



“To Be the Premier Choice in Education”

REQUEST FOR PROPOSAL 23-002 Network Upgrades

Notice to Proposers

Jubilee Academic Center, Inc. doing business as Jubilee Academies is soliciting proposals to support the internal connections needs of existing facilities. 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. All specifications are subject to review, consideration, and agreement by the district. Bids are due no later than 10:00 Am CST March 9th, 2023.

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.....	February 10 th , 2023
Deadline for Questions (12:00PM CT).....	February 23 rd , 2023
Responses posted to District Website (NLT 5:00 PM CST)	February 27 th , 2023
Proposals Due (10:00 AM CST)	March 9 th , 2023

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

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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 District reserves the right to reject any and/or all submittals received after the deadline, to award contracts as may appear advantageous to the District 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 District 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 district board members or other district officials from the date this solicitation is released until the award of a contract by the District'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 district holidays. The delivery shall be made and articles shall be placed inside the district 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 District, 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 District and the Contractor or between the District and the Contractor's employees. The District 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 district employees, nor be covered by the District'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. District 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 District incurring any liability to Contractor as a result of such termination, including early termination charges. If the District terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to the District 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 District are unique, which gives Contractor a peculiar value to the District and for the loss of which the District 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 District irreparable injury and damage. Contractor therefore expressly agrees that the District 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 District 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 District may, by written notice to the Contractor, cancel any agreement without liability to the District if it is determined by the District 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 District 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 District pursuant to this provision, the District 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 DISTRICT UNDER APPLICABLE LAW.
- q. **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE DISTRICT (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 DISTRICT'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 DISTRICT 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 District. 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 District'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 District's Board Policies can be accessed at www.jubileeademies.org.
- u. **ADVERTISING:** Contractor shall not advertise or publish, without the District's prior consent, the fact that the District 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 District's Board of Directors or otherwise not made available to the District.
- x. **TERMINATION:** The District 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 District, for convenience.
- y. **RECORD KEEPING:** The District, 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 District belongs to the District as work-for-hire and all rights are reserved by the District 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 District 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 July 1, 2023, for a 12-month period through June 30, 2023 with the option, at the District's discretion, for four additional one-year periods pending Executive Board approval.
- 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 District'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 District 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 District. 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 District for inspection and review during normal business hours of the successful bidder and upon the request of the District 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 district, such employee, representative,**

and/or agent shall not be eligible to provide services to the District. The District reserves the right to refuse entry onto its district grounds to any individual whose background check does not meet the requirements established by the District 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 District, 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 District may determine that the successful bidder has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the District’s students, and the successful bidder is an agent of the District solely for the purpose of providing services to the District. 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 District and the successful bidder. Upon the termination of any agreement between the District and the successful bidder, the successful bidder will return to the District 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 District. For purposes of this RFP, “Confidential Information” shall include but not be limited to:
- i. Information relating to the District’s financial, regulatory, personnel, or operational matters.
 - ii. Information relating to the District’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.
 - v. All information not generally known outside of the District’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 District 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 District, use or disclose any confidential information or trade secrets of the District to any person or entity for any purpose whatsoever without the prior written consent of the District, 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 District all records and supporting documentation related to the services provided under this RFP or any contract between the successful bidder and the District 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.

Bids for each location must include a proposal for any labor associated with the installation and configuration of the goods indicated.

**** ADDITIONAL IMPORTANT NOTE ****

All specific makes and models listed below are used for the convenience of identifying accessory options, features, and functionalities. Jubilee Academies will accept and review bids for all functionality-equivalent, compatible items.

Location 1: Jubilee Wells Branch

Address: 3711 Shoreline Dr. Austin, TX 78728

QTY 1: R3V91A – Aruba 9004-LTE Series Gateway

QTY 1: R3W17A – Aruba 9004-LTE-MNT-19 Rack Mount Kit

QTY 1: Installation and Configuration Services for the above

Location 2: Jubilee District Office

Address: 4434 Roland, San Antonio, TX 78222

QTY 1: JL322A Aruba 2930M 48G PoE+ 1-slot Switch

QTY 1: H2CA5E HPE 3Y FC NBD Exch A 2930M 48G P Swt SVC [for JL322A]

QTY 1: JL087A Aruba X372 54VDC 1050W Power Supply INCLUDED: Power Cord - U.S. localization

QTY 1: JL325A Aruba 2930 2-port Stacking Module

QTY 1: R3V91A Aruba 9004-LTE Series Gateway

QTY 1: R3W17A Aruba 9004-LTE-MNT-19 Rack Mount Kit

QTY 1: Installation and Configuration Services for the above

Location 3: Jubilee San Antonio

Address: 4427 Chandler San Antonio, TX 78222

QTY 1: JL322A Aruba 2930M 48G PoE+ 1-slot Switch

QTY 1: H2CA5E HPE 3Y FC NBD Exch A 2930M 48G P Swt SVC [for JL322A]

QTY 1: JL087A Aruba X372 54VDC 1050W Power Supply INCLUDED: Power Cord - U.S. localization

QTY 1: JL325A Aruba 2930 2-port Stacking Module

QTY 1: Installation and Configuration Services for the above

Location 4: Jubilee Lake View

Address: 325 Castroville San Antonio, TX 78207

QTY 11: R4W44A HPE Aruba AP-565 (US) - wireless access point

QTY 11: JW605AAE Aruba AW-K12-1 Central K-12 Bundle 1 Device License E-LTU (includes 1 Year FC support)

QTY 4: AP-567: APEX0567 ARUBA 560 SERIES OUTDOOR ACCESS POINTS

QTY 4: AP-270-MNT-V2 AP-270-MNT-V2: Outdoor Pole/Wall Short Mount Kit

QTY 1: 1005380-3u 2 Post server mounting brackets

QTY 1: Installation and Configuration Services for the above

Location 5: Jubilee Westwood

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

QTY 4: JL322A Aruba 2930M 48G PoE+ 1-slot Switch

QTY 4: H2CA5E HPE 3Y FC NBD Exch A 2930M 48G P Swt SVC [for JL322A]

QTY 4: JL087A Aruba X372 54VDC 1050W Power Supply INCLUDED: Power Cord - U.S. QTY 4: localization

QTY 4: JL325A Aruba 2930 2-port Stacking Module

QTY 1: Installation and Configuration Services for the above

Location 6: Jubilee Kingsville

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

QTY 1: R3V91A – Aruba 9004-LTE Series Gateway

QTY 1: R3W17A – Aruba 9004-LTE-MNT-19 Rack Mount Kit

QTY 1: Installation and Configuration Services for the above

Location 7: Jubilee Brownsville

Address: 4955 Pablo Kisel Blvd., Brownsville, TX 78526

QTY 1: PAN-PA-5250-AC Palo Alto Networks PA-5250 with redundant AC power supplies

QTY 1: PAN-SVC-BKLN-5250 Partner enabled premium support year 1, PA-5250

QTY 2: JL322A Aruba 2930M 48G PoE+ 1-slot Switch

QTY 2: H2CA5E HPE 3Y FC NBD Exch A 2930M 48G P Swt SVC [for JL322A]

QTY 2: JL087A Aruba X372 54VDC 1050W Power Supply INCLUDED: Power Cord - U.S. localization

QTY 2: JL325A Aruba 2930 2-port Stacking Module

QTY 2: R3V91A Aruba 9004-LTE Series Gateway

QTY 2: R3W17A Aruba 9004-LTE-MNT-19 Rack Mount Kit

QTY 1: Installation and Configuration Services for the above

Location 8: Jubilee Leadership

Address: 4150 Jaime J. Zapata Ave., Brownsville, TX 78521

QTY 4: AP-567: APEX0567 ARUBA 560 SERIES OUTDOOR ACCESS POINTS

QTY 4: AP-270-MNT-V2 AP-270-MNT-V2: Outdoor Pole/Wall Short Mount Kit

QTY 4: R4W44A HPE Aruba AP-565 (US) - wireless access point

QTY 4: JW605AAE Aruba AW-K12-1 Central K-12 Bundle 1 Device License E-LTU (includes 1 Year FC support)

QTY 1: Installation and Configuration Services for the above

Location 9: Jubilee Harlingen

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

QTY 2: JL322A Aruba 2930M 48G PoE+ 1-slot Switch

QTY 2: H2CA5E HPE 3Y FC NBD Exch A 2930M 48G P Swt SVC [for JL322A]

QTY 2: JL087A Aruba X372 54VDC 1050W Power Supply INCLUDED: Power Cord - U.S. localization

QTY 2: JL325A Aruba 2930 2-port Stacking Module

QTY 4: AP-567: APEX0567 ARUBA 560 SERIES OUTDOOR ACCESS POINTS

QTY 4:AP-270-MNT-V2 AP-270-MNT-V2: Outdoor Pole/Wall Short Mount Kit

QTY 1: Installation and Configuration Services for the above

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 March 9th, 2023. Failure to submit as explained will result in 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.

Additionally, quotation for each site must *also* be provided in MS Excel format. Columns must include make, model numbers, MFG SKUs, quantities, unit costs, and extended costs.

Proposals submitted by facsimile will not be accepted.

Any submittals received may be opened and reviewed upon receipt. All proposals must be received in the Purchasing Department on or before 5:00PM January 21, 2021 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 23-002 - Network Upgrades

Due No Later Than (NLT) March 9th, 2023 10:00 AM CST

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)**
- Statement of Compliance and Agreement with Appendix A of this RFP**
- Any Other Vendor-Provided Information**

MS Excel File 1

- Per Campus Pricing line items:** One worksheet per campus quotation to show the following columns: Make, model number, MFG SKU, quantity, unit cost, and extended cost. Please list labor, sales tax, freight/shipping, and other associated charges on separate line items. Each campus quotation must be placed in a separate Excel worksheet in the same Excel file.

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 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 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):

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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

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CRIMINAL HISTORY BACKGROUND CHECK INFORMATION

Texas Education Code § 22.0834 requires entities that contract with district districts or charter districts 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 “District”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the District, 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 district 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 district property or at a district-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 district.
5. Any other offense that the District believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the District’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 District 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 District in writing within three business days.
3. Upon request, Provider will provide the District with the name and any other requested information regarding covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District 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 District.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the District 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

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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

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Form CIQ

Please complete the form located at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Child Support Certification

Please complete the form located at the following link:

<https://www.hhs.texas.gov/sites/default/files/documents/laws-regulations/forms/1903/1903.pdf>

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Vendor Reference Sheet

References: List at least three district 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

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Please attach current IRS form W9 (Rev. October 2018)

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 Districts 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 Districts 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 District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District 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 District staff and/or the District’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 District 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 District 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 District’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 District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- District’s Billed Entity Number
- District’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 District, Vendor shall invoice the District 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 District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District 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 District will NOT be liable to Vendor and Vendor shall have no recourse against the District 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 District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

District Approval. Vendor shall submit to the District 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 District. The District 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 District 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 District has had a reasonable opportunity to review and approve them.

Delayed USF Funding Commitment. Vendor understands that, due to circumstances beyond the District's control, the District 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 District 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 District only for the non-discounted amount(s) that the District would have owed to Vendor *if* E-rate support had been approved on time for the Vendor's eligible services, and only *if* the District chooses to execute projects prior to approval of funding.

Retroactive Invoicing. When E-rate funding is approved, and if elected by District, 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 District 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 District. All such records shall be retained for five (10) years following completion of services and shall be subject to inspection and audit by the District.

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 District' 470 and 471
- Ensuring that services or products are not provided to the District without the District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District

- 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 District, was actually provided to the District.
- 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 District 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 District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

Contract Term Modification

The District 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