifications shall include the following parameters for each pair of each cable installed:
1. Z OE š OE] • š] / u % - 15% í ì ï O = l
 2. Wire map (pin to pin and ground connectivity)
 3. Cable Length Permanent Test, station (horizontal) cable from patch

Federal Communications Commission (FCC) and have and provide an FCC registration number (FRN).

- b) All responding vendors must be in good standing with the Universal Service Administration Company (USAC) Schools and Libraries Division and eligible to provide products and services

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

Prices

- a)

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

Taxes

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

Liabilities

- a) The Vendor shall be required to agree to save, defend, hold harmless, and indemnify the

Assignment of Contract

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

Warranty

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

Award Criteria

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

Award of Bid

- a) The "District" will award bids to the highest

OSHA Compliance / Material Safety Data Sheets

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

Withdrawal of Bid

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

Inspection / Acceptance

- a) All items provided under this bid shall be subject to inspection and test by the "District". All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the Texas Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the "District".
- b) In case any supplies or lots of supplies are defective in material or workmanship or

a)

the requirements outlined in this document, the award may be divided among several qualified Vendors/Contractors

P

Conflict of Interest: In accordance with section 176.006 of the Texas Local Government Code, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at

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 standards 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.] TJ 0 Tc 0 13 (a) 4.1 94 (if)-(e) 9 (b)-Tc 0wer 613 (a) 4esl asheheritte

DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTING ASIDE 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 THE DAMAGES CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENCE, OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER REMEDY OR INDEMNIFICATION OR RIGHT WHICH AN INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

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

Inspection: Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered nonconforming. In such event that goods and/or services are considered nonconforming, IDEA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any nonconforming goods and/or services. IDEA may also (C)4 (o)80 in.0

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 (PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, TERMS AND CONDITIONS RELATING TO LIENS ON REAL PROPERTY; DISCLAIMERS AND LIMITATIONS OF

- 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

it is a regular business practice of the service provider.” Vendors may include “Contingency” as a separate line item. This cost will not be included in the total Bid.

- h) Most of the campus projects contained in this RFP may have been bid and already awarded in previous ~~E~~Rate application cycles pending funding notification from the Schools an

- a) Vendor/Contractor agrees to maintain the confidentiality of “personal identifying information” and “sensitive personal information,” as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor/Contractor agrees that “personal identifying information” and “sensitive personal information” will be collected only as necessary and in conjunction with this Agreement and

maintained by

property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

- k) Security Controls Vendor/Contractor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student Employee

15. Attachment O –Criminal History Review of Vendor/Contractor Employees and Certification
16. Attachment P –Reference Sheet
17. Attachment Q –Recent and Ongoing Projects
18. Attachment R –Litigation, Terminations, Claims
19. Attachment S –Proposed Pricing
20. Attachment T – W9 Form
21. Attachment U—Deviations and Exceptions
22. Attachment V Independent Contractor Agreement
23. E1- Form Proposal Signature Page Form A
24. E2-Out of State Certificate Form B



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

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

Attachment A –Title Page



A Proposal Submitted in Response to

IDEA's Request for Proposals
#9-RFPEC20124 for E-Rate Cat 2 Equipment & Cabling Form 470 #240001146
For IDEA Public Schools, Inc. Texas

Submitted By:

(Full Legal Name of Vendor/Contractor)

On:

(Date of Proposal Submission)

Attachment B –Vendor/ContractorInformation

Vendor/ContractorInformation:

1. Vendor/ContractorLegalName: _____
2. Vendor/Contractord/b/a (if applicable): _____
3. Employer Identification Number: _____
4. Street Address: _____
5. City, State, and Zip Code: _____

Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor/Contractor.

Name: _____

Name: _____

Name: _____

Name: _____

Attachment C - Vendor/Contractor Certification

Attachment D - Proof of Insurance and Bonding

Attachment E – Certification Regarding Drug-Free Workplace

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

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

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor/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/Contractor's policy statement.
- Notifying the employees through Vendor/Contractor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying IDEA within ten (10) days of Vendor/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-4 (at)6 (o)0(o) (n)-4 (e)6)10 (n)-3.9 (y)4 (c)4 (o)

Attachment F – Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to IDEA any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Sec. 15.01.

AttachmentG –IDEA Conflict of Interest Form

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

- No manager, employee or paid consultant of Vendor/Contractor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor/Contractor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or any employee of IDEA owns or controls more than 10% in Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or any employee of IDEA receives compensation from Vendor/Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor/Contractor has disclosed within this Proposal any interest, fact or circumstance which does or may present a potential conflict

/Contractor 140.0052.2

-0.003

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AttachmentH –Conflict of Interest Form CIQ

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

Respondent must file the Conflict of Interest Form CIQ and submit with the 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>

AttachmentI –Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be

AttachmentJ –Equal Opportunity and Nondiscrimination

Vendo/Contractor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her

A

AttachmentM – Debarment or Suspension Certificate

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

Attachment

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 pay for all hours

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

Texas Education Code §28.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

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

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

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

All Vendors/Contractors must work with the School to comply with the requirements of Texas Education Code §28.0834 prior to be

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEE CERTIFICATION

MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS

WHEREAS, Texas Education Code (“TEC”) §34 requires Vendor/Contractors providing services to IDEA Public Schools (“IDEA”) to facilitate a national criminal history record information review for any Vendor/Contractor or subcontractoremployees who (1) have or will have continuing duties related to the Agreementand (2) have or will have direct contact with students (“covered employees”) prior to beginning contract servicespursuant to the Agreement, and

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

WHEREAS, pursuant to Texas Government Code (“TGC”) §45, the Texas Department of Public Safety (“DPS”) maintains the Criminal History Clearinghouse (“DPS Clearinghouse”) to provide fingerprint criminal history record information, including national criminal history record information made available through the U.S. Federal Bureau of Investigation (“FBI”), to approved persons and entities; and

WHEREAS, due to recent changes in DPS protocols, Vendor/Contractor

Attachment Q -Recent and Ongoing Projects

Respondent shall list any projects completed in the last years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto.

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

Phone Number

Email Address

Brief Project Scope: _____

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

Contact Person

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

Contact Person Phone Number Email Address

Brief Project Scope: _____

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

Contact Person Phone Number Email Address

Brief Project Scope: _____

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

Contact Person

Attachment R—Litigation, Terminations, Claims

4.

Customer/Client School or Organization/Entity Name

Contact Person

Phone Number

Email Address

Brief Description of Event or Issues: _____

AttachmentS-

Attachment T – Respondent's W-9

The W

AttachmentU – Deviations and Exceptions

If the undersigned Vendor/Contractor intends to deviate from the

Form B E.2 Out of State Certification

IDEA Public Schools

As defined by Texas House Bill 602, a "nonresidential Vendor" means a Vendor whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "Resident Vendor":

Company Name (Please Print)

I certify that my company qualifies as a "Nonresident Vendor": (NOTE: You must furnish the following information:)

Indicate the following information for your "Resident State ": (The state your principal place of business is located in)

Company Name

Address

City

State

Zip

- A. Does your "resident state" require Vendors whose principal place of business is in Texas to underbid Vendors whose resident busi 9.986.76mndn7Y3ud118 >2dusi en 3e6mnd2.566mnd2.398.28 Tmnd2.398.28 Tr

Part VIII: APPENDICES

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

Appendix A: Vendor-Rate Service Provider Number Requirement

IDEA would like to inform all interested vendors of the following: Service providers will be required to have an E-Rate Service Provider Number (SPIN) to access the Form 470 and to provide responses to this bid request. A SPIN may be obtained by contacting E-Rate Customer Service, 888-203-8100."

Appendix B Floor Plans

IDEAT INFRASTRUCTURE STANDARDS

Important notes:

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

| Area | Item |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Instructional Rooms | Identify/verify classrooms # of data drops (1) total drops per classroom (1) projector, (1) teacher workstation data, (1) WAP Room Types Classrooms, Rise, Support Services, Library, Computer Lab, Flex |

ISD 07/16/2012 (429)

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

| Purpose | Color | Quantity | Commscope # |
|-----------------------------------------|--------|----------|---------------|
| Wireless Access Points (CAT6A*) | Green | | UC1AAA204F010 |
| Projectors | Purple | | UC1BBB20LF010 |
| Analog(security/fire/elevator xconnect) | Orange | | UC1BBB206F010 |
| Security Cameras | Yellow | | UC1BBB209F010 |
| Intercom | White | | UC1BBB208F010 |

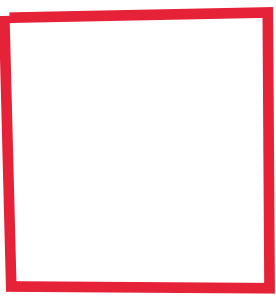
Blue CAT6 patch cables

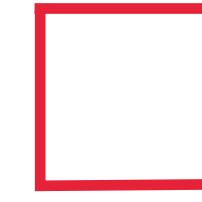
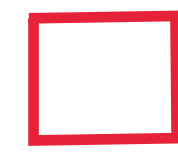
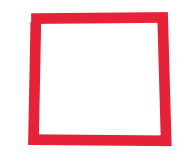
| Quantity | Length | Commscope # |
|----------|--------|---------------|
| 25 | 1' | UC1BBB20ZF001 |
| 50 | 10' | UC1BBB20ZF010 |
| 10 | 15' | UC1BBB20ZF015 |
| 5 | 25' | UC1BBB20ZF025 |
| 2 | 50' | UC1BBB20ZF050 |

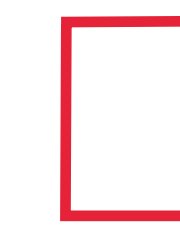
IT Rooms- one 1' CAT6 per drop color varies- refer to work area patch cables for quantities and considerations;

| Purpose | Color | Quantity | Commscope # |
|-------------------|-------|----------|---------------|
| Data (wall jacks) | Blue | | UC1BBB20ZF001 |







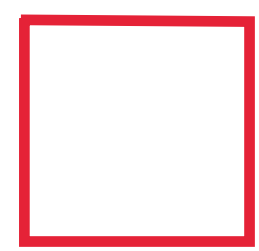


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END OF IDEA PUBLIC SCHOOLS RFP