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## Table of Contents

PART I – GENERAL INFORMATION AND INSTRUCTIONS .....	3
PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS .....	11
Scope of Work.....	11
Section 1: Overview .....	13
PART III – PROPOSAL SUBMISSION AND REQUIREMENTS .....	13
PART IV – EVALUATION CRITERIA.....	19
PART V – GENERAL TERMS AND CONDITIONS .....	20
PART VI – GENERAL INFORMATION & SUPPLEMENTAL TERMS AND CONDITIONS.....	26
PART VII – REQUIRED ATTACHMENTS.....	31
Attachment A – Title Page.....	33
Attachment B – Vendor/Contractor Information.....	34
Attachment C – Vendor/Contractor Certification and Signature Page .....	35
Attachment D – Proof of Insurance and/or Bonding.....	36
Attachment E – Certification Regarding Drug-Free Workplace.....	37
Attachment F – Non-Collusion Statement.....	38
Attachment G – IDEA Conflict of Interest Form .....	39
Attachment H – Conflict of Interest Form CIQ .....	40
Attachment I – Child Support Certification .....	42
Attachment J – Equal Opportunity and Nondiscrimination .....	43
Attachment K – Felony Conviction Disclosure Statement.....	44
Attachment L – Certification Regarding Lobbying.....	45
Attachment M – Debarment or Suspension Certificate.....	46
Attachment N – Contract Provisions for Contracts Involving Federal Funds.....	47
Attachment O – Criminal History Review of Vendor/Contractor Employees .....	68
Attachment P – Reference Sheet .....	71
Attachment Q – Recent and Ongoing Projects.....	73

Attachment Pi

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## 2) Rationale for RFP

Upon consideration of the requirements for the procurement type /Footer /Type /01 Tc DE5 Tc 0.005 T.PP (0

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- d) Submission of Proposals. Proposals shall be submitted via the web-based software portal, [Tyler Munis Self Service](#). A signed, submitted Proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in this RFP. Proposals shall be received no later than **2:00 PM CST on Monday, December 4, 2023**, along with the requisite signature pages, required attachments, and certification forms. Proposal envelopes received by mail must be clearly marked with this RFP number and title and addressed as indicated in this RFP. Late Proposals will **not** be accepted. Faxed or emailed Proposals will **not** be accepted. Deviations from any terms, conditions and/or specifications, although discouraged, shall be conspicuously noted in writing by the Respondent and shall be included with the Proposal in **Attachment U**.
- e) Use of Brand Names. The use

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(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 agree st.23 0 Tc 0.015 TwFi Qspondef (A)4 ubdeartu2 ( stns)6 ( )13 (r)]TJ0 T



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and [Public Purchase](#). IDEA will not answer questions verbally and any informal oral answers provided by IDEA or its agents shall not be





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## 11) Insurance Requirements

- a) No Insurance Requirements. As a g



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## Section1: Overview

### PART III PROPOSAL SUBMISSION AND REQUIREMENTS

1) **Proposal Submission** (Faxed or emailed Proposals will not be accepted).

Proposals may be submitted using the [Tyler Munis Self Service](#) website, [Public Purchase](#) or by sending a hard copy to:

IDEA Public Schools  
Attn. Purchasing Department-RFP 10-ECSM-0124  
2115 West Pike Blvd  
Weslaco, TX 78596

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

- a) One (1) clearly identified hard copy ORIGINAL of the Proposal.
- b) One (1) copy of the Proposal on FLASH DRIVES, marked with Respondent's name. see P4.72

**Note: Only USAC vendors qualify to bid. Any potential bidder will need to create an account**

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

## Prices

- a) All prices and notations must be typed or written in ink. Verify all prices before submission,





## 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 responsive and responsible Vendor(s). The "District" reserves the right: (1). to award bids received on the basis of the ~~entire contents of the bid~~

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## 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 otherwise not in conformity with the requirements of this contract, the "District" shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the "District", corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- c) If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the "District" either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the "District" thereby; or (2) may terminate the contract for default as provided in the clause of the contract entitled "Default
- d) Unless the Vendor corrects or replaces such supplies within the delivery schedule, the "District" may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
- e) Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

## Permits and Licenses









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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, NEGLIGENCE





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- 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/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

**Product Recall:** Vendor/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**Purchase Order Required:** Orders/requests may be submitted by

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Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

**Texas Public Information Act:** Vendor/Contractor acknowledges that IDEA is a public school subject to requests for informa

















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## Attachment B Vendor/Contractor Information

Vendor/Contractor Information:

1. Vendor/Contractor Legal Name: \_\_\_\_\_
2. Vendor/Contractor d/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: \_\_\_\_\_

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## Attachment C Vendor/Contractor Certification and Signature Page

I, the undersigned authorized representative of Respondent, submit this Proposal and have read the specifications, which are a part of this RFP. My signature certifies that I am authorized to submit this







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## Attachment G -IDEA Conflict of Interest Form

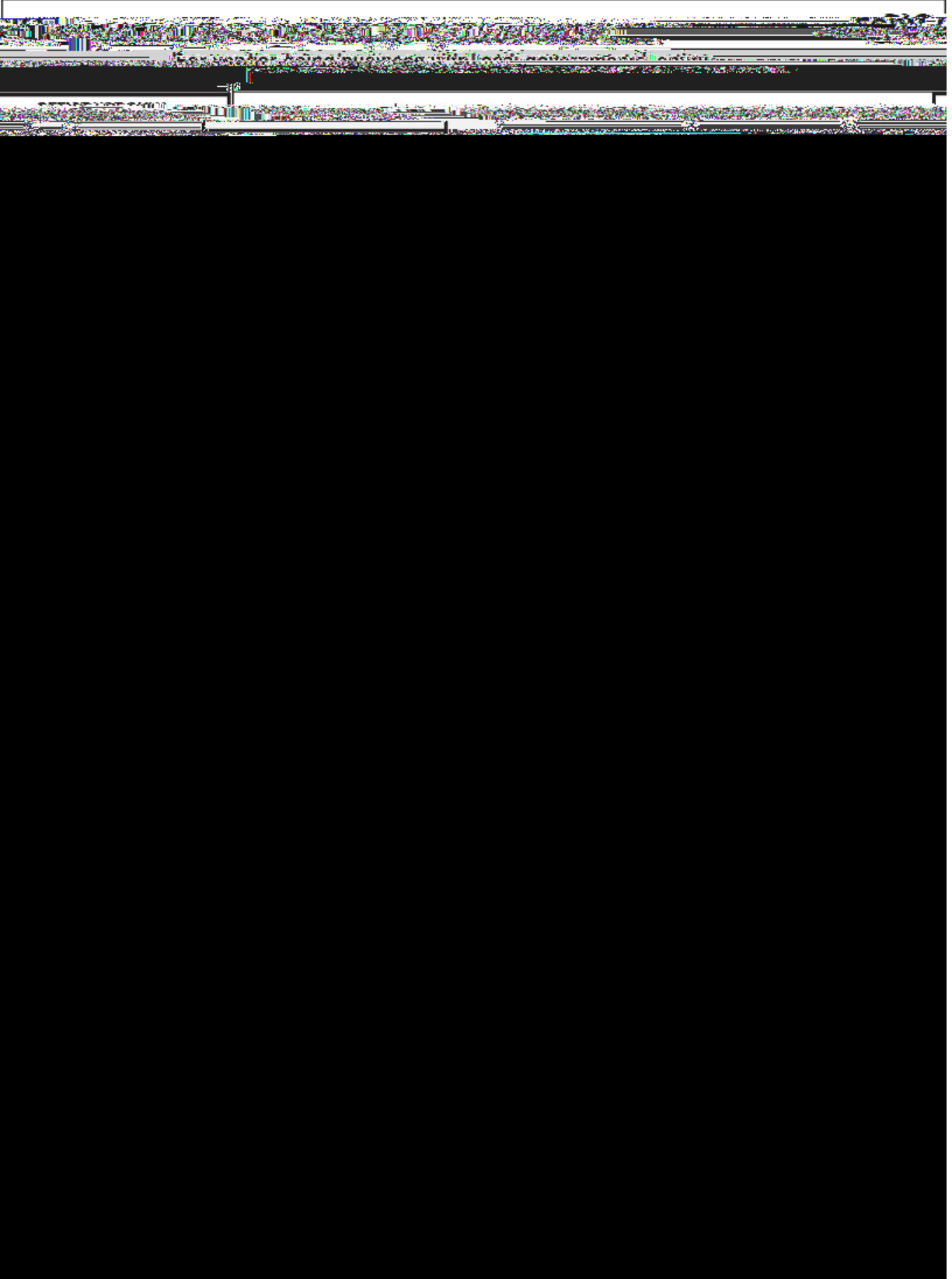
By signature of this Proposal, Vendor/Contractor covenants and affirms that:

- x No manager, employee or paid consultant of Vendor/Contractor is a member of the IDEA Board of Directors or an employee of IDEA.
- x 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.
- x No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA is a manager, employee or paid consultant of Vendor/Contractor.





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## Attachment L - 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)

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Attachment M –Debarment or Suspension

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Attachment N -Contract Provisions for Contracts I4 (c)6T8gl7 (ov)-.7 (4





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requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

---

Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative



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## CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

Please complete the information below:

I, the undersigned agent for the legal entity named below certify that [check one]:

None of the employees of Vendor/Contractor and any subcontractors are



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## Attachment P -Reference Sheet

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools or ISDs) that have used your services. IDEA would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred:

9 TonTf11 1 62 (era5s 3a5685.29Tth(1)6B5129Tn(0)TjBB156 Dv 8118T0Tt((at)60(1001)423(2)-P37s)(122t7-Ser)55700TfTt17,0M06(1)Tj0)001758(cj)2l(3h)39T(0)933

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3.

Customer/Client School or Organization/Entity Name

Street Address

City

State

Zip

Contact Person

Phone Number

Email Address

Project Scope

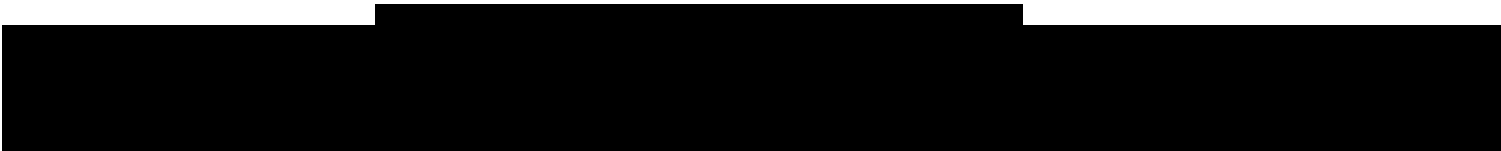
---

Dates of Contract

4.

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Customer/Client School or Organization/Entity Name









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## Attachment R Litigation, Terminations, Claims

Respondent shall list any project completed in the past five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were

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4.

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Customer/Client School or Organization/Entity Name

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Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_

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5.

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Customer/Client School or Organization/Entity Name

---

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_

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6.

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Customer/Client School or Organization/Entity Name

---

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: \_\_\_\_\_

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## Attachment S Proposed Pricing

Respondent shall provide pricing / price schedule referencing: "ATTACHMENT "S" in its submitted Proposal.

### FORM OF PROPOSAL CLOUD NATIVE FIREWALL AS A SERVICE PLATFORM

**Instructions:** Bidder shall submit unit price and software developer/manufacturer product information for the specified items as listed. Unit price shall be the full unit price (USAC obligation + SBAC obligation), not accounting for the SPI billing method. The portion of the E-Rate eligible items listed below that shall be the basis of the District issued purchase order shall be determined by the USAC funding letter (extended amount of E-Rate eligible item, less USAC "discount"). 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. Unless otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of the contract.

<b>ERATE eligible SKU (or equivalent)</b>					
Item #	Description	Est Qty.	U/M	Unit Cost	Extended Amount
1	iboss Complete FWaaS Education Bundle 3 Year license, Mfg #IB-ZT-COMplete-FWaaS-3Y;	78,118	Each	\$	\$
2	iboss FWaaS Design and Implementation Services, Mfg#: 14700-FWaaS-DESIGN-PRO-SERVICES	12	Hours	\$	\$
<b>ERATE Ineligible SKU (or equivalent)</b>					
1	iboss Complete FWaaS Education Bundle 3 Year license, Mfg #IB-ZT-COMplete-FWaaS-3Y; (non-instructional)	2,500	Each	\$	\$
3	iboss 3-year content filtering license add-on for FWaaS 3-year #iboss Content Filtering Add-On for FWaaS-3Y;	10,113	Each	\$	\$

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## Attachment T - Respondent's ~~W9~~

The W-9 is an official form furnished by the IRS for employers or other entities to verify the name, address, and tax identification number of an individual receiving income. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

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



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## Attachment U – Deviations and Exceptions

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

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

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

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







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## Part VIII: APPENDICES

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

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

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## Appendix A: Vendor-Erate Service Provider Number Requirement

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

