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IDEA will utilizestateand Federal funds to finance any purchases of goods and/or services through the contract(s) awarded to the successfien/dor(s)/Contractor(s) through this RFP, including any purchase orders issued under said cont(a)ct

# 4) Rationale for RFP

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

(seeAttachment U). Respondents must describe **die**tail anyproposed variation to thestated specifications, terms, and condition Blease 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.

- I) <u>RFP and Proposal Constitute Contract</u> for the Board's acceptance of spondent's Proposal and approval of a contract with espondent, this RFP and Proposal shall constitute the written, binding contract between the partie (the "Contract" or "Agreement") IDEA shall not accept any contract or other written agreement a Respondent submitted as part of its oposal. IDEA reserves the right to tender its own contract for the goods and/or services solicited through this RFPIf IDEA is willing to consider needs a contract draftendered 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) <u>Open Record</u> Asa Texasopen enrollment charter school, IDEA is **jsud** to the Texas Public Information Act Tex. Gov't Code §§ 552.001 *et state* PIA). Proposals submitted to IDEA in response tothis RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Responder lieves that its response, or parts of its response, may be exempted from disclosure under Texas law, Responder bonsible

to mislead IDEA in its evaluation of the solution of the stribute, condition, or capability as a requirement of this RFPIDEA shall reject the Proposal

r) <u>Proposal Signature</u> heProposal must be signed by an authorized representativite proper signatory authority.By submitting *P*roposal

and Public PurchasedDEA 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) Addendaor Errata

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondentsby the issance of an addendaor errata. It is the responsibility of Respondent, prior to submitting a Poposal, to determine whether and dendaor erratawas issuedby checking IDEA's website: <a href="https://ideapublicschools.org/outstory/financebudget/">https://ideapublicschools.org/outstory/financebudget/</a> or the RFP section of this Form 470 in EPC, the REate portal. All Respondents hall comply with the requirements specified in any addendar errata issued by IDEA.

*Note:* <u>Only</u>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<u>bttps://www.usac.org/e-rate/serviceproviders/</u>

#### 8) RespondentResponsibility IDEA expects n0 Tw0 Tc10 Tc 0 Tw 5.27 0 Td ()Tj 0.085 Tc 0.139 Tw 0.All

*Note:* <u>Only</u>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<u>bttps://www.usac.org/e-rate/service-providers/</u>

#### 11) Ontract Term

TheAgreement(s) resulting from this RMAII be in effect as of a date established by mutual consent of IDEA and selectedendor(s)/Contractor(s). The initial project term is expectedetone(1) year with the option to renew. At its sole discretion, IDEA may renew this contract top to an additional two (2) consecutiveyears if the services have not been delivered or completEdch renewal shall be effective for or(e) additional year effectiverom [term, e.g., July 1 through June 1 of any given year IDEA shall convey via written notice to the selected Vendor(s)/Contractor of IDEA's intent to renew, nonrenew, amend the Agreement, or terminate.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

d Æ • μ š]}v } '®îîXìôïð Œ (μ]Œ • vš]š] • šZ š }všŒ š š Schools to eithe(i) obtain named based criminal history and/or fingerprinting record information 13)Insurance Requirements

- a) <u>No Insurance Requirements as to ID</u>EA governmental unit as defined by Texas Civil Practice and Remedies Code1§1.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, ChapterTexas 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) Vendbr/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):
  - i) <u>General Liability</u>: Vendor/Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, **axod** tractual liability, with the following minimum limits: \$1,000,000.00per occurrence and \$2,000,000.00general aggregate. The policy shall include liability arising out of premises, operations, independent

Such policy shall name IDEAs an Additional Namebhsured and include a Waivef Subrogation Clause.

iii)Workers' Compensation: Ven

# Section 1: Overview

Α.	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 in indugation each product submitted for approval the manufactures name and part number, includin options and selections.
- 4. Cut-sheets or catalog data illustrating the physical appearance, size, function, compatibility, standards compliance, and othrefevant 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, includilogulations, schematics, risers, sequences, or other data.
- 6. When the contract requires extended product warranties, submit a sample o 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

	<ul> <li>B. Upon completion of the installation, and prior to final inspection, the Vendor/Contractorshall furnish asbuilt drawings.</li> <li>C. In addition, the Vendor/Contractorshall 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 rest, 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 term. Place final cable certification test results in manuals.</li> <li>D. All cable paths and wiring methodology shall be documented. All cables shall have both ends labeled and included in the tasilt documentation. Provide an MS Exce worksheet compatible formatps eadsheet file cross referencing all cable run numbers, architectural room number, and owners room number for the origin and destination of each cable run.</li> <li>E. A formal onsite training session shall be provided by the Vendor/Contractor on the documentation, location, inspection, maintenance, testing, and operation of all system components. Provide a minimum of two (2) hours of documented general instruction.</li> </ul>
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 Floridacode, and local codes.
B. 2. 3	The Vendor will provide materials and equipment that is new and will conform to EndA, 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 **ar 28**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 102ch (483mm) equipment rack with universal hole spacing.
- E. The modular patch panel will be installed above and below switcheso 24 patch panels shall be installed above the top switch and below the bottom switch in each rack. 46 ort patch panels shall be installed between switches in each rack.
  - 1. CommScope CPPDDM2U-48 Patch Panel, 48 port capproved equal
  - 2. CommScope CPPDDM1U-24 Patch Panel, 24 port capproved equal
- F.

	All fiber optic rack mount enclosures shall be CommScope. All adapter panels shall be CommScope for Multinode applications. All rack mount enclosures shall be CommScop Uniprise Ready enclosures.
	CommScope SDU Enclosure or approved equal DF room sandard) CommScope SDU Enclosure or approved equal CommScope SDU Enclosure or approved equal
B.7.1.4	Fiber Patch (Equipment) Cords
	All fiber optic patch cords shall be duplex CommScope fiber patch cords. Connector typ be CommScope LC connectors for Muttibde applications. All fiber patch cords shall be CommScope factory assembled and tested, and supplied for each terminated fiber connection, plus 15%. Lengths shall be <b>3</b> meters.
B.7.1.5	Fiber Pigtail Kits
	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.
	CommScope FAXLCUGR003 Pigtail Kit (50m) or approved equal
B.7.2	Cable Management
-	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 rack

	equal with 3/4" bolt-hole spacing and #6 AWG green insulated copper v to the building ground.
B.7.2.2	Cable Tray
I	A. The Cable Tray in a Telecommunications Room / Equipment Room shall be pla

A. The Cable Tray in a Telecommunications Room / Equipment Room shall be pla 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

		exceed 800 meters (90 meters for data) as specified under TIAGERA. The type of backbonedfer 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.
	B.8.1	Fiber Backbone
1	1	The type of fiber cable used shall contain Lagetimized 50 micron OM Multimode fiber. Termination enclosure will be located at the top of the rack housing the network equipment in the Telecommunications Room.

Termination enclosure shall be located at the top of the rack housing the network equipment in the Equipment Room.

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).

X D Æ]uµu d v•]o ^šŒ vPšZ ~Hð (] Œ••W

During Installation: 1335 Newton (300 lb. force) (no irreversible change in attenuation). Long Term: 400 N (9b. 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. Maxinum Tensile Strength (36 <sup>3</sup> fibers <sup>3</sup> 48):

During Installation: 3560 Newton (800 lb. force) (no irreversible change in attenuation). Long Term: 1068 N (24b. force).

X D Æ]uµu d v•]o ^šŒ vPšZ ~Hòì (] Œ••W

During Installation 4450 Newton (1000 lb. force) (no irreversible change in attenuation). Long Term: 1335 N (300. force).

6. Bending Radius:

During Installation: 20 times cable diameter.

No Load: 10 times cable diameter.

L046r6D(ad))2(300)6.1 2.2 .8 (35)H6eB4dT: 13C.8 (2ad)2.3 (:)mi0.001:.s

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

B.8.7

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

K.

B. As per industry standardIEC 6130<sup>CD</sup>-35 during optical fiber connector termination, certify, all terminations with a 20<sup>CD</sup> wer microscope (minimum).

- D. The cable tester shall be ETL verified to IEC Level V accuaptyroved 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 b included in the closout documentation. Testing shall be conducted with a Fluke DSX5000 with OLTS and OTDR functions, or approved equal, permanent link adapters, highperformance channel adapters, termination generations, 8pin modular couplers and analysis software. Certifications shall include the following parameters for each pair of each cable installed:
  - 1. Z CE š CE]•š] /u‰ -157% íìì O = I
  - 2. Wire map (pin to pin and ground connectivity)
  - 3. Cable Length Permanerithk 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 an**daries** 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 iedlindbids.

# Liabilities

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

#### Assignmentof 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 all, 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 ighest

### OSHA Compliance / Material Safety Data Sheets

a) The article(s) covered in this bid must conform to the safety orders of the Division of OccupationaSafety and Health of the State of Texasd 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 TexaSommercial 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 supplære defective in material or workmanship or

a)

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

Ρ

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 CIQ and instructions can be found on the Texas Ethics Commission website at

prevent or otherwise restrain a breach of this Agreement, but on NDE Ais not in breach of this Agreement.

Entire Agreement: The written Agreement resulting from this RFP as well as these stan**etans** 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 agr(d)]TJ 0 Tc 0 13 (a)4.1 94 (if)-(e)9 (b)-Tc 0wer 613 (a)4esl asheheritte

DESCRIPTION, CLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SE ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULT VENDORS/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND TH CAUSEDN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEG OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLO VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIAE PROVISIONOF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY O INDEMNIFICATION OR RIGHT WHICH ANNY DEEMANITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPECTION OR EXPIRATION OF AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

Ineligibility for Nonpayment of Child SupportPursuant 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 Certificationmust be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete his form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to IDESeeAttachment Icontained 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 Argement 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 coofferming. In such event that goods and/or services are considered roomforming, 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 eplace any noriconforming goods and/or services. IDEA may also (C)4 (o)80 in C

and actons, 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 LIMIT ON THE MATHORITY OF ID APPUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER I CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, TERMS AND CONDITIONS RELATING TO LIENS OP ROPERTY; 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 deliveredor the services were rendered.

Payment will not be remitted until all

it is a regular business practice of the service provider." Vendors may include "Continferentic

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 ERate application cycles pending funding notification from the Schools an

a) Vendor/Contractor agrees to maintain the confidentiality of "personal identifying information" and "sersitive 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 Employeeata.

<u>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 Studeont Employee</u>

- 15. AttachmentO Criminal History Review of Vendor/Contractor Employees and Certification
- 16. AttachmentP Reference Sheet
- 17. Attachment Q -Recent and Ongoing Projects
- 18. Attachment R +Litigation, Terminations, Claims
- 19. AttachmentS Proposed Pricing
- 20. Attachment T W9 Form
- 21. AttachmentU—Deviations and Exceptions
- 22. Attachment ∀ Independent Contractor Agreement
- 23. E1 FormProposal Signature PageForm A
- 24. E2-Out of State CertificateFormB

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'sRequest for Proposals #9-RFPEC20124 forE-Rate Cat 2 Equipment & CablingForm 470 #240001146 ForIDEA Public Schools, Inc. Texas

Submitted By:

(Full Legal Name of Vendor/Contractor)

On:

(Date of Proposa Submission)

# Attachment B -Vendor/ContractorInformation

Vendor ContractorInformation:					
1.	Vendor/ContractorLegaName:				
2.	Vendor/Contractord/b/a (if applicable):				
3.	Employer Identification Number:				
4.	Street Address:				
5.	Oty, State, and Zip Cod <u>e:</u>				
<u>Additional Requirement</u> s: Proposal must include name of each person with at least 25% owners <b>t/iendi</b> or/Contractor.					
Name:					
Na	me:				
Na	me:				
Na	me:				

Attachment C -Vendor/ContractorCertification

# Attachment D - Proof of Insurance and/r Bonding

# Attachment E -Certification Regarding Drugree 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 Vend@ontractorcertifies it will provide a drugree workplace by:

- Publishing a policy statement notifying employees that the unlawful manufactist bution, 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 druge awareness program to inform employees of the dangers of drug abuse in the workplace, Vendo Contractor's spolicy of maintaining a drug 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 Vendo Statement.
- Notifying the employees through Vendo@ontractor'spolicy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendo/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace.
- Notifying IDEA within ten (10) days of Vend@contractor'sreceipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participat-4 (at)6 (o0(o) (n)-4 (e)6)10 (n)-3.9 (y)4 ( c)4 (o)

### Attachment F – Mn-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.

Lega/Vendor/ContractorName

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 CodenSection1.

# AttachmentG –IDEA Conflict of Interest Form

By signature of thigroposal, Vendor/Contractorovenants and affirms that:

- No manager, employee or paid consultant of Vendor/Contraistarmember of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Ven@contractoris married to a member of the IDEA Board of Directors, IDEA's Chief Executive@contractoris married to a member of IDEA.
- No member of the IDEA Bod of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Ven/@orntractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Exectifitizee, Coor any employee of IDEA owns or controls mohatt 10% in Vendo Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Exectifitizee, Gor any employee of IDEA receives compensation from Ve/Comtractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendo/Contractor has disclosed within thereposal any interest, fact or circumstance which does or may present a potential confs p t

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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 176.40)1(/Ith a local governmental entity and the hdor/Contractormeets 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 then/dor/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/endor/Contractor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fibut the Conflict of Interest Form CIQ and submit with the opperation.

The Conflict of Interest Form CIQ and instionscan be found at the following link: <u>https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf</u>

# Attachmentl - Child Support Certification

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

## AttachmentJ – Equal Opportunity and Nondiscrimination

Vendo/Contractorpromotes 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

Α

## AttachmentM – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Vendots (Ctors receiving individual awards, using federal funds, and all -sectipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department 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 <a href="https://sam.gov/content/home">https://sam.gov/content/home</a>

# 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 **bats**icof pay for all hours

# AttachmentO – Criminal History Review of Vendord montractor Employees

Texas Education Code §.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@tractor or subcontractor who (1) as or will have continuing duties related to the contracted services an@tag) 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 hat would prevent a person from obtaining certification as an educator under Texas Education Code 60, 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 Chap**46**1, Teas 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 schoolhsored 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 regisse sex offender.
- 4. An offense under the laws of another state or federal law that is approved **equari** offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 1% ears 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 §2.0834 prior to be

## CRIMINALHISTOR REVIEW OF ENDOR CONTRACTOR MPLOYEE SERTIFICATION

#### MEMORANDUM OF UNDERSTANDING COMPLIANCE WITH CRIMINAL HISBADERGROUND CHECK REQUIREMENTS

WHEREAS, Texas Education Code ("TE22")\$34 requires/endors/@ntractors providing services to IDEA Public Schools ("IDEA") to facilitate a national criminal history record information review for any Vendor/@ntractor 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 Agreementand

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

WHEREAS, pursuant to Texas Government Code ("T&CI)0§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 protocontractor

### Attachment Q -Recent and Ongoing Projects

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

Customer/Client School or Organization/Entity Name			
Contact Person	Phone Number	Email Address	
	Customer/Client School or Organiza	ation/Entity Name	

Phone Number	Email Address
Customer/Client School or Organiza	ation/Entity Name
Phone Number	Email Address
	Customer/Client School or Organiza

4.

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-

AttachmentT – Respondent's W-9

The ₩

### AttachmentU-Deviations and Exceptions

If the undersigned Vendor/Contractomtends to deviate from thes

#### Form B E.2 Out of State Certification

Tom 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

A. Does your "resident state" require Vendors whose principal place of business is in Texas to underbid Vendors whose resident busi 9.986.76mndn7Y3ustid118 >2dusi ent6 3e6mnd2.566mnd2.398.28 Tmnd2.398.28 Tr

Zip

### Part VIII: APPENDICES

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

#### 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 Eate 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 Customer Service, 886203-8100."

# **Appendix BFloor 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(4) projector, (1) teacher workstation data, (1) WAP Room TypesClassroomsRise, Support Services, Library, Computer Lab, Flex	
Bolitini ((10)220001120 (120) Sant)		

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

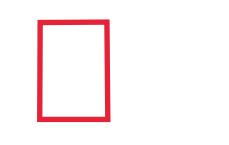
Purpose	Color	Quantity	Commscope #
Wireless Access Points	Green		UC1AAA204F010
(CAT6A*)			
Projectors	Purple		UC1BBB20LF010
Analog(security/fire/	Orange		UC1BBB206F010
elevator xconnect)			
Security Cameras	Yellow		UC1BBB209F010
Intercom	White		UC1BBB208F010

#### Blue CAT@atch 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 dropcolor varies refer to work area patch cables for quantities and considerations;

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



## . . . . . . .

## END OF IDEA PUBLIC SCHOOLS RFP