

Jubilee Academic Center
NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 22-004 Grant Evaluation Services

Closing Date & Time:

11/15/2021 10:00 AM CST

Contract Period:

One (1) year from date
of award with four (4) one (1)
year extensions possible.

Contact Information:

Chad P. Doucet

Email: dept.purchasing@jubileeacademic.org

Tel: (210) 333-6227

Request Issued By:

Jubilee Academic Center (the School)

Date: 10/27/2021

Purpose of Request for Qualifications

Jubilee Academic Center is seeking qualified vendors to provide "Grant Evaluation Services" that will meet the needs of the District. This RFQ is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential data. Proposers are at liberty and are encouraged to expand upon the Statement of Work to evidence service capabilities.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization:

Date:

Address:

Signature of Authorized Representative:

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify a vendor from consideration.
4. **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, a vendor may be removed from approved vendor list.
5. **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.
6. **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.
7. **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.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor 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.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any 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. Notwithstanding anything to the contrary in this agreement, the Vendor 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 the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, 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 in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, 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 Vendor, or any agent or representative of the Vendor, 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 Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **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.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **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.
16. **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 by contacting the School.
17. **ADVERTISING:** Vendor 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.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Bexar County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations 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.
20. **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.

GRANT EVALUATION SERVICES RFQ SPECIFIC TERMS, CONDITIONS, AND INSTRUCTIONS

1. **STATEMENT OF WORK:** Jubilee Academic Center (the “School”), a Texas open–enrollment charter school, issues this RFQ for Grant Evaluation Services in order to select the most highly qualified firm to provide the needed evaluation services for its US Department of Education, the Texas Education Agency, other federal/state government agencies, and private foundations grants.
2. **TYPE AND TERM OF CONTRACT:** Under the guidance of the Education Department of General Administrative Regulations (EDGAR) and Texas Education Code 44.031(a)(2), Jubilee Academic Center is requesting a one-year term contract award with an option to renew for four (4) additional one-year (1) options upon additional funding and mutual agreement between the parties. This is a **NON-EXCLUSIVE AWARD**, whereby there are no guarantees until Federal Funding has been approved. Grant Evaluation Service Providers will be used on an as needed basis throughout the District to provide services to students and staff. This RFQ will not be a guarantee of purchase for any goods or services, but to establish you as an Approved Vendor with Jubilee Academic Center. The RFQ shall remain active and open during the course of the year to allow for those contracted services that were not included in this packet to be evaluated at a later date if the need so arises.
3. **SCOPE OF SERVICES REQUIRED:** Jubilee Academic Center is seeking qualified For-Profit Firms, Private Non-Profit Organizations, Universities, and Independent Consultants (Providers) to provide Grant Evaluation Services on an as needed basis. Services are needed from Proposers to design and conduct process, outcome, and other evaluations. Evaluation services may be needed in program areas from the US Department of Education, the Texas Education Agency, other federal/state government agencies, and private foundations.
4. Jubilee Academic Center reserves the right to select multiple Grant Evaluation Providers and hire each Provider on a case-by-case basis according to the area of need, experience, and evaluation grant requirements. Contracts resulting from this request for qualifications will be awarded as **NON-EXCLUSIVE** contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract. Selected Providers will be placed on a certified list that will be made available to current and future Jubilee Academic Center Project Directors implementing projects requiring Grant Evaluation Services.
5. Jubilee Academic Center may use the services of multiple Providers simultaneously when it anticipates concurrent development and implementation of multiple grant projects. The successful Proposers shall provide the following evaluation services and deliverables:

a. Evaluation Planning and Implementation

- Facilitate the development and implementation of a detailed evaluation plan through a participatory approach that will identify methods (quantitative and qualitative), design instruments, determine data collection protocols, and select reporting formats tailored to the program model goals and objectives.
- Provide useful information that will assist in programmatic decision-making and grant success.
- Assign appropriate level staff to oversee grant program evaluation and primary evaluation services.
- Provide technical assistance as needed in areas related to research design, measurement, benchmarking, test and survey tools, data analysis and reporting.

b. Orientation and Monitoring

- Facilitate initial grant evaluation meeting with Project Director to verify approach, evaluation questions, design, and methodology.
- Participate in initial grant orientation meeting and relevant follow-up meetings for program monitoring.
- Make adjustments to the evaluation plan, data collection strategies, and reporting formats based on Project Director’s input and compile baseline information for monitoring progress and administrative reporting.

c. Evaluation Instruments

- Develop evaluation instruments that are tailored to match project activities, answer key evaluation questions, and report on objectives.
- Provide any needed testing or training on the use of evaluation instruments to be used by project participants.
- Submit any adjusted instruments or plans to the Project Director for approval prior to implementation.

d. Data Collection and Analysis

- Collect, analyze, and present results from any data collection activities (e.g., surveys, interviews, focus groups) each quarter.
- Review annual performance data for accuracy.
- Use online survey technology, web-based data collection, management and analysis programs, and software packages for analysis of quantitative and qualitative data.

e. Evaluation Reporting

- Provide timely and useful feedback for the purpose of informing decisions, including interim reports, survey briefs, snapshots, and in-person briefings.
- Prepare any interim and/or annual performance reports for submission to the Project Director, incorporate needed changes, and ensure timely submission to the funding agency.

f. Consultation and Dissemination of Evaluation Results

- Provide ad hoc consultation to the Project Director on matters related to the program evaluation and the use of evaluation results to inform program improvements.
- Give assistance in identifying effective methods for disseminating evaluation results to key stakeholders.

The successful Proposer shall provide documentation to support the following:

- Expertise and experience with federal grants evaluation in the area of K-12 education.
- Understanding of policies and guidelines that affect the evaluation of federally funded and other grant programs.
- Delivering a team oriented, participatory approach to grant evaluation in collaboration with those involved in grant implementation and management.
- Assigning sufficient staff members to the project, including a Ph.D. – level evaluator to oversee grant program evaluation, a masters-level evaluator to provide primary evaluation services, and support staff to handle data management or assist in evaluation activity.
- Providing on-site assistance, as well as regular e-mail and phone contact, and ad hoc consultation to the Project Director related to program evaluation and the use of data for informed decision-making.

6. PROPOSAL EVALUATION: Statements of qualifications shall be opened and reviewed on the due date and time specified on page 1 of this document. The qualifications package shall demonstrate the respondent’s ability to deliver the Grant Evaluation services based on demonstrated competence and qualifications.

7. EVALUATION CRITERIA:

It is the intent of the District to award this RFQ based on the **Best Overall Value to the District** and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the JUBILEE ACADEMIC CENTER, all such information and data requested by the JUBILEE ACADEMIC CENTER to help in determining the Proposer’s qualifications and responsibility. The District reserves the right to negotiate separately with any proposer(s) in any manner necessary to serve the interests of the District.

JUBILEE ACADEMIC CENTER will use the following criteria in the evaluation of this RFQ.

I. An Evaluation Committee will evaluate the proposals against the following weighted criteria:

	<u>Criteria</u>	<u>Maximum Point Value</u>
1.	Years the Proposer has been Evaluating Grants	20 pts
2.	Number of Grants the Proposer has Evaluated	20 pts
3.	Experience Evaluating Awarded Grant Proposals	15 pts
4.	Formal Education and Experience of Evaluation Staff	15 pts
5.	Description of the Proposer’s Philosophy of Evaluation	20 pts
6.	Cost of Evaluation Services	10 pts

Notice: The evaluation and scoring shown on this evaluation document are preliminary results and are not final. This evaluation and scoring may be subject to re-evaluation, re-scoring, and/or re-examined considering additional evaluation information, such as applicable law/regulations or through a Best and Final Offer (BAFO) process. Evaluations and scoring results are not final until the evaluation process officially concludes.

II. Proposer(s) scoring highest based upon the Evaluation Criteria will be selected to participate in this final analysis of proposals. Qualifications and suitability of the proposed service and not price alone shall be considered in the acceptance of proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation criteria.

JUBILEE ACADEMIC CENTER may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation and may act upon such written interpretation.

JUBILEE ACADEMIC CENTER shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. JUBILEE ACADEMIC CENTER may waive any informality in any proposal to the fullest extent permitted by applicable law.

The contents of the proposal submitted by the successful Proposer and this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Proposer will be expected to sign a contract with the District.

Best Value Incentives

In this section you should list any best value incentives you can offer JUBILEE ACADEMIC CENTER with the purchase. Examples of incentives would be to include as part of the proposal, additional services at no additional cost, reduced costs in subsequent years, etc. These incentives must be clearly enumerated in your response. The response must provide a description of each incentive indicating particulars such as amounts, times, etc.

The Proposer must include a summary in this section of all Best Value Incentives being offered along with Proposer’s cost and the cost to JUBILEE ACADEMIC CENTER, if any. This information may be used in determining award of this RFQ. Please see the example summary below for one sample type incentive.

Example of a Best Value Incentive Summary

Incentive	Proposer's Cost	JUBILEE ACADEMIC CENTER Cost
Additional Consulting Services	\$ 10,000.00	\$ -

1. Years the Proposer has been evaluating grants – up to 20 points. Jubilee Academic Center is most interested in working with Contractors that have been conducting grant evaluations for at least five (5) years and have a solid history in the evaluation and grant fields. Please outline your history of conducting evaluations. Include any information such as websites that describes your history, services, and other related information that would be helpful in evaluating your experience. (Limited to no more than three (3) pages)

2. Number of grants the Proposer has evaluated – up to 20 points. Jubilee Academic Center seeks to engage Providers that have significant experience in evaluating grant programs. Include a list of grants for which the organization served as the principal evaluator. List the types of grants, average amount of award, funding source, and length of grants. (Limited to no more than three (3) pages)

3. Experience evaluating awarded grant proposals for School Districts, Schools, and affiliated Private Non-Profits – up to 15 points. Jubilee Academic Center is most interested in working with a Provider that has significant experience and knowledge about how School Districts, Charter Schools, and affiliated Non-Profits operate. Providers should describe their past and current experience in evaluating grant awards for School Districts, Charter Schools, and Private Non-Profits. Respondent must include at least three letters of reference from leaders, decision makers, and/or project directors employed with Private Non-Profits, School Districts, Government Agencies, and/or Schools for whom the Provider has conducted evaluations. Letters must be dated within the last two years and may be from organizations located in Texas or other states. These references must have worked directly with the Provider and know firsthand the quality of the Provider’s work. (Limited to six 6 pages)

4. Formal Education and Experience of Evaluation Staff – up to 15 points. Please attach resumes for each staff member who will work on evaluation projects. Jubilee Academic Center understands that staff may vary for each project and additional staff may be required. (Not to exceed five professionals. Limited to no more than fifteen (15) pages)

5. Description of the Provider’s philosophy of evaluation and how the Provider will provide the deliverables outlined in the Statement of Work– up to 20 points. Please describe the firm’s philosophy on:

- How a quality evaluation should be conducted during the stages of grant development.
- Creating the evaluation section of grant proposals to ensure that the evaluation section conforms to program activities.
- Preparing for early meetings with key stakeholders and decision makers.
- Providing ongoing communications with the Project Director and other key informants.
- How the firm will provide guidance for course corrections when the program is deviating from the original grant proposal.
- How evaluation reports will be developed prior to submission to the funding source.
- The methods used to resolve problems.
- Communicating concerns to key decision-makers.
- Minimum requirements for visits and documentation.
- Concluding the project’s evaluation activities.
- And other relevant information. (Limited to no more than eight (8) pages)

6. Cost of Evaluation Services – up to 10 points. Though Provider quality is the primary focus, Jubilee Academic Center desires to be cost-conscious. Our goal is to secure the highest quality services at fair and reasonable prices. Respondents may indicate per-hour, daily fees, or a certain percentage of grant funds that they may charge for evaluations. Jubilee Academic Center understands

that evaluation fees may vary according to the complexity of the grant, number of schools / sites, grant evaluation requirements, reporting mandates, etc. and, in some cases, the funding agency may limit or restrict the size of contractual fees for evaluators. Therefore, the Provider and Jubilee Academic Center may scale back the evaluation activities based upon the amount of funds assigned for evaluation. (Limited to no more than two (2) pages)

8. PROPOSAL INQUIRIES: Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax or email. Inquiries by telephone will not be accepted.

9. PROPOSAL SUBMISSION: **Submit (by mail or hand delivery) the original and one (1) electronic (USB Drive)** of each Proposal in a sealed, plainly marked envelope. **To properly process the envelope containing your response, it shall be plainly marked:**

RFQ 22-004 GRANT EVALUATION SERVICES

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Special Requirements

All contracted organizations/agencies must comply with all Federal, State and District guidelines.

Proposal Submission Requirements

The proposal must be formatted in the following manner, to include the attachments below:

Part I – Technical Response

- Cover Page with contact information (one page)
- Table of Contents (one page)
- RFQ Mandatory Forms – All forms included as part of this RFQ **must be completed, signed, and returned** with the Proposer's response. **All forms associated with the RFQ must be submitted in the original format.**
- Vendor Data Confidentiality Agreement Form
- Representation and Certification (must include all applicable supporting documentation)
- Out of State Certification
- Edgar Compliance
- HB 89
- Acknowledgement of Addenda (if applicable)
- Executive Summary (one page or less)
- Technical Response to the Statement of Work
- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix E
- Appendix F
- Appendix G
- Appendix H: Bid Bond, if applicable. If not applicable, cite N/A in this section

Executive Summary: Must include the following information in the following order:

1. Name of Organization/Agency
2. Contact Person and Contact Information (i.e., phone number, fax number, e-mail address, alternate point of contact)
3. Organization Background Information/History
4. Describe experience, qualifications, and successes in the selected service area
5. Describe what services, activities, or strategies will be provided and frequency
6. Name and title of staff members, and number of staff to be involved

Required attachments must include a table of contents in the following order:

Appendix A: Description of services and capabilities as outlined in the **Statement of Work** section of the RFQ, in the order shown.

Appendix B: Must contain documentation, which reflects the financial condition of the Proposer. Such documentation must include income statements and balance sheets for the past fiscal year immediately preceding the date of the RFQ (a Dun & Bradstreet rating sheet may be substituted for the information indicates profitability and stability). This information must be provided with the original proposal. Do not provide this information with evaluation copies.

Appendix C: A list of at least three (3) Non-JUBILEE ACADEMIC CENTER references from current customers. References must include Educational Agencies (K-12 preferred), Government Agencies and/or Firms, which are substantially serviced by the Proposer (references most similar to JUBILEE ACADEMIC CENTER must be provided). Each reference must contain the reference's name, address, and telephone number, e-mail and point of contact. Proposers must provide accessible references AND contacts. References which cannot be contacted and/or verified will not be considered for evaluation. Contract references five (5) years and older, and those which have not completed a full 12-month cycle will not be evaluated or considered.

Appendix D: Resumes for each staff member and Service Proposer must accompany the proposal and/or job description of staff positions to be added along with the number of positions.

Appendix E: Copy of the Proposer's "Good Standing" status in *Item A* of the Representation and Certifications Form.

- Appendix F:** Copy of the Proposer’s “Good Standing” status in *Item B* of the Representation and Certifications Form.
- Appendix G:** Copy of the Proposer’s Economically Disadvantaged Business Enterprise (EDBE) certificate if *Item E.* of the Representation and Certifications is marked “Yes”.
- Appendix H:** Bid Bond, if applicable. If not applicable, cite N/A in this section

Part II – Pricing

Vendors that are selected will be required to submit a Pricing Sheet to proceed to the next steps of this solicitation process.

The District reserves the right to disqualify Vendor if any required attachments do not accompany the proposal when it is submitted. The proposal may be deemed non-responsive for further consideration

*****THERE IS NO GUARANTEED NUMBER OF REFERRALS*****

Fees and Payment Terms

1. Services provided under a contract awarded from this RFQ will be used on an as-needed basis. The total numbers of hours for the required services are unknown. JUBILEE ACADEMIC CENTER does not guarantee any specified number of hours or guaranteed payment amount.
2. JUBILEE ACADEMIC CENTER will pay monthly for services, based on agreed upon rates, for services rendered during the previous month. All rates shall be included on the Pricing Schedule and included as a part of the awarded contract.
3. In the event a Proposer’s billable services exceed the “not to exceed amount” (NTE) amount in the contract, the Proposer will risk non-payment.

**Jubilee Academic Center
Vendor Data Confidentiality Agreement Form**

_____ (hereinafter referred to as “Vendor”), has requested data from the District database (hereinafter referred to as “District data” or “data”) maintained by Jubilee Academic Center (hereinafter referred to as “JUBILEE ACADEMIC CENTER” or “District”). Vendor has or intends to enter into a contract/license/other agreement (“Contract”) with JUBILEE ACADEMIC CENTER to provide services to JUBILEE ACADEMIC CENTER. Vendor has requested or intends to request access to data for the purpose of providing the services specified in the Contract. JUBILEE ACADEMIC CENTER has agreed or intends to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement. THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL OF VENDOR’S TERMS AND CONDITIONS TO THE CONTRARY REGARDING THE FOLLOWING DESCRIBED “APPLICABLE DATA.”

Applicable Data

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Contract with JUBILEE ACADEMIC CENTER.

Student Data in Particular

JUBILEE ACADEMIC CENTER will provide student data that may contain personally identifiable information from an education record of a student to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g (b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34 C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term “personally identifiable information from an education record” may include, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or the student’s family; (d) a personal identifier such as the student’s social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student’s identity known or easily traceable; and (f) any other information that would make the student’s identity known or easily traceable.

Vendor agrees that it will maintain the confidentiality of personally identifiable student information contained in the District data at all times and will keep the data in a secure location. Vendor shall restrict access to personally identifiable student information to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor and to take legal action against the vendor for damages or other relief.

Financial, Payroll, Employee, Vendor, Demographic, or other District Data in Particular

For purposes of this Confidentiality Agreement, the terms “Financial, Payroll, Employee, Vendor, Demographic, or other District data”, includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location.

Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract. Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

Other Terms and Conditions

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.

Vendor agrees to provide newly generated or collected data (such as assessment scores, student course selections, payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols.

Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement unless Vendor has received prior written authorization from the District. Should there be a breach of confidentiality by Vendor and a release of District data (including but not limited to personally identifiable student data) to any third party not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney's fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor's negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

Vendor agrees that it will promptly return the District data and system information to JUBILEE ACADEMIC CENTER upon written request by JUBILEE ACADEMIC CENTER or when the Vendor contract ends.

Vendor further agrees that it will delete and not retain the District data or system Information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor's use of personally identifiable information received from any person other than JUBILEE ACADEMIC CENTER, its employees or agents, or from JUBILEE ACADEMIC CENTER students.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

(Vendor's Name)

By: _____
(Signature of Authorized Representative)

(Printed Name and Title of Signatory)

Dated: _____

Jubilee Academic Center

By: _____
(Chief Technology Officer)

(Printed Name and Title of Signatory)

Dated: _____

If document does not apply, you must still sign and mark N/A.

Representation and Certification

By submitting this offer, the Vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

a. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension." Non-Federal entities are prohibited 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 those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions. ***Please reference "Debarment", of the attached Procurement Services General Terms and Conditions.***

Acknowledged

b. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "Notification of Criminal History", a person or business entity that enters a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity 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." Subsection (c) this notice is not required of a publicly held corporation.

Check one:

1. **My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.**

2. **My firm is not owned nor operated by anyone who has been convicted of a felony.**

3. **My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.**

Name of Felon(s):

Details of Conviction(s):

Acknowledged

c. "Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the Jubilee Academic Center Board of Trustees between bid/proposal submission date and award by the Board.

Acknowledged

d. The Jubilee Academic Center promotes, to the maximum extent allowed by law, participation by SWMBE in all District competitive procurement. Are you a qualified SWMBE?

Check one: Yes No

Type of Certification: _____

(i.e., Women-Owned Business, Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VBE), Disadvantaged Business Enterprise (DBE), African American Business Enterprise (AABE), Hispanic American Business Enterprise (HABE), Asian American Business Enterprise (ABE), Native American Business Enterprise (NABE), Disabled Individual Business Enterprise (DIBE), Emerging Small Business Entity (ESBE))

Certified by:

****Proof of certification must be included with your submittal.***

Acknowledged

e. "Conflict of Interest": (1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is an JUBILEE ACADEMIC CENTER employee or related by consanguinity (second degree) or marriage (first degree) to an JUBILEE ACADEMIC CENTER employee.

(2) Neither an officer, agent, employee, affiliate, subsidiary, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with JUBILEE ACADEMIC CENTER. Note: as used here, "conflict of interest" means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to JUBILEE ACADEMIC CENTER, or the vendor's officer's, agent's, employee's, or stockholder's personal interests are contrary or inconsistent with the vendor's contractual obligations to JUBILEE ACADEMIC CENTER.

(3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov't Code and JUBILEE ACADEMIC CENTER mandates.

Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh business day after the date that the vendor:

(i) begins discussions or negotiations to enter into a contract with JUBILEE ACADEMIC CENTER.

(ii) submits to JUBILEE ACADEMIC CENTER an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with JUBILEE ACADEMIC CENTER; or

(iii) the date the person becomes aware of an employment or other business relationship with a JUBILEE ACADEMIC CENTER officer, or a family member of the officer, or that the person has given one or more gifts to a JUBILEE ACADEMIC CENTER officer of the District, or a family member of the officer.

A vendor is further mandated by JUBILEE ACADEMIC CENTER to file a CIQ thirty days before the vendor's contract term expires and a renewal is considered by JUBILEE ACADEMIC CENTER. **Failure to timely file the CIQ will disqualify the vendor from being awarded a contract or having its contract renewed.** See JUBILEE ACADEMIC CENTER Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ.

Please complete the Conflict-of-Interest Questionnaire along with all other required documents to accompany bid/proposal submittal if applicable.

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

Acknowledged

f. Bidder/Proposer agrees to the attached "Procurement Services General Terms & Conditions" and any Special Terms & Conditions (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.

Acknowledged

g. "Insurance, Bonds": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. JUBILEE ACADEMIC CENTER may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the Jubilee Academic Center entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

Acknowledged

h. "Criminal Background Checks/Searches": Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22.

Acknowledged

i. "House Bill 1295" Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission's online filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, printed out, signed, and notarized. Jubilee Academic Center (JUBILEE ACADEMIC CENTER) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits JUBILEE ACADEMIC CENTER from executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to JUBILEE ACADEMIC CENTER. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Once a contract has been awarded, all notarized HB 1295 forms shall be mailed to 4434 Roland Road San Antonio, TX 78222. Attn: Purchasing.

Acknowledged

j. "House Bill 89 (HB 89)", Israel Boycott Prohibition Form: Under Texas law, this transaction requires the vendor to complete and return the enclosed verification form verifying that the vendor does not and will not boycott the State of Israel during the term of this transaction. This transaction cannot be completed without the return of a fully executed verification form.

Acknowledged

k. "Senate Bill 252 (SB 252)" updates state contracting law to prohibit governmental entities from contracting with companies engaged in business with Iran or designated foreign terrorist organizations.

Acknowledged

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____

Submitter's Name/Title: _____

Submitter's Signature: Date: _____

** Denotes mandatory requirement.*

This sheet must be completed, signed, and returned with firm's submittal.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, 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
---------------------	-------

Jubilee Academic Center
EDGAR Compliance

Jubilee Academic Center is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Jubilee Academic Center along with your agreement.

The following certifications and provisions are required and apply when Jubilee Academic Center expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by Jubilee Academic Center, Jubilee Academic Center reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

B. Termination or cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rules (B) above, when federal funds are expended by Jubilee Academic Center, Jubilee Academic Center reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Jubilee Academic Center also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Jubilee Academic Center believes, in its sole discretion that it is in the best interest of Jubilee Academic Center to do so. The vendor will be compensated for work performed and accepted and goods accepted by Jubilee Academic Center as of the termination date if the contract is terminated for convenience of Jubilee Academic Center. Any award under this procurement process is not exclusive and Jubilee Academic Center reserves the right to purchase goods and services from other vendors when it is in the best interest of Jubilee Academic Center.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

C. Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by Jubilee Academic Center, the vendor certifies that during the term of an award for all contracts by Jubilee Academic Center resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by Jubilee Academic Center, the vendor certifies that during the term of an award for all contracts by Jubilee Academic Center resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

E. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by Jubilee Academic Center, the vendor certifies that during the term of an award for all contracts by Jubilee Academic Center resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by Jubilee Academic Center, the vendor certifies that during the term and after the awarded term of an award for all contracts by Jubilee Academic Center resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1) No Federal appropriated funds have been paid or will be paid for 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 paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Jubilee Academic Center for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Jubilee Academic Center for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax #: _____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

JUBILEE ACADEMIC CENTER

HB 89

Verification of Vendor

[TX Gov't Code § 2270.001]

(Included in All Applicable District Contracts
for Goods and/or Services)

This Verification of Vendor is included in all contracts entered into by the Jubilee Academic Center, and its campuses and departments, for goods and/or services, as required by Chapter 2270 of the Texas Government Code.

The District is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the Jubilee Academic Center:

VERIFICATION

I hereby verify on behalf of _____ that I am authorized to make this verification on the company's behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the Jubilee Academic Center for goods and/or services.

Signature of Verifier _____

Printed Name of Verifier _____

Title of Verifier _____

Date of Verification _____

This document need not be notarized.

1 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

References

Proposer must submit three (3) Non-JUBILEE ACADEMIC CENTER references for which "Grant Evaluation Services" are provided. Educational agencies K-12 are preferred.

Failure to provide references as requested may cause proposal to be deemed non-responsive.

1. Company Name/Address _____
Point of Contact _____
Phone Number _____
Length of Relationship _____
E-mail Address _____

2. Company Name/Address _____
Point of Contact _____
Phone Number _____
Length of Relationship _____
E-mail Address _____

3. Company Name/Address _____
Point of Contact _____
Phone Number _____
Length of Relationship _____
E-mail Address _____

***Note: "Please indicate (by labeling this form "Confidential") whether you consider as confidential the references provided above. If so and subject to decision by the Texas Attorney General, information provided below or provided by a reference may not be publicly disclosed if such information (1) is confidential by law, (2) would give advantage to a competitor or bidder, or (3) constitutes a trade secret or commercial/financial information which, if released, would cause substantial competitive harm to the person/entity providing the information."**

Past Performance Questionnaire
RFQ 22-004 Grant Evaluation Services”

Please complete this Questionnaire and e-mail or fax to:
Dept.purchasing@jubileeacademic.org

_____ is currently in the process of preparing a proposal response for Jubilee Academic Center RFQ 22-004 “Grant Evaluation Services”. As part of our proposal, we have listed you as a reference on our performance for this type of service with your company/agency under the previous/current contract listed below. Your input on our performance is therefore requested.

Please complete this Questionnaire and e-mail to: dept.purchasing@jubileeacademic.org

Questionnaire is due no later than November 10th,2021 at **2:00 PM (CST)**. Questionnaire must be submitted directly to the Jubilee Academic Center Purchasing Department on company letterhead if emailed from a corporate e-mail account.

Thank you.

NAME OF PROPOSER: _____

Phone: _____ Fax: _____ E-Mail: _____

Past/Current Reference Information

Contract or Identifying Number: _____

Contract Value: _____

Period of Performance: _____

Brief description of Items Provided:

Name of Person Completing Questionnaire: _____

Agency/Company:

Title: _____ Phone: _____

E-mail: _____

EVALUATION. Please rate the Proposer utilizing the guide below. Explanatory narratives for as many responses as possible would be appreciated. These narratives need not be lengthy, just detailed. Attach additional pages if more space is needed.

Evaluation Definitions – The following definitions should be used in the assessment of Contractor performance.

<u>EXCEPTIONAL</u>	Performance <u>EXCEEDS MOST</u> contractual requirements. The performance of areas being assessed was accomplished with few minor issues or concerns.
<u>VERY GOOD</u>	Performance <u>EXCEEDS SOME</u> contractual requirements. The performance of areas being assessed was accomplished with few minor issues or concerns, for which the Contractor’s corrective actions were highly effective.
<u>SATISFACTORY</u>	Performance <u>MEETS</u> contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.
<u>MARGINAL</u>	Performance <u>MEETS SOME</u> contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.
<u>UNSATISFACTORY</u>	Performance <u>DOES NOT MEET</u> contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor’s corrective actions were ineffective.
<u>NOT APPLICABLE (N/A)</u>	Performance information not recent or relevant as defined in the Solicitation. Unable to provide assessment.

Past Performance Evaluation

1. Has this company provided this type of service to your District/Company?
If not, what work did this vendor do for your District/Company?

2. When did this work take place?

3. What was the quality of the vendor’s services and goods to your District/Company?

4. Did the service and goods meet your expectations?

5. Was the work completed in a timely manner?

6. Would you recommend the vendor for future work within your District/company?
Why or why not?

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory

General Comments:
