



“To Be the Premier Choice in Education”

REQUEST FOR PROPOSALS 22-005: Internet and WAN Services

Notice to Proposers

Jubilee Academic Center, Inc. doing business as Jubilee Academies is soliciting proposals to support pricing for E-rate-eligible leased lit fiber point-to-point Ethernet circuits for each of the facilities listed on this RFP. Each circuit must be configured to provide the facilities listed in this RFP with access, routing, and/or termination to the existing Jubilee hub sites located at 4434 Roland Rd. San Antonio, TX, and 4955 Pablo Kisel Blvd., Brownsville, TX. Additionally, Jubilee seeks bids for one Internet Access circuit for use by all Jubilee entities located at its main hub site at 4434 Roland Rd. San Antonio, TX.

Responses must detail E-Rate eligible and non-eligible design, engineering, construction, and project management costs for these services. Non-E-rate components, services, etc. must be detailed by vendor in bid response. Lit fiber specifications must be included in the bid response. All specifications are subject to review, consideration, and agreement by the district. Proposed lit fiber service level agreements must be included in the vendor's bid. Pricing sheets must include options from 1Gbps to 20Gbps for WAN point-to-point Ethernet circuits (see list), 10-20Gbps for the Internet Access circuit, and must include any special construction (if applicable) charges, equipment rental options, and other non-recurring costs. Bids must also include pricing tier options for 12-, 36-, and 60-month contract term lengths. Any proposal and subsequent agreement must allow in-contract upgrades throughout the term of service within the options specified in vendor's bid.

Additionally, Jubilee also seeks pricing for business-class Internet Access for select locations (noted on entity list in this RFP) in the 100Mbps to 1Gbps price range. Jubilee will consider bids with 12-, 36-, and 60-month terms. **

IMPORTANT NOTE ** Bidders **MUST** include a detailed quote for any/all surcharges, one-time installation charges, equipment rental charges, and DMARC extension charges based on site review. If bid is selected, Jubilee Academies will not be held responsible for charges not expressly included in bid documents, or in resulting contracts. Bids are due February 8th, 2022 at 10:00 AM CST. Inquiries and bids must be emailed to erate@jubileeacademic.org. Jubilee Academies reserves the right to discard bids received after the deadline.

Your (vendor) signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of the Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

Company Name: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Printed Name: _____

Email: _____

Title: _____

Signature: _____

IMPORTANT DATES

RFP Release Date	January 10 th , 2022
Deadline for Questions (10:00 AM CST)	January 27 th , 2022
Responses Posted	February 1 st , 2022
Proposals Due (10:00 AM CST)	February 8 th , 2022

Proposals received later than the date and time designated above will NOT be considered.

1. STANDARD TERMS AND CONDITIONS

- a. RFP SUBMISSION:** Proposal must be submitted via email. Please send your proposal to erate@jubileeacademic.org . Please see above for the due date. Late submittals will not be accepted.
- b. REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals received after the deadline, to award contracts as may appear advantageous to the School and to change steps in the procurement process by written announcement to all interested bidders prior to bid selection. Electronic notice of award or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
- c. SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may be considered an incomplete bid.
- d. PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error: however, vendor may be removed from approved vendor list.
- e. USE OF BRAND NAMES:** The 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, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
- f. UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
- g. DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.
- h. PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 15 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- i. CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Contractor or between the School and the Contractor's employees. The School shall not be subject to any obligation or liabilities if the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.

- j. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE:** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. School shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without School incurring any liability to Contractor as a result of such termination, including early termination charges. If the School terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to the School through termination date but shall not be entitled to any early termination charges.
- k. ENFORCEMENT:** It is acknowledged and agreed that Contractor's services to the School are unique, which gives Contractor a peculiar value to the School and for the loss of which the School cannot be reasonably or adequately compensated in damages. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause the School irreparable injury and damage. Contractor therefore expressly agrees that the School 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 the School is not in breach of this Agreement.
- l. INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.
- m. WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- n. MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- o. GRATUITIES:** The School may, by written notice to the Contractor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- p. GOVERNMENTAL IMMUNITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO SCHOOL UNDER APPLICABLE LAW.

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

r. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

s. 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.

t. APPLICABLE LAW: This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed at www.jubileecademies.org.

u. ADVERTISING: Contractor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

v. LEGAL VENUE: Both parties agree that venue for any litigation arising from the contract shall lie in Bexar County, Texas.

w. FUND AVAILABILITY: Any contract resulting from this solicitation is contingent upon the continued availability of appropriations, including securing of E-Rate funding commitments during the applicable E-Rate funding years, and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.

x. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the School, for convenience.

y. **RECORD KEEPING:** The School, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of the successful bidder that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

z. **DEBARMENT AND SUSPENSION:** Neither the vendor nor any of its officers, 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 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

aa. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** The vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful bidder and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.

bb. **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the vendor certifies that the vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and the School may be terminated and payment may be withheld if this certification is inaccurate.

2. SPECIFIC TERMS AND CONDITIONS

a. **TYPE AND TERM OF CONTRACT:** This is a negotiable price/requirements contract under which the District shall meet its requirements for the services described in the proposal document from the successful vendor for the duration of the contract. The options for contracting shall commence on or about April 1, 2022 for an 18-month period through September 30, 2023 with options, at the District's discretion, for four additional one-year periods expiring on September 30th of each extended year.

b. **INSURANCE REQUIREMENTS:** The awarded vendor must provide a certificate of insurance or appropriate documentation to Jubilee Academies, Inc. certifying the following coverage levels and listing the District as a named insured upon request.

i. **Commercial General Liability Insurance** - Required of all vendors performing services for Jubilee Academies whether sole proprietor or corporation. Coverage levels must meet or exceed \$1,000,000 per occurrence, \$2,000,000 aggregate, \$1,000,000 products-completed operations aggregate.

ii. **Professional Liability Insurance (Errors & Omissions)** - Required of all vendors performing services for Jubilee Academies whether sole proprietor or corporation. Coverage levels must meet or exceed \$1,000,000 per occurrence, \$2,000,000 aggregate and must include bodily injury.

iii. **Commercial Auto Insurance** - Required of all vendors performing services for Jubilee Academies that involve commercial vehicles. Coverage levels must meet or exceed \$1,000,000 combined single limit each occurrence.

iv. **Workers Compensation Insurance** - Required of all vendors performing services for Jubilee Academies whether on JA properties or performing services for JA. The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. If purchasing a Texas Occupational Accident policy instead of Workers Compensation, a \$1,000,000 combined single limit, any one person is required.

v. **Commercial Umbrella/Excess Liability Insurance** - Required of all vendors performing services for Jubilee Academies. The minimum policy limits for Employer's Liability for \$5,000,000 each Occurrence for all security companies. Proof that the commercial umbrella / excess liability insurance covers general liability, auto liability and employer's liability must be obtained via COI.

c. **EQUAL OPPORTUNITY:** In the execution of the contract, the successful bidder agrees, consistent with the School's policy, not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran's status, or any other basis protected by law. Additionally, 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."

d. **BACKGROUND CHECK:** The successful bidder must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at the School and that will have continuing duties related to the provision of goods and/or services and who has or will have direct contact with students. Any expenses associated with the background checks shall be borne by the successful bidder. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the successful bidder who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. The successful bidder shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to the School for inspection and review during normal business hours of the successful bidder and upon the request of the School or governmental authorities. **If an employee, representative, and/or agent of the successful bidder is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to the School.** The School reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School pursuant to Texas law.

e. STUDENT INFORMATION: Vendor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the School, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 (“HIPAA”) Pub. L. No. 104-191, 110 Stat. 1936. The School may determine that the successful bidder has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the School’s students, and the successful bidder is an agent of the School solely for the purpose of providing services to the School. The selected bidder and the selected bidder’s personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between the School and the successful bidder. Upon the termination of any agreement between the School and the successful bidder, the successful bidder will return to the School all student records, documentation, and other items that were used, created, or controlled by the successful bidder.

f. INTELLECTUAL PROPERTY: Vendor acknowledges that, in connection with this RFP, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the School. For purposes of this RFP, “Confidential Information” shall include but not be limited to:

- i. Information relating to the School’s financial, regulatory, personnel, or operational matters.
- ii. Information relating to the School’s clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- iii. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
- iv. Contracts, product plans, sales and marketing plans, and business plans.
- vi. All information not generally known outside of the School’s business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from the School or its agents.

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 agrees that it will not, at any time during or after termination of this RFP or any contract between the successful bidder and the School, use or disclose any confidential information or trade secrets of the School to any person or entity for any purpose whatsoever without the prior written consent of the School, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Vendor agrees to release to the School all records and supporting documentation related to the services provided under this RFP or any contract between the successful bidder and the School upon completion of the services and/or termination of the contract.

g. PURCHASE ORDER REQUIRED: No services may be rendered without an authorized purchase order being issued. Any services provided without a purchase order are subject to non-payment.

3. SCOPE OF WORK

SUMMARY:

Jubilee Academies seeks bids from qualified service providers for the furnishing, installation, and configuration of network electronics and/or cabling as noted on the following pages. Interested service providers must provide a separate quotation for goods and services for each campus location noted below.

For any location that may have more than one circuit (e.g. hub sites), vendor must separate each of the circuits and identify them with its corresponding branch location.

Location 1: HUB SITE 1 - Jubilee District Office

Address: 4434 Roland Rd., San Antonio, TX 78222

- District-wide Internet Access Circuit – 10 - 20Gbps
- Corresponding point-to-point Ethernet circuit for each of the connected locations noted below. *Each* corresponding circuit MUST be labelled clearly with the corresponding location and must be priced separately.

Location 2: HUB SITE 2 - Jubilee Brownsville

Address: 4955 Pablo Kisel Blvd, Brownsville, TX 78526

- 10-20Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).
- Corresponding point-to-point Ethernet circuit for each of the connected locations noted below. *Each* corresponding circuit MUST be labelled clearly with the corresponding location and must be priced separately.

Location 3: HUB SITE 3 - Jubilee Wells Branch

Address: 3711 Shoreline Dr. Austin, TX 78728

- 10-20Gbps Point-to-point Ethernet circuit to the Hub Site 2 above (Pablo Kisel Blvd).
- Corresponding point-to-point Ethernet circuit for each of the connected locations noted below. *Each* corresponding circuit MUST be labelled clearly with the corresponding location and must be priced separately.

Location 4: Jubilee San Antonio

Address: 4427 Chandler San Antonio, TX 78222

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

Location 5: Jubilee Highland Hills

Address: 1515 Goliad Rd., San Antonio, TX 78223

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

Location 6: Jubilee Highland Park

Address: 901 E Drexel Ave., San Antonio, TX 78210-3105

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

Location 7: Jubilee Lake View University Prep

Address: 325 Castroville San Antonio, TX 78207

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

Location 8: Jubilee Westwood

Address: 8038 W. Military Dr., San Antonio, TX 78227

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

Location 9: Jubilee Wells Branch Annex

Address: 3711 Shoreline Dr. Austin, TX 78728

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 3 above (Shoreline Dr).

Location 10: Jubilee Livingway

Address: 350 Ruben M Torres Blvd Brownsville, TX 78520

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 2 above (Pablo Kisel Blvd).

Location 11: Jubilee Leadership Academy

Address: 1025 Main Street, Brownsville, TX 78526

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 2 above (Pablo Kisel Blvd).

Note: This is a new facility build. As an option please also provide pricing for the same entity located at 4150 Jaime J Zapata Ave., Brownsville, TX 78521

Location 12: Jubilee Kingsville

Address: 201 N. 19th Street, Kingsville, TX 78363

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

Location 13: Brownsville Business Office 1

Address: 2901 Central Blvd., Brownsville, TX 78520

- 100Mbps – 1Gbps Business Class Internet (coax)

Location 14: Brownsville Business Office 2

Address: 2494 Central Blvd. Brownsville, TX 78520

- 1-5Gbps Point-to-point Ethernet circuit to Hub Site 2 above (Pablo Kisel Blvd).

Location 15: Jubilee Information Technology Office

Address: 4202 Ruben Torres Sr Blvd. Brownsville, TX 78520

- 1-5Gbps Point-to-point Ethernet circuit to Hub Site 2 above (Pablo Kisel Blvd).

Location 16: Jubilee Harlingen

Address: 123 S. Palm Ct Dr., Harlingen, TX 78552

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 2 above (Pablo Kisel Blvd).

Location 17: Jubilee Sendero

Address: 5408 Daughtry Dr, San Antonio, TX 78238

- 5-10Gbps Point-to-point Ethernet circuit to Hub Site 1 above (Roland Rd).

4. EVALUATION METHOD

In determining whom to award a contract, Jubilee Academies shall consider the following items in accordance with Texas Education Code Chapter 44.031 and award based on the best value offered.

Award for this proposal shall be based on the following criteria at the weights indicated:

1. Price of eligible equipment/services 50 points

Jubilee academies will consider the price of eligible products and services, including the total long-term costs.

2. Understanding the Needs 30 points

Jubilee Academies will consider the extent to which the vendor meets or exceeds the general requirements stated in the RFP.

3. Prior Experience or Reputation and Quality of Goods and Services 10 points

For a proposer with a prior relationship with Jubilee Academies, Jubilee Academies will consider the proposer's past performance as documented in written, signed and dated evaluations prepared by the district's project manager and said evaluations demonstrate proposer's past favorable performance.

-OR-

For a proposer with no prior relationship with Jubilee Academies or a proposer with a prior relationship with Jubilee Academies and no written, signed, and dated evaluations prepared by the district's project manager, Jubilee Academies will consider the reputation and evaluations of the proposer and of proposer's good and services that demonstrate past favorable performance, as established through independent third-party references.

4. Proposal is complete and includes a draft schedule of services 10 points

Proposer's proposal for providing services and deliverables addresses the specifications and requirements for the project being procured, including the quality of the proposer's services and deliverables and the extent to which said services meet the district's needs.

Total 100 Points

5. QUESTIONS

All questions related to this RFP should be submitted via email to erate@jubileeacademic.org . All questions must be received prior to the cut-off date and time identified on the cover sheet of this document.

6. SUBMITTAL INSTRUCTIONS

Vendors may submit electronically by email only to erate@jubileeacademic.org by 10:00 AM CST February 8th, 2022. Responses will be posted to the District and USAC sites as addenda to the request no later than 5:00 PM CST on February 1st, 2022. **Failure to submit questions by the due date listed above shall be cause for the rejection of the proposal.**

Submit one email of Proposal with **two .pdf files**, and **one MS Excel file**, each file including the name of your firm and the proposal number. Please see the Submission Checklist following this section for specific instructions on the contents of each file.

Proposals submitted by facsimile will not be accepted.

All proposals must be received in the email address published above on or before 10:00AM CST, February 8th, 2022 in order to be considered for award. Any proposals received after that date and time may not be accepted.

To properly process your response, the cover sheet of your proposal shall be marked:

RFP 22-005: Internet and WAN Services

Due No Later Than (NLT) February 8th, 2022 10:00 AM CT.

All proposals should be emailed to the Purchasing Department at erate@jubileeacademic.org .

The point of contact for this RFP is:

Ryan Wells, Director of Information Technology

Jubilee Academies

4434 Roland Road

San Antonio, Texas 78222

Proposals received later than the date and time designated above will NOT be considered.

Submission Checklist

Submit proposal with the following files.

PDF File 1

- **Notice of Request for Proposal – Cover Sheet**
- **Felony Conviction Disclosure Statement & Deviation/Compliance Form**
- **Out of State Certification**
- **Suspension and Debarment Certification**
- **Non-Collusion, Non-Conflict of Interest and Anti-Lobbying Certification**
- **Criminal History Background Check Information**
- **Criminal History Background Check Certification**
- **Federal Funds Anti-Lobbying Certification**
- **Conflict of Interest Questionnaire (Form CIQ)**
- **Child Support Certification**
- **Vendor Reference Sheet**
- **Request for Taxpayer Identification Number and Certification (IRS Form W-9)**
- **Edgar Vendor Certification**

PDF File 2

- **Executive Summary**

A one-page document which details vendor qualifications and experience

- **Detailed Description of Delivery of Services**
- **Campus Quotations (1 quotation for each campus in this RFP)**
- **Statement of Compliance and Agreement with Appendix A of this RFP: Universal Service (E-Rate) Requirements**
- **Any Other Vendor-Provided Information**

MS Excel File 1

- **Per Campus Pricing line items:** One worksheet showing the following *per location*: Non-recurring costs (including special construction), monthly recurring costs, ineligible costs, term length, circuit bandwidth, and all taxes and surcharges broken out separately.

Failure to include any of these items with your bid/proposal response may be considered an incomplete submission.

Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Based on the statement above, please check the appropriate box below.

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Vendor's Name:

Name of Felon(s):

(Attach additional sheet if necessary)

Details of Conviction(s):

(Attach additional sheet if necessary)

Deviation/Compliance Form

If the undersigned Proposer intends to deviate from the Terms and Conditions or Specifications listed in this APPLICATION invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Jubilee Academies, Inc. will consider any deviations in its Proposal award decisions reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

No Deviations

Yes (List Below)

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

RETURN THIS DOCUMENT IN SUBMITTAL PACKET

Out of State Certification

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

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

Company Name (Please Print)

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

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

Company Name

Address

City

State

Zip Code

A. Does your "resident state" require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____%

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING CERTIFICATION

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the Board of Trustees or any other employee of the District involved in this procurement action.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Jubilee Academies, Inc. or its affiliated campuses except as noted below:

Signature of Authorized Vendor Representative

Date

RETURN THIS DOCUMENT IN SUBMITTAL PACKET

CRIMINAL HISTORY BACKGROUND CHECK INFORMATION

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

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

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

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

Any contractor interested in participating in the School’s Contractor Bid and Vendor Services Process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.

CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

Please complete the information below:

I, the undersigned agent for _____ (“Vendor”), certify that [check one]:

None of the employees of Provider and any subcontractors are “covered employees” as defined in Texas Education Code § 22.0834. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any subcontractor will not become covered employees. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

or

Some or all of the employees of Provider and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Provider has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
3. Upon request, Provider will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
4. If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinue using that covered employee to provide services to the School.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Authorized Vendor Representative

Date

RETURN THIS DOCUMENT IN SUBMITTAL PACKET

FEDERAL FUNDS ANTI-LOBBYING CERTIFICATION

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 certification shall be subject to 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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, or an employee of a Member of Congress in connection with the awarding of a 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 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, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award 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.

Signature of Authorized Vendor Representative

Date

RETURN THIS DOCUMENT IN SUBMITTAL PACKET

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(c).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to
 a person who is more than 30 days delinquent in the payment of child support, and
 a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until
 all arrearages have been paid, or
 the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include
 the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
 the statement in Part III below.

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

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

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

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

Signature _____

Title _____

Printed Name _____

Date _____

RETURN THIS DOCUMENT IN SUBMITTAL PACKET

Vendor Reference Sheet

References: List at least three school districts or other large organizations, which this firm has supplied with similar goods or services. **A minimum of three verifiable references are required.**

Organization	Address	Phone	Contact Name & Email Address

RETURN THIS DOCUMENT IN SUBMITTAL PACKET

APPENDIX A: Universal Service (E-Rate) Requirements

To warrant consideration for this contract, vendor must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996. Vendor acknowledges that any contractual relationship resulting from the solicitation of proposals will be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendor must comply with the following requirements.

USF Knowledge

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

USF Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”). Furthermore, Vendor shall submit to the SLD its annual Service Provider Annual Certification (“SPAC”), FCC Form 473, in a timely manner before the beginning of each funding year.

USF Participation and Cooperation

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the School, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the School receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

USF Information and Documentation

Vendor shall provide to the School staff and/or the School’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the School may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

Invoicing Procedures

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the School for E-rate eligible equipment and/or services:

- Date of Invoice
- Dates of Service
- Funding Request Number
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches the School’s contract specifications, Form 470 and Form 471 descriptions of same

- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the School (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- School's Billed Entity Number
- School's Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth in the applicable funding request decision ("FRN") in the applicable USAC funding commitment decision letter

USF Discounted Invoicing Process

If elected by School, Vendor shall invoice the School only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process].

Discounted Invoice Process

Invoicing. Within fourteen (14) days from the date that Vendor delivers to the School, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the School, Vendor must invoice the School for its share of the pre-discount cost of those materials or services.

Timely Filing. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that School will NOT be liable to Vendor and Vendor shall have no recourse against the School for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

Invoice Rejection. Vendor understands and agrees that School shall not be liable to Vendor and Vendor shall have no recourse against the School for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the School is at fault, the School shall not be liable to Vendor and Vendor shall have no recourse against the School for the amount at issue until both the School and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

School Approval. Vendor shall submit to the School for its review and approval *before* submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the School. The School shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the School sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline *after* the School has had a reasonable opportunity to review and approve them.

Delayed USF Funding Commitment. Vendor understands that, due to circumstances beyond the School's control, the School may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year. Vendor understands that School retains the right to cancel any and all projects, or portions thereof without penalty, and/or to wait until funding is approved before beginning any E-Rate projects.

Modified Discounted Invoice Procedure. In the circumstances described above and for monthly recurring services for a maximum of six (6) months, Vendor agrees to invoice the School only for the non-discounted amount(s) that the School would have owed to Vendor *if* E-rate support had been approved on time for the Vendor's eligible services, and only *if* the School chooses to execute projects prior to approval of funding.

Retroactive Invoicing. When E-rate funding is approved, and if elected by School, Vendor shall invoice USAC for the discounted amount it is owed retroactive to July 1st (Category 1) or April 1st (Internal Connections) of the funding year or to whenever approved service to the School began, whichever date is later.

USF Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the School. All such records shall be retained for five (10) years following completion of services and shall be subject to inspection and audit by the School.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the School' 470 and 471
- Ensuring that services or products are not provided to the School without the School's express written permission or official purchase authorization
- Ensuring that School-approved substitute services or products are prominently noted on invoices submitted to USAC and the School
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the Funding Commitment Decision Letter and provided to the School, was actually provided to the School.
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper Funding Request Number/s ("FRN")
- Ensuring that invoices and USAC forms are submitted to the School in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 474 are certified by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the School with detailed information for each item (model number, serial number, product description) and made available to the School in electronic format,

Contract Term Modification

The School will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") or the Universal Service Administrative Company ("USAC").

Permits

Vendor is responsible for obtaining all applicable permits to perform work prior to commencement date. Vendor must furnish evidence of permits.

Signature of Authorized Vendor Representative

Date