



## Request for Proposals (RFP)

**Managed Services, Networking Equipment and End User Devices**  
**Issued by: Great Hearts Schools of America**

### **Great Hearts - Maryvale Prep**

Proposal Closing Date:  
03/26/2026 2:00 pst

Great Hearts - Maryvale Prep, Part of the Great Hearts of America network, is accepting Proposals from qualified and experienced Vendors/Contractors to provide Managed Network Services and Internal networking equipment for the Great Hearts Schools Located in Arizona and Louisiana with expansion plans for Florida and Utah.

Great Hearts - Maryvale Prep ("Great Hearts") reserves the right to revise and amend the specifications prior to the date set for the receipt of Proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission, or other error(s) in this RFP in writing and at least 10 business days in advance of the submission deadline. Revisions or amendments, if any, will be made by issuing an addenda that is posted on Great Hearts website and the E-Rate Productivity Center portal (if required). Every effort will be made to also send the addenda issued to the parties known to have been furnished a complete copy of this RFP. It is the responsibility of each Respondent, prior to submitting the Proposal, to check Great Hearts website to determine if an addenda was issued and, if so, to obtain such addenda.

Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to the **designated rfp contact** Hank Lawrence [hank@ecserate.org](mailto:hank@ecserate.org). All inquiries must be sent via email and should have the subject line read: **Questions – GH Harveston Managed Services 2026MENQ 470# 260024924**. To provide GREAT HEARTS sufficient time to adequately prepare responses to Vendor/Contractor inquiries, all questions must be submitted by 03/30/2026, **no later than 2:00 PM PST**. Contact with GREAT HEARTS personnel other than the designated contact regarding this solicitation may be a reason for elimination from the selection process. Any prospective Respondent detecting conflict or ambiguity in this RFP should notify the **designated RFP contact**, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum.

### **Technology that Servies Our Teachers and Staff**

Great Hearts is seeking a Services Provider who delivers reliable, high-quality support with the personal, human-centered service our schools value. We are not looking for a partner to reshape our organizational operations, but rather a provider who offers consistent, attentive support that reduces burdens on teachers and staff.

We appreciate a provider committed to thoughtful refinement of their service, improving efficiency and responsiveness, while maintaining the people-first interaction essential to the Great Hearts community. Above all, this partnership should ensure technology simply works, allowing educators and school leaders to stay focused on students.

For clarity, these expectations reflect the broader relationship Great Hearts seeks and fall outside the scope of eRate eligible services. The eRate evaluation will apply only to the eligible operational and technical components required under the program.

**Managed Services**  
**2026MENQ**

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## PART I – GENERAL INFORMATION AND INSTRUCTIONS

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### 1) Introduction and Purpose

Great Hearts - Maryvale Prep (“GREAT HEARTS”) is part of the Great Hearts of America network and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. GREAT HEARTS is an open-enrollment charter holder, governmental entity and public school system. GREAT HEARTS prepares its students for success in the pursuit of Truth, Goodness, and Beauty. GREAT HEARTS – Harveston is based in Baton Rouge Louisiana and services approximately 550 students.

Please note that Respondents are not required to bid on each RFP element. For any type of good and/or service it does not wish to bid, please indicate “No Bid” for that cost element.

Respondents are required to meet all stated purchasing requirements and are encouraged to recommend innovative solutions or alternatives that may provide improved performance, efficiency, or cost savings for GREAT HEARTS

### Response Format Guidelines

Throughout the RFP, vendors will find designated Question Tables that require written response. To support a consistent and efficient evaluation process, respondents must copy all questions and answers directly into an editable spreadsheet that mirrors the tables. This format enables GREAT HEARTS to conduct clear, side by side comparisons across all proposals and ensures a uniform evaluation experience. After completing all response, vendors must submit both the editable spreadsheet with their responses and a PDF of the same.

### 2) Tell us about yourself

#### Table A - General Information ... - Tell us about yourself

This section captures key information about the Respondent’s organization, including company ownership, primary location and overall operational capacity. Please provide accurate and current details to help GREAT HEARTS assess organizational strength and service readiness.

A	Question	Response (limit 32,767 characters)
1	Name(s) Your company’s name and any active or retired DBAs associated with your organization. When listing retired DBAs, please identify as retired.	
2	Ownership Name of each person with at least 25% ownership of vendor.	
3	International Does your organization have an international presence? If applicable, list all countries where your offices are located.	
4	Workforce Stability Describe your staff retention and	

A	Question	Response (limit 32,767 characters)
	turnover trends for teams supporting services similar to those proposed, including how you ensure continuity of service when staff changes occur.	
5	Location The central, regional and/or campus location(s) where goods and/or services will be provided for GREAT HEARTS	
6	Project Management A description of the approach that will be taken pertaining to project management and implementation.	

**Litigation, Terminations, Claims**

Respondent shall list any project completed in the past **two (2) 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 reported against Respondent’s insurance by Customer/Client or Organization/Entity

**Table B General Information .... - Litigation and Termination**

GREAT HEARTS seeks transparency regarding performance risk. Disclosure of the items below is not, by itself, disqualifying. Vendors are encouraged to provide context and resolution outcomes.

B	As a Vendor/Contractor respondent to this RFP...	Response: (limit 32,767 characters)
1	Response 1 <ul style="list-style-type: none"> <li>• Entity Name (or “confidential client”)</li> <li>• Contact Person (or “confidential client”)</li> <li>• Phone (time zone) (or “confidential client”)</li> <li>• Contact person Emal (or “confidential client”)</li> <li>• Brief Description of Event or Issues</li> <li>• Vendor position / defense summary</li> <li>• Current status (open /settled /dismissed/resolved)</li> </ul>	
2	Response 2 <ul style="list-style-type: none"> <li>• Entity Name (or “confidential client”)</li> <li>• Contact Person (or “confidential client”)</li> <li>• Phone (time zone) (or “confidential client”)</li> <li>• Contact person Emal (or “confidential client”)</li> <li>• Brief Description of Event or Issues</li> <li>• Vendor position / defense summary</li> </ul>	

<b>B</b>	As a Vendor/Contractor respondent to this RFP...	Response: (limit 32,767 characters)
	Current status (open /settled /dismissed/resolved)	

### 3) References

Respondent shall submit a minimum of **three (3)** verifiable references. It is desired that if Respondent has performed this type of service previously, those references be listed. It is recommended that Respondent provide references that are similar or as closely related to this unique RFP, if possible.

Please notify the individuals listed as references that they may be contacted by a member of the GREAT HEARTS Academies RFP Evaluation Team. References should be aware that they may receive an email and/or phone call or follow-up communication during the evaluation period.

**Table C - General Information and Instruction – References**

<b>C</b>	As a Vendor/Contractor respondent to this RFP...	Response: (limit 32,767 characters)
1	Reference 1 <ul style="list-style-type: none"> <li>• Name</li> <li>• Organization / school</li> <li>• Industry</li> <li>• How long have you known this individual</li> <li>• Email</li> <li>• Phone (time zone)</li> <li>• Why did you select this individual to be a reference?</li> </ul>	
2	Reference 2 <ul style="list-style-type: none"> <li>• Name</li> <li>• Organization / school</li> <li>• Industry</li> <li>• How long have you known this individual</li> <li>• Email</li> <li>• Phone (time zone)</li> <li>• Why did you select this individual to be a reference?</li> </ul>	
3	Reference 3 <ul style="list-style-type: none"> <li>• Name</li> <li>• Organization / school</li> <li>• Industry</li> <li>• How long have you known this individual</li> <li>• Email</li> </ul>	

C	As a Vendor/Contractor respondent to this RFP...	Response: (limit 32,767 characters)
	<ul style="list-style-type: none"> <li>• Phone (time zone)</li> <li>• Why did you select this individual to be a reference?</li> </ul>	

#### 4) Response Format Guidelines

Throughout the RFP, vendors will find designated Question Tables that require written response. To support a consistent and efficient evaluation process, respondents must copy all questions and answers directly into an editable spreadsheet that mirrors the tables. This format enables GREAT HEARTS to conduct clear, side by side comparisons across all proposals and ensures a uniform evaluation experience. After completing all response, vendors must submit both the editable spreadsheet with their responses and a PDF of the same.

#### 5) Objectives

GREAT HEARTS has always been a careful steward of the funds entrusted to us and continually seeks opportunities to reduce overhead while maximizing value. As we enter a period requiring even greater fiscal conservatism, driven by rising costs in areas such as employee benefits, essential supplies, and our continued commitment to investing in our teacher, we seek a partner who shares this mindset. The selected vendor must demonstrate not only operation excellence but also commitment to identifying internal efficiencies within their own organization and a willingness to pass those gains forward to GREAT HEARTS through cost stabilization or cost reduction.

Utilizing the Request for Proposals (RFP) method of procurement, GREAT HEARTS is requesting Proposals from Respondents for:

- Managed Internal Broadband Services
- Internal networking equipment
- Cabling
- Basic Maintenance of Internal Connection

All interested parties may access this RFP package online at the following address:

[Bid Opportunities & RFPs - GREAT HEARTS Public Schools](#), or [USAC.ORG](#)

Interested bidders are welcome to bid on individual request or as a single solution vendor.

**Table D - General Information ... – conservative pricing**

D	As a Vendor/Contractor respondent to this RFP...	Response (limit 32,767 characters)
1	Given GREAT HEARTS' commitment to fiscal conservatism, outline how your company will partner with us to reduce overhead cost while maintaining high service quality.	
2	Describe the internal cost saving measures or overhead reductions your organization has implemented in recent years. Please provide at	

D	As a Vendor/Contractor respondent to this RFP...	Response (limit 32,767 characters)
	least 1 specific example demonstrating how these efficiencies were achieved.	

**6) Funding Authority**

GREAT HEARTS 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 approved quotes or purchase orders issued under said contract(s).

**7) Rationale for RFP**

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

- a) The selection of the successful respondent will not be made primarily on the basis of price.
- b) The purchasing requirements cannot be described by detailed specifications.
- c) GREAT HEARTS requires that each respondent provides innovative solutions to address the purchasing requirements set forth in this RFP.
- d) GREAT HEARTS anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements.

**8) Proposal Submissions**

- a) Proposal Response Requirements. Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal must be submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that GREAT HEARTS has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.
- b) Eligible Respondents. Respondents who meet the technical requirements of this RFP, are not debarred or suspended and can lawfully conduct business for the purpose of this contract are invited to submit a Proposal. Vendors are not required to be authorized in every state within the Great Hearts footprint; however, they must be willing and able to obtain any required business authorization or establish a local presence, directly or through subcontractors, prior to contract award. Submitting a Proposal affirms the vendor’s responsibility and good standing

**Table E General Information ... – Eligible Respondents**

E	As a Vendor/Contractor respondent to this RFP...	Vendor/Contractor Response: "Yes" or "No" or "Will Obtain – with explanation"
1	Does your organization possess or is able to obtain adequate financial resources to perform under this RFP?	

E	As a Vendor/Contractor respondent to this RFP...	Vendor/Contractor Response: "Yes" or "No" or "Will Obtain – with explanation"
2	Does your organization have a satisfactory record of integrity and ethics.	
3	Is your organization in good standing with the applicable Federal, state, and Local agencies and associations.	

- c) Required Format. To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content. Failure to include these items may result in disqualification. For details, see **Part III, paragraph 2, Proposal Requirements.**
- d) Submission of Proposals. Proposals shall be received by mail at Great Hearts –[Maryvale Upload](#) use of brand and manufacturer’s names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, GREAT HEARTS will consider Proposal to be as specified. Illustrations and complete description must be included with the Proposal if proposing other than specified.
- e) Costs incurred. All costs incurred in the preparation and submission of the Proposal shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Respondent.
- f) Proposed Costs. Respondent shall provide information on all costs that GREAT HEARTS may incur related to providing the requested goods and/or services herein. Respondent will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect GREAT HEARTS to incur any costs, the Proposal shall state “No costs to GREAT HEARTS.” Costs should be submitted utilizing or referencing **Attachment N**. Per Unit Pricing is requested for goods and services that can be individually identifiable. Per unit cost will be utilized when conducting bid evaluations
- g) Discounts. Although GREAT HEARTS may take advantage of any discount offered by Respondent for payment in less than thirty (30) calendar days, GREAT HEARTS shall not consider discounts offered by Respondent during the evaluation of the Proposal submitted. GREAT HEARTS will only evaluate Proposals based on the criteria set forth in **Part IV** of this RFP.

- h) Tax Exemption. Great Hearts Louisiana is a tax exempt entity. The vendor must list all applicable taxes and fees as a separate, clearly identified line item. If any taxes or fees are embedded within cost projections, those amounts will be included in the award tabulation. However, taxes and fees presented as a separate line item will not be added to the total cost for evaluation purposes.
- i) Withdrawal of Submitted Proposal. A Respondent may withdraw their Proposal any time before the RFP closing date and time by submitting a written withdrawal request to the designated RFP contact. However, once the RFP has closed, all submitted Proposals, including all pricing, must remain firm and valid for 120 days. During this 120 day period, Respondents may not withdraw or modify their Proposal.
- j) Proposal Constitutes Offer. A Proposal submitted in response to this RFP is an offer to contract with GREAT HEARTS, based upon the terms, conditions, and specifications of this RFP and Great Hearts standard terms and conditions. A Proposal does not become a contract unless and until it is accepted by GREAT HEARTS and approved by its Board of Directors (“Board”), as required by law and policy. Submission of a Proposal shall be construed to mean that the Vendor/Contractor agrees to carry out all conditions set forth in this RFP. By submitting a Proposal, Respondent affirms it has read and understands this RFP and terms and conditions set to govern the contract. Any proposed variation from the specifications, terms, and conditions shall be clearly identified in the Proposal (see **Attachment M**). 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 GREAT HEARTS 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, GREAT HEARTS expect to receive the goods and/or services exactly as specified.
- k) 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”). GREAT HEARTS reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If GREAT HEARTS is willing to consider or needs a contract draft tendered from Respondent, GREAT HEARTS will request this from Respondent, but contract terms must be consistent with this RFP and Great Hearts standard terms and conditions.
- l) Open Records. GREAT HEARTS is subject to Public Information Act, Proposals submitted to GREAT HEARTS in response to this RFP may be subject to release as public information after contracts are executed or the procurement is terminated
- m) Conflict of Interest. GREAT HEARTS and any prospective or actual Vendor/Contractor are required to comply with State and Local laws requiring disclosure of certain Relationships with Local Government Officials. Any Vendor/Contractor that does business or seeks to do business with GREAT HEARTS must timely complete and submit written notification
- n) Undue Influence. In order to ensure the integrity of the selection process, Respondent’s officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor/Contractor, directly or indirectly, through any contact with GREAT HEARTS Board members or officials from the date this RFP is released until the award of a fully executed and approved Contract. By submitting a Proposal, Respondent affirms that the Vendor/Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any GREAT HEARTS representative in connection with the Proposal submitted.

- o) Proposal Errors. Respondents will represent that its Proposal is a true and correct statement and contains no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, the Vendor/Contractor may be removed from consideration or from any approved Vendor/Contract list maintained by GREAT HEARTS.
- p) False/Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an accurate attribute or capability of Vendor/Contractor, may be rejected. If, in the opinion of GREAT HEARTS, such information was intended to mislead GREAT HEARTS in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP, GREAT HEARTS shall reject the Proposal.
- q) Proposal Signatures. The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal, Respondent represents and warrants that the individual submitting the Proposal and the documents made part of the Proposal is authorized to sign such documents on behalf of the Vendor/Contractor and to bind the Vendor/Contractor under any contract that may result from the Proposal submission. The signature should indicate the title or position that the individual holds in the entity.
- r) Rights Reserved by GREAT HEARTS and Restrictions on the RFP Process.
  - i) GREAT HEARTS reserves the right to cancel or withdraw this solicitation in whole or in part by issuance of a revised or amended RFP or a cancellation of this RFP.
  - ii) GREAT HEARTS reserves the right to select any Proposal, or combination thereof, it deems the best value and in the best interest of GREAT HEARTS, regardless of price. See **Part IV** for the evaluation criteria used in this RFP.
  - iii) GREAT HEARTS reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Respondents or to create a pool of approved Vendors/Contractors. See **Part I, paragraph 11, Selection of Vendor(s)**, below. The fact that GREAT HEARTS may make multiple awards should be taken into consideration by each Respondent and “all-or-none” combinations of goods and/or services will not be considered if not solicited.
  - iv) GREAT HEARTS reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of GREAT HEARTS. GREAT HEARTS further reserves the right to accept, reject, or negotiate modifications in any terms of a Respondent’s Proposal or any parts thereof.
  - v) GREAT HEARTS reserves the right to waive any formalities or technicalities if deemed in the best interest of GREAT HEARTS. GREAT HEARTS also reserves the right as sole judge of quality and equality.
  - vi) Prices changes must be approved by Great Hearts prior to delivery. Prices changes will be approved if the vendor can demonstrate that the increase is attributed to price increases by the Manufacture or Tariffs. GREAT HEARTS reserves the right to terminate the contract if price increases don’t meet these criteria

**Tentative RFP Timeline**

RFP Issue Date:	03/02/2026
Respondent Question Cut-Off Date:	03/26/2026 2:00 pm pst
Proposal Closing Date & Time:	03/30/2026]

## 9) Internal Security Measures

Protecting the integrity, confidentiality, and availability of GREAT HEARTS’ data is essential to our academic mission and operational stability. As a public charter network handling sensitive employee, financial, and student related information, we require partners who maintain rigorous internal security practices and consistently monitor and improve their controls. GHREAT HEARTS expects all vendors to demonstrate mature security processes, transparent risk management practices, and a strong commitment to safeguarding data throughout the lifecycle of the engagement. The questions below ensure that each respondent provides a clear view of their internal security posture and readiness to serve as a trusted partner.

GREAT HEARTS recognizes that certain security related information may be proprietary or sensitive. If a Respondent believes a question requests details that should not be publicly disclosed, the Respondent may indicate this in their response and provide a high level summary instead of specific technical detail. GREAT HEARTS reserves the right to modify, substitute, or clarify any security question if it is determined that the requested information exceeds what is reasonably necessary for evaluation.

**Table F General Information ... – Internal Security Measures**

F	As a Vendor/Contractor respondent to this RFP...	Vendor/Contractor Response: {limit 32,767 characters}
1	Describe your organization’s internal security framework, including key policies, processes, and technical safeguards that protect client data.	
2	<p><b>Executive Summary</b> If your organization maintains a current SOC 1 or SOC 2 audit, please indicate which reports(s) you hold and confirm your ability to provide the Executive Summary of SOC Findings, the high-level summary section outlining scope, audit period, key findings, and noted exceptions, please provide the auditors Executive Summary</p> <p><b>Bridge Report</b> Additionally, please confirm whether your organization can provide any applicable bridge reports covering periods following the audit to address changes, exceptions or remediation actions referenced in the summary.</p>	
3	<p><b>If No SOC – other assessment</b> If your organization does not</p>	

F	As a Vendor/Contractor respondent to this RFP...	Vendor/Contractor Response: {limit 32,767 characters}
	maintain a SOC 1 or SOC 2 report, please indicate whether you undergo any other 3 <sup>rd</sup> party security or compliance audits (e.g., IS 27001, HITRUST, or independent security assessments) Please provide the auditors Executive Summary	

### 10) RFP Clarification and Questions

Questions regarding the requirements specified in this RFP must be submitted via email at [hank@ecserate.org](mailto:hank@ecserate.org) no later than 03/26/2026 2:00 pst The email subject line should read: **Questions-470#260024924 GH Maryvale** . The Questions submitted by Respondents and answers prepared by GREAT HEARTS, along with any errata or addenda to this RFP, if applicable, will be posted on the GREAT HEARTS website at:. GREAT HEARTS will not answer questions verbally and any informal oral answers provided by GREAT HEARTS 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 GREAT HEARTS.

### 11) Addenda

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addenda or It is the responsibility of Respondent, prior to submitting a Proposal, to determine whether an addenda or errata was issued by checking [USAC.org EPC portal](https://www.usac.org/EPC-portal) . All Respondents shall comply with the requirements specified in any addenda or issued by GREAT HEARTS.

### 12) Respondent Responsibility

GREAT HEARTS expects Respondents to be thoroughly familiar with all specifications and requirements of this RFP. Respondent’s failure or omission to examine any relevant form, article, site, or document will not relieve Vendor/Contractor from any obligation regarding this RFP. By submitting a Proposal, Respondent is presumed to concur with all terms, conditions, and specifications of this RFP unless otherwise specifically stated in **Attachment M – Deviations and Exceptions**.

### 13) Contract Award

Email notice of award or otherwise furnished to the successful Vendor(s)/Contractor(s) results in a binding contract without further action required by either party. GREAT HEARTS further reserves the right to tender its own contract for products or services. GREAT HEARTS may not accept, and may reject, any contract or other written agreement submitted by a Respondent as part of its Proposal or offered by the successful Vendor(s)/Contractor(s). If GREAT HEARTS is willing to consider or needs a contract draft tendered from Respondent, GREAT HEARTS will request this from Respondent, but contract terms must be consistent with this RFP and Great Hearts standard terms and conditions.

### 14) Selection of Vendor(s)

GREAT HEARTS may award this RFP to multiple Vendors/Contractors or to the Vendor/Contractor GREAT HEARTS determines, in its sole discretion, provides the best value to GREAT HEARTS, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria

as listed under **Part IV – Evaluation Criteria** in this RFP. Great Hearts prefers a single vendor solution that will support all of Great Hearts America endeavors. Including but not limited to its existing locations in Arizona, Louisiana, Virtual schools and Administrative Offices

### 15) Contract Term

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of GREAT HEARTS and selected Vendor(s)/Contractor(s). The initial project term is expected to be **two (2) years**. At its sole discretion, GREAT HEARTS may renew this contract for up to an additional **two (2) years**. **Each renewal shall be effective from July 1 through June 30 of any given year**. GREAT HEARTS 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 Great Hearts intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor/Contractor does not believe that it can renew the contract, the Vendor/Contractor shall provide GREAT HEARTS with written notice at least ninety (90) days prior to the Agreement's expiration date. **Auto renew contracts will be disqualified.**

### 16) Criminal Background Checks

If a Vendor/Contractor or subcontractor may have direct interaction with students pursuant to an Agreement resulting from this RFP, Vendor/Contractor must coordinate and cooperate with GREAT HEARTS to ensure that appropriate criminal history review requirements are met as required by State Law. Covered employees or subcontractors of a Vendor/Contractor with disqualifying criminal histories are prohibited from providing goods and/or services to GREAT HEARTS. Vendor/Contractor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor/Contractor shall cooperate with GREAT HEARTS to ensure that all employees and subcontractors assigned to work under a contract have successfully passed a criminal background check prior to assignment. Any person or persons not acceptable to GREAT HEARTS shall be prohibited from working on the Agreement. GREAT HEARTS reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by GREAT HEARTS.

### 17) Insurance Requirements

- a) 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.
- b) 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. GREAT HEARTS 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.
- c) 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 contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor/Contractor or anyone

directly or indirectly employed by Vendor/Contractor. Such policy shall name GREAT HEARTS as an Additional Named Insured and include a Waiver of Subrogation Clause.

- ii) Workers' Compensation: Vendor/Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits
  
- d) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "GREAT HEARTS Public Schools" as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.
  
- e) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to GREAT HEARTS by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.
  
- f) Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

### **18) Administrative Procedure for Bidder Complaints**

GREAT HEARTS uses an eRate specialist consultant to ensure all processes conform with eRate rules and regulations. However, if members of the public have complaints outside of eRate regulations regarding GREAT HEARTS purchasing procedures or operations may present their complaints or concerns via telephone to GREAT HEARTS Anonymous Ethics and Compliance Hotline, 833-380-1041.

## PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

### 1) Scope of Work

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. GREAT HEARTS will use the objective criteria specified in **Part IV, Evaluation Criteria** to review Proposals and potentially make multiple awards, if deemed in the best interest of GREAT HEARTS Public Schools, in its sole discretion. GREAT HEARTS CNP is seeking to procure the following goods and/or services:

#### Managed Service

GREAT HEARTS utilizes a managed services model where a single provider provides 24/7/365 monitoring and management services. While a single vendor solution is desired Great Hearts realizes that awarding to multiple vendors may be a more cost-effective solution.

The current Infrastructure agreement supports the systems and equipment identified in table “1”

**Table 1.**

Site Name	Switch	Firewall	Access Point - Outdoor	Access Point	UPS
Great Hearts - Maryvale Prep	14	1	6	71	8
<b>Grand Total</b>	<b>14</b>	<b>1</b>	<b>6</b>	<b>71</b>	<b>8</b>

**Scalability** – The MSP must be able to offer a model where scaling up or down from a systems and cost perspective is simple and nimble

Pricing for Managed Services can be quoted on a per- site basis or a per-product or service basis. Monthly invoicing for managed services is required Services being requested include but may not be limited to:

Network System Monitoring, Patch Management Services & Preventative Maintenance, On-Site support when required, Networking Support, Warranty and Asset Inventory Management, Software Licensing Control, Lifecycle Management of Hardware Units, Break Fixes and Installation, Reporting, Technology StrategyPlanning, Account Management, Project Management Solution Design, Scalability and participate/facilitate meetings related to scope.

### 2) Support, Maintenance and Monitoring – Incident Notification Requirements:

Great Hearts requires continuous 24x7x365 monitoring of all critical infrastructure systems, including automated detection of outages, degradations, and security-related anomalies.

The vendor must provide real-time notification to Great Hearts IT and the affected school(s) whenever a system becomes unavailable, along with updates throughout the incident lifecycle. Required incident reporting must include the time the system went down, when serves were restored, how the alert was received, observed symptoms, root cause analysis, and investigative notes. The monitoring process must ensure that high-severity events generate immediate notification to a human engineer for review and escalation.

**Table G Scope of Work... - Support, Maintenance, Monitoring and Incident Notification**

If not currently offered, enter activation timeframe. If similar, label 'Similar Service' and describe. If not offering, leave blank.

G	As a Vendor/Contractor respondent to this RFP...	Response (limit 32,767 characters)
1	<p><b>School environment:</b> When onsite resources need to be deployed describe your approach to working in an active K-12 environment where students are present. Provide specific examples of how your team has adjusted workflows, schedules, or staffing to accommodate overall campus activity</p>	
2	<p><b>Monitoring:</b> Describe your 24x7x365 monitoring and alert response model for infrastructure and network security. Include how your system leverages automated rules, AI-driven detection, or other monitoring tools to continuously identify potential breaches, quarantines, or highly suspicious activity. Explain how high-severity alerts are escalated to a human engineer (including wake-up/on-call processes), the expected response time for human review, and how your team ensures protection and escalation coverage at all times, including nights, weekends, and holidays.</p>	
3	<p><b>Break Fix</b> Describe your break-fix service model for network infrastructure. Include how you meet USAC’s definition of Basic Maintenance of Internal Connections (BMIC) for eRate eligible equipment.</p>	
4	<p><b>Patch Management</b> Describe your patch management process for</p>	

G	As a Vendor/Contractor respondent to this RFP...	Response (limit 32,767 characters)
	<p>network infrastructure, including how you prioritize and schedule firmware and software updates, how you handle emergency security patches, and how you validate changes after deployment</p>	

5	<p><b>Preventative Maintenance</b> Describe your preventative maintenance program for network infrastructure, including the recurring maintenance tasks you perform (such as configuration backups, health and capacity checks, wireless tuning, and UPS batter checks) and the frequency with which these tasks are completed.</p>	
6	<p><b>Network Inventory Reports</b> (Access, Fields, and Auditability) Describe how you will maintain and provide access to Network Inventory reports by school/facility. Your response must confirm:</p> <ul style="list-style-type: none"> <li>• Views: reports filtered by school/facility and drill-down to the equipment level.</li> <li>• Required Fields (per asset): Installation date, manufacturer, model, serial number, MAC address (if applicable), facility/room/rack location, device internal name/hostname, warranty information, suggested life of the equipment, and any eRate identifiers (FRN/line item, if applicable)</li> <li>• Report Metadata: date and time the report was run, and time zone</li> <li>• Formats &amp; Delivery: can you provide self-service portal access and export options, plus scheduled delivery cadence (e.g., monthly) and on-demand generation.</li> <li>• Change History: An audit log of adds/edits/ deletes (who/what/when) to these inventory report, and retention of historical records for lifecycle and compliance review.</li> </ul>	
8	<p><b>Warranty management</b> Warranty administration: Describe your process for managing warranty claims end to end, including initiating RMAs, coordinating replacement, and updating inventory and incident records.</p>	

<b>G</b>	As a Vendor/Contractor respondent to this RFP...	Response (limit 32,767 characters)
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9	<p><b>Lifecycle Management</b> Budget Year Forecasting &amp; EOL/EOS Explain how you determine Expected Life and how you would calculate the Budget year for Replacement (YYYY-YYYY from Install Date; how you track EOL/EOS; and how you surface items reaching end of life within the next 2 academic years.</p>	
10	<p><b>Lifecycle management</b> Each September we require an Annual Health check Report showing the link to the inventory, prioritized replacement recommendations with rationales.</p> <p>Do you currently generate such a report for your customers? If so, <i>please provide a sample of this report</i>. If not, will you be able to provide this report?</p>	
11	<p><b>Staffing</b> List the roles that will be assigned to Great Hearts account and their general responsibilities associated with our account</p>	
12	<p><b>Meetings</b> Describe the regular standing meetings your organization provides as part of internal network services. If GREAT HEARTS request additional meetings, would this be an additional cost? What would that cost be?</p>	
13	<p><b>Incident Notification:</b> Please describe your alert triage and incident notification process, including:</p> <ul style="list-style-type: none"> <li>• Your standard response time to investigate system availability alerts</li> <li>• Which conditions trigger immediate notification of the customer (e.g., confirmed system outage)</li> <li>• How you determine that a security alert has a High Probably of Breach</li> <li>• Your required timeframe for n notifying Great Hearts once a High Probability even is identified</li> </ul>	
14	<p><b>Down System</b> Describe notification method and timeframe, progress/resolution updates, RCA process, and preventative actions.</p>	
15	<p><b>Exclusion &amp; Non-Eligible</b></p>	

G	As a Vendor/Contractor respondent to this RFP...	Response (limit 32,767 characters)
	Add-ons Identify any services you consider out of scope for eRate but in scope for Infrastructure Services, provide separate pricing and clearly mark them as non-MIBS	

## Networking

### Equipment

Detailed hardware specifications are not prescribed in this section. Instead, GREAT HEARTS has provided a list of the networking equipment currently in use, which satisfies our operational requirements. Vendors may propose alternatives from other brands/manufacturers, provided those solutions deliver equivalent performance.

Great Hearts' current infrastructure is stable, fully functional, and meeting required performance levels. As such, this RFP does not authorize wholesale replacement of existing equipment to align with vendor-preferred platform. Respondents must propose equipment comparable in capability to the makes and models listed and fully interoperable with the existing environment. The selected vendor will be required to support the existing equipment and environment and meet all stated Service Level Objectives (SLOs) as stated by the Respondents to this RFP, regardless of brand/manufacture. As existing equipment approaches end of life, the vendor may replace it with the standard equivalent models proposed in their response to this RFP; however, the vendor must maintain the skills and capacity to fully support the current infrastructure until such replacements are appropriate and approved by GREAT HEARTS.

**Table 2. – Current Equipment Deployed**

Description	Make	Model
Indoor Access Point	Ubiquity	U6 Pro US
Indoor Access Point	Ubiquity	UAP-AC-HD
Indoor Access Point	Ubiquity	U6-Enterprise
Outdoor Access Point	Ubiquity	U6-Mesh-Pro
Indoor Access Point	Ubiquity	U7-Pro
Indoor Access Point	Ubiquity	U7-Pro-Max
Indoor Access Point	Ubiquity	E7
Outdoor Access Point	Ubiquity	U7-Pro-Outdoor

Description	Make	Model
Switch	Cisco	1300-24XS-24P
Switch	Cisco	1300-48FP-4X
Switch	Ubiquity	PRO-48-PoE+
UPS	APC	SMART-UPS-2000
UPS	APC	SMART-UPS-1500
UPS	APC	SMART-UPS-750
Racks	TrippLite	10 U wall mount
Racks	TrippLite	12 U wall mount
Racks	TrippLite	18 U wall mount
Rack	TrippLite	2 post floor mount
Connectors	Cable Manager	1 U
Connectors	Cable Manager	2 U
Connectors	Patch Panels	48 Port Cat 6
Connectors	Patch Panels	24 Port Cat 6
Connectors	Patch Panels	Fiber
Connectors	Transceiver	1G
Firewall/Router	NetGate	8200

**Installation**

GREAT HEARTS requests that all Respondents provide a bundled installation cost for the Category 2 equipment and

services proposed in this RFP. Installation pricing should include all activities required to deliver a fully functional solution, including physical installation, travel time, configuration, testing, and post installation validation of all components. Respondents should also include any required documentation, diagrams, or deployment details needed to ensure proper handoff and ongoing support. All installation cost must align with eRate eligibility requirements and be presented clearly and transparently for evaluation.

**Table H Scope of Work ... – Equipment Installation**

<b>H</b>	As a Vendor/Contractor respondent to this RFP...	Vendor/Contractor Response: (limit 32,767 characters)
1	Installation Capability & Coverage Can your organization perform all required installation, configuration, testing, and validation services at all GREAT HEARTS locations?	
2	Local Presence & Response Ability Do you have qualified installation personnel or partners located within reasonable proximity to each GREAT HEARTS region, ensuring timely onsite service without added travel charges?	
3	Travel Cost Policy Can you confirm that all travel time and travel related expenses are fully included in your fixed installation pricing and will not be billed as separate fees?	
4	Non-Local Scenarios Pricing If your organization lacks local personnel for a specific region, please provide the fixed installation price would apply for those locations, including all labor and travel cons	

**Cabling**

GREAT HEARTS is requesting pricing cable replacement, cable relocation, and the installation of new cables where additional coverage or devices are required. While a large-scale cabling project is not anticipated until the 2027 – 2028 fiscal year, some new wireless access points, new IoT devices, or isolated cabling work may be needed in the interim. GREAT HEARTS is requesting fixed pricing for the drop lengths listed in the table below. Pricing must include all materials required to run the cable from the switch to the endpoint, including cable, connectors, and labor, excluding only the patch pane, wall box, and wall plate. (note: any required conduit would be an additional cost)

**Table 3. – Cable and connectors**

Cabling Type	Length
Cat 6	50'
	150'
	200'
	300'
Single Mode Fiber	300'
	500'
	1000'
Multimode Fiber	300'
	500'
	1000'
Backbone outdoor fiber OM3	300'
	500'
	700'
	1000'
	1500'
Backbone outdoor fiber OM4	300'
	500'
	700'
	1000'
	1500'

**3) Performance Requirements**

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

**Table I Performance Requirements**

If not currently offered, enter activation timeframe. If similar, label ‘Similar Service’ and describe. If not

I	As a Vendor/Contractor respondent to this RFP...	Vendor/Contractor Response: "Yes" or "No" or "Will Obtain – with explanation"
1	Does your equipment meet the specifications associated with the brand/model listed that is currently in use? And will contain no material defects under normal use?	
2	Can you label all devices with durable labels showing (1) Property of GREAT HEARTS (2) Funding Year (3) FRN (Funding Request Number – for eRate items only) (4) Date Installed (5) Serial number / Service Tag, (4) QR code linked to serial number. Labels must cross-reference the inventory	

**PART III – PROPOSAL SUBMISSION AND REQUIREMENTS**

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**1) Proposal Submission**

Proposals may be submitted by uploading responses to this RFP, including bids to: [GHMARYVALEBIDS](#)

**2) Proposal Requirements**

Respondents’ Proposal shall be organized in the following order, with each section clearly indexed:

a) **Title Page**

Utilize **Attachment A** to include Vendor/Contractor Legal Name and date of Proposal submission.

b) **Section I – Preface** (no more than 1 page)

Respondents shall provide an Executive Summary of no more than two (2) pages, which gives, in brief, a summation of the Proposal including the expression of interest and understanding of the work to be done and its ability and desire to meet the requirements of this RFP.

c) **Section II – Answers to all Questions laid out in Table A - I**

Throughout the RFP, vendors will find designated Question Tables that require written response. To support a consistent and efficient evaluation process, respondents must copy all questions and answers directly into an editable spreadsheet that mirrors the tables. This format enables GREAT HEARTS to

conduct clear, side by side comparisons across all proposals and ensures a uniform evaluation experience. After completing all responses, vendors must submit both the editable spreadsheet with their responses and a PDF of the same.

d) **Section III** – Detailed Description of the goods and/or services to be provided

e) **Section IV** – Other Documents mentioned in this RFP

For example, but not limited to

- Forms in the Attachment section of this RFP
- SOC or other security auditing Executive Summary Report
- Sample Annual Health Check report / Lifecycle Management Report

f) **Section V – Cost**

Pricing should be cited in the pricing tables Attachment N Equipment; Managed Services cost shall be clearly indicating the total monthly and annual cost.

Managed Service Cost must be separated into the following categories:

- E-Rate Eligible Managed Services
- Non-Eligible network Managed Services
- Cost of equipment requested
- If there are any cost of ancillary items not in the bundled cost
  - shipping, misc. brackets, connectors, taxes and fees
- Cost of installation

#### **Equipment: Life Expectancy**

GREAT HEARTS' financial depreciation schedule typically aligns with the expected useful life of the equipment. Therefore, when submitting brand/manufacturer, model, and cost information, vendors must also include the estimated life expectancy of each proposed device.

#### **Cost of Installation**

GREAT HEARTS requests that all Respondents provide a bundled installation cost for the Category 2 equipment and services proposed in this RFP. Installation pricing should include all activities required to deliver a fully functional solution.

#### **Cable**

GREAT HEARTS is requesting fixed pricing for the stated cable length listed in "Table 3 Cable and Connections". See Cable section for further information

#### **Shipping**

If shipping costs apply, please provide the fixed per-unit shipping price you will charge for each piece of equipment. The assumption is that there will be no shipping cost on materials

#### **Break Fix**

Based your response to the Break Fix question in Table C row 3, please provide the hourly rates for the

roles or labor categories involved in your break-fix process.

### **MIBS (Managed Internal Broadband Services)**

MIBS includes the cost of license, operational activities such as Network monitoring, configuration and reconfiguration, Performance optimization, managing firmware or software related to internal connections, Ensuring the internal network is functioning properly

### **Ancillary Cost**

Ancillary to the Proposal, the Respondent shall provide information on any costs that GREAT HEARTS may incur that is associated with eRate. Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal that are not bundled into the service. The cost details must include a narrative for each fee or cost element. If Respondent does not expect for GREAT HEARTS to incur any costs, Respondent shall state “No costs to GREAT HEARTS”. Utilize or reference **Attachment N** for proposed pricing.

### **Add-ons**

Identify any services you consider out of scope for eRate but in scope for Infrastructure Services, provide separate pricing and clearly mark them as non-MIBS

### **3) Additional Required Forms**

Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal. See the Attachment section at the end of this RFP. Respondent shall provide a binding clause in the bid that will serve as a “binding agreement” until the final contract can be executed

### **4) Additional Documentation (Optional)**

GREAT HEARTS will evaluate only the information submitted in the required format (table of questions for vendor to respond with less than 32,767 characters in a cell). If additional material is provided, they will not be considered the primary source in scoring.

## **PART IV – EVALUATION CRITERIA**

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In accordance with GREAT HEARTS policy, any contract award resulting from this RFP will be made to the responsible Vendor(s)/Contractor(s) whose Proposal, as evaluated by Great Hearts, is determined to be most advantageous to the organization. To qualify for evaluation, a Proposal must be submitted on time and must materially satisfy all mandatory requirements of this RFP, including providing responses to all questions in the requested format.

### **1) Competitive Selection and Proposal Evaluation**

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced Proposal. Award will be made to the Vendor/Contractor submitting the best responsive Proposal satisfying Great Hearts requirements, price, and other factors. If one Vendor/Contractor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors/Contractors.

Proposals will be evaluated on criteria deemed to be in Great Hearts best interest, as reflected in the below evaluation rubric. An evaluation committee will review and evaluate all Proposals based on the factors detailed herein. The committee evaluating the Proposals submitted may require any or all Vendors/Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors/Contractors may be requested to revise any or all portions of its Proposal.

	<b>Evaluation Criteria</b>
<b>40 Points</b>	<b>Cost Proposal:</b> Price and total long-term cost to GREAT HEARTS to acquire goods and/or services.
<b>35 Points</b>	<b>Knowledge and Capabilities:</b> Design, Material, and Sustainability of goods and/or services, extent to which goods and/or services meet GREAT HEARTS needs and performance requirements, turnaround time to receive goods/services after order is placed. Respondent’s ability to provide onsite services throughout the GREAT HEARTS footprint..
<b>10 Points</b>	<b>Reputation/References:</b> The quality/reputation of the Respondent’s goods and/or services. Respondent’s past relationship with public schools. The vendor provides services in GREAT HEARTS geographical footprint (Arizona, Texas, Louisiana, UTAH, and or Florida)
<b>5 Points</b>	<b>Relevant K-12 Work Experience:</b> The proposal provides relevant background and experience working within K-12 school settings and demonstrates the ability to support the unique requirements of active student environments, restricted teacher schedules, safety considerations, and limited administrative staffing. Responses demonstrated how the vendor maintains effective communication and coordination with school personnel while operating efficiently within these constrains.
<b>10 Points</b>	<b>RFP Response:</b> Pricing table for the requested goods and services (Attachment N) IS completed.
<b>100 Points</b>	<b>Total Possible Score</b>

## **PART V – GENERAL TERMS AND CONDITIONS**

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

**Compliance with Applicable Law:** To the extent applicable, Vendor/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the state Education Code, Administrative Code, Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act, and the Family Educational Rights and Privacy Act (FERPA). Vendor/Contractor shall also fully comply with the policies of Great Hearts Board.

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

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

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

**Delivery of Goods/Items:** When the contract is for goods, Vendor/Contractor shall deliver complete orders, unless previously informed to and accepted by GREAT HEARTS. No deliveries not made in full are subject to a delay of payment by GREAT HEARTS. Items shipped to the incorrect location by the Vendor/Contractor will be the responsibility of the Vendor/Contractor to correct. The Vendor/Contractor will be required to cover shipping charges to ship the items to the correct location. GREAT HEARTS will only deliver the items to the correct location if there is an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment.

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

**Entire Agreement** The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from GREAT HEARTS) will form an Agreement between GREAT HEARTS and the Vendor. If the vendors policy is for GREAT HEARTS to execute a vendor's version of the contract, then the vendors contract must include the applicable terms and conditions that were agreed upon in this RFP and are encouraged to have the contract reference this signed proposal response.

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

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

**General Warranty:** Vendor/Contractor represents and warrants to GREAT HEARTS that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

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

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

**Inspection:** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after Great Hearts first use of the goods and/or services, GREAT HEARTS 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 GREAT HEARTS to the Vendor/Contractor. Goods or services which, in the sole opinion of GREAT HEARTS, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, GREAT HEARTS may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services. GREAT HEARTS may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

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

**Law of State to Govern:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana (without regard to the conflicts or choice of law principles).. In connection with Great Hearts defense of any suit against and/or Great Hearts prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which GREAT HEARTS prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, GREAT HEARTS 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 GREAT HEARTS (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON GREAT HEARTS PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON GREAT HEARTS EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE

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

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

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the FCC schools and libraries - Universal Service Fund fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of Great Hearts fiscal year, then GREAT HEARTS will issue written notice to Vendor/Contractor and GREAT HEARTS may terminate this Agreement without further duty or obligation hereunder.

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

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

- a) Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by GREAT HEARTS to the Vendor/Contractor and/or the Agreement.
- b) Includes an invoice number and date.
- c) Is addressed to GREAT HEARTS Public Schools, including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
- d) References the signed quote or purchase order number issued.
- e) Delineates in sufficient detail the goods and/or services provided to GREAT HEARTS, 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.
- f) The Vendor shall provide, together with any invoice that includes equipment charges, a detailed equipment list containing the following information: (a) equipment model numbers, and (b) corresponding serial numbers for each unit shipped. This equipment list must clearly reference the associated invoice number, and the total quantity of equipment listed shall match exactly the quantity of equipment billed on the invoice.

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

**Prices:** GREAT HEARTS accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and recorded in USAC 471 report. GREAT HEARTS reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement. Price increases will be permitted if the manufacture experiences an increase of the Manufacture Suggested Retail Price (MSRP) or if government-imposed tariffs increase the cost of tangible goods. Price increases for services will not be accepted without written prior approval from GREAT HEARTS of America Administration

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

**Purchase Order Required:** Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without a GREAT HEARTS signed quote or approved purchase order.

**Record Keeping:** It is the responsibility of Vendor/Contractor to maintain such records as are required by law, GREAT HEARTS, or as are prescribed by the professional and generally accepted standards of the Schools and Libraries Program. The books and records related to the contract shall be maintained by Vendor/Contractor, and GREAT HEARTS shall have the right to inspect and review such records at reasonable times upon request by GREAT HEARTS. Additionally, the Vendor agrees to label all equipment as required by the Schools and Library Program / USAC).

**Rights to Inventions Made Under a Contract or Agreement:** The Vendor/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and GREAT HEARTS belongs to GREAT HEARTS as work-for-hire and all rights are reserved by GREAT HEARTS and/or the federal government in accordance with applicable federal law.

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

**Tax Exempt:** Where applicable GREAT HEARTS is tax-exempt. GREAT HEARTS will provide a tax exemption certificate to Vendor/Contractor upon request.

Great Hearts Arizona SHOULD collect sales tax

Great Hearts Louisiana SHOULD is sales tax exempt

Great Hearts Utah – Great Hearts will apply for sales tax exemption

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

**Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of Great Hearts designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an GREAT HEARTS student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this Agreement immediately and shall not again provide services to GREAT HEARTS except upon consent of Great Hearts representative(s). The vendor is obligated to replace this vendor employee, with a trained individual that will satisfactory meet the performance requirement within 5 business days of initial notification by Great Hearts Administration. Failure to replace the vendor employee will be considered a “material breach of contract”

## **PART VI – SUPPLEMENTAL TERMS AND CONDITIONS**

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

- a) Information relating to Great Hearts financial, regulatory, personnel, or operational matters.
- b) Information relating to Great Hearts students, parents, clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, Great Hearts, technical data and specifications, testing, methods, research and development activities,

and computer programs and designs.

- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of Great Hearts business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from GREAT HEARTS or its agents.
- f) The term “Confidential Information” does not include the following:
  - i. Information available to the public through no wrongful act of the receiving party.
  - ii. Information that has been published.
  - iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor/Contractor agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of GREAT HEARTS to any person or entity for any purpose whatsoever without the prior written consent of GREAT HEARTS, unless and except as otherwise required by applicable federal or state law or court order.

Vendor/Contractor agrees to release to GREAT HEARTS all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof. Note: upon termination of this Agreement, the Vendor will work with Great Hearts and the new Vendor to provide required administrative passwords and documentations. The vendor does not own any configurations and will not reset configurations to factory default.

**Federal Funds:** As disclosed in **Part I, paragraph 3, Funding Authority**, the source of funds for this RFP and resulting Agreement is federal funds. Subsequently, the provisions stated in 2 CFR 200.326 and Appendix II to 2 CFR 200 are applicable. See **Attachment J** for details of these provisions.

### Certification of Proposal and Intent to Proceed

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
GREAT HEARTS Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

## **PART VII – REQUIRED ATTACHMENTS**

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The attachments listed below are required and should be included with the Proposal.

### **ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP. Title page must include RFP reference, , Vendor name, Vendor contact information, 470 number and Service Provider Identification Number (SPIN)
2. Attachment B – Vendor/Contractor Information
3. Attachment C – Vendor/Contractor Certification
4. Attachment E – Non-Collusion Statement
5. Attachment F – GREAT HEARTS Conflict of Interest Form
6. Attachment G – Equal Opportunity and Nondiscrimination
7. Attachment H – Certification Regarding Lobbying
8. Attachment I – Debarment or Suspension Certificate
9. Attachment J – contract Provisions for Contracts Involving Federal Funds
10. Attachment K – Litigation, Terminations, Claims
11. Attachment L – W-9 Form
12. Attachment M – Deviations and Exceptions
13. Attachment N – Proposed Pricing

Attachment A – Title Page



**A Proposal Submitted in Response to**

**Great Hearts Request for Proposals**

Submitted By:

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(Full Legal Name of Vendor/Contractor)

On:

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(Date of Proposal Submission)

## 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. Vendor/Contractor Service Provider Identification Number \_\_\_\_\_
5. Street Address: \_\_\_\_\_
6. 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 and Signature Page

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

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

Printed Name of Authorized Representative: \_\_\_\_\_

Title/Role of Authorized Representative: \_\_\_\_\_

Vendor/Contractor Legal Name: \_\_\_\_\_

Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_

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

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

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

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

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

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

Web Site Address:

## Attachment D – Certification Regarding Drug-Free Workplace

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

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

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

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment E – 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 GREAT HEARTS any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1

## Attachment F – GREAT HEARTS 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 GREAT HEARTS Board of Directors or an employee of GREAT HEARTS.
- No manager or paid consultant of Vendor/Contractor is married to a member of the GREAT HEARTS Board of Directors, Great Hearts Chief Executive Officer, or an employee of GREAT HEARTS.
- No member of the GREAT HEARTS Board of Directors, Great Hearts Chief Executive Officer, or employee of GREAT HEARTS is a manager or paid consultant of Vendor/Contractor.
- Neither any member of the GREAT HEARTS Board of Directors, Great Hearts Chief Executive Officer, nor any employee of GREAT HEARTS owns or controls more than 10% in Vendor/Contractor.
- Neither any member of the GREAT HEARTS Board of Directors, Great Hearts Chief Executive Officer, nor any employee of GREAT HEARTS receives compensation from Vendor/Contractor for lobbying activities
- Vendor/Contractor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor/Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor/Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with GREAT HEARTS and shall further be liable for any costs incurred or damages sustained by GREAT HEARTS relating to that contract.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment G – Equal Opportunity and Nondiscrimination

Vendor/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 participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

### **EEO Laws, Rules, Guidelines, Regulations**

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

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## Attachment H – Certification Regarding Lobbying

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

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

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

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

---

Printed Name and Title of Authorized Representative

## Attachment I – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-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>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

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

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

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by GREAT HEARTS including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by GREAT HEARTS must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. GREAT HEARTS must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. GREAT HEARTS must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. GREAT HEARTS must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by GREAT HEARTS in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of

Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([DP24]42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. *Energy Efficiency Standards and Policies.* Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [DP25](42 U.S.C. 6201).
9. *Debarment and Suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying.* Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award. Such disclosures are forwarded from tier to tier.

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

\_\_\_\_\_  
Legal Vendor/Contractor Name

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

\_\_\_\_\_  
Date

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

## Attachment K – Litigation, Terminations, Claims

Respondent shall list any project completed in the past four (4) 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 reported against Respondent's insurance by Customer/Client or Organization/Entity.

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

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

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

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

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

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

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

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

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

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

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Contact Person	Phone Number	Email Address
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Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

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Contact Person	Phone Number	Email Address
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Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

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Contact Person	Phone Number	Email Address
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Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Attachment L – Respondent’s W-9

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: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the <b>requester. Do not                  send to the IRS.</b>
1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(A/U/W/S/10/0000/nrs/1/Minr/Blns/dootside/M/ U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> other (see Instructions) ▶		
5 Address (number, street, and apt. or suite no.) See Instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 Trust account number(s) here (optional)		

**R:fillH Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ][ ][ ]	Social security number
or	Employer identification number

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person ▶      Date ▶

**General Instructions** • Form 1099-INT Interest earned or paid)

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Fomnn 1099-DIV (dividends, including those from stocks or mutual funds)
- Fomnn 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Fomnn 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Fomnn1099-S (proceeds from real estate transactions)
- Fomnn 1099-K (merchant card and third party network transactions)

- Fomnn 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Fomnn 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not re/um Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Attachment N – Pricing

Equipment  
Pricing Table[DP26]

Description	Brand	Estimated Equipment Life	Unit measurement	Per unit Pricing	Narrative
<b>Access Points</b>					
Equipment: Indoor Access Point Wifi 6 Including any material to install					
Installation of Indoor Access Point Wifi 6					
Outdoor Access Point Wifi 6 Antennas Including any material to install					
Installation of Indoor Access Point Antennas					
Indoor Access Point Wifi 7 Including any material to install					
Installation of Access Point Wifi 7					
Outdoor Access Point Wifi 7 Antennas Including any material to install					
Installation of Indoor Access Point Wifi 7					
Licenses					
Support Warranties					
<b>Switches</b>					
Switch 24 Port PoE Including any material to install					
Installation of 24 Port PoE switch					
Switch 48 Port PoE Including any material to install					
Installation of 48 Port PoE switch					
Core / Distribution Switch Including any material to install					
Installation of Core/Distribution Switch					
Licenses					
Support Warranties					
<b>Firewalls</b>					
Firewall Including any material to install					
Installation of Firewall					

Description	Brand	Estimated Equipment Life	Unit measurement	Per unit Pricing	Narrative
UPS's					
UPS 750va SMARTUPS <b>with surge protectors</b> Including any material to install					
Installation of UPS 740va with surge protectors					
UPS 1500va SMARTUPS <b>with surge protectors</b> Including any material to install					
Installation of UPS 1500va with surge protectors					
UPS 2000va SMARTUPS <b>with surge protectors</b>					
Installation of UPS 2000v with surge protectors					
Racks					
Racks 10 U Wall Mount Closed					
Racks 10 U Wall Mount Open					
Racks 12 U Wall Mount Closed					
Racks 12 U Wall Mount Open					
Racks 18 U Wall Mount Closed					
Racks 18 U Wall Mount Open					
<p>Racks 2 post Floor Mount bundled: Rack base and stabilizer brackets, rack mounting hardware (bolt-down kit, anchor hardware, leveling feet); cage nuts, rack screws, fasteners, grounding/bonding kit for rack; vertical rack numbering strips</p> <p>Vertical cable managers / vertical wire channels; Horizontal cable managers; Finger ducts/d-ring cable guides; rack-mount lacing bars; cable runway/ladder rack stubs connecting strictly to the rack; j-hooks or cable waterfall brackets attached to the rack; cable strain relief</p>					

Description	Brand	Estimated Equipment Life	Unit measurement	Per unit Pricing	Narrative
bars;  Labeling (rack labels, panel labels); Rack-mount blanking panels; Rack grounding busbar; cable pathway hardware that stay physically attached to the rack;					
Rack PDU					
Switched PDU					
48 Port Patch Panel					
24 Port Patch Panel					
Patch Cables					
Misc Connectors if required					
Fiber Patch Panels					
Cable Management					
Taxes					
Other Fees					
Installation					
Project Management implementation of eligible internal connections (eRate Catg2)					
Ancillary Charges – Shipping Shipping tied to eligible equipment					
Labor * Support resource is assigned					

Description	Brand	Estimated Equipment Life	Unit measurement	Per unit Pricing	Narrative
Labor * Field Service resource is assigned					
Labor * Engineering is assigned					
Labor * Technical Architect is assigned					
Labor * Technical Architect is assigned					
Labor * Project Management is assigned					
Labor * Idle/Waiting Charge					

\*Note: The same hourly rate applies regardless of being BMIC (eRate eligible) or non-BMIC (ineligible, Great Pays the full amount)