

DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL

4129 GREENWOOD Corpus Christi, Texas 78416

Office: 361-881-9988 Fax: 361-881-9994

Website: www.gcclr.org

**Internet Service (Primary and Secondary)
REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP#) FY09-IA-ER01**

DATE: January 5, 2009

CONTACT PERSONS: All questions must be sent to peter.fernandez@gcclr.org.

QUOTES MUST BE DELIVERED BY: February 3, 2009 at 5:00 P.M.

QUOTES MUST BE DELIVERED TO: GCCLR
4129 Greenwood Drive
Corpus Christi, TX 78416
Attn: Office of Finance

The Charter is soliciting proposals from qualified vendors to provide: Primary Internet Service and Secondary Internet Service Districtwide. The vendor awarded Primary Internet Service will not be awarded Secondary Internet Service.

Dr. M. L. Garza-Gonzalez
CEO

Submission of this proposal shall serve as evidence that the offeror understands and agrees to all conditions of the Request for Proposal. Faxed proposals will not be considered. All offerors must submit the attached felony conviction form, in accordance with Section 44.034 of the *Texas Education Code*, the non-collusion disclosure, conflict of interest questionnaire and all signed addendum pages. Failure to submit these forms may result in disqualification of your proposal.

NAME OF VENDOR SIGNATURE OF REPRESENTATIVE

ADDRESS PHONE & CELL PHONE

E-MAIL ADDRESS DATE

Table of Contents

Dr. M.L. GARZA-GONZALEZ CHARTER SUPPLIED INFORMATION

1. Contract Documents
2. Submission of Proposals
3. Vendor Information
4. Evaluation Factors
5. Notice of Award
6. Submission Format of Proposal
7. Scope of Work
8. General Instructions to Vendor
9. Financial Terms and Conditions

RESPONDENT'S SUBMITTAL

10. Insurance
Sample Contract

NOTES TO ALL VENDORS:

1. The term of this Competitive Sealed Proposal shall be for twelve months, beginning July 1, 2009 and ending June 30, 2010.
2. This is a twelve (12) month contract with an option to extend for an additional two (2) or three (3) twelve (12) month periods subject to approval by Schools and Libraries Division and Charter funding.
3. DR. M. L. Garza-Gonzalez Charter School (Charter) reserves the right to reject any or all proposals, waive all irregularities and to choose the best value proposal.
4. All questions regarding this proposal should be e-mailed to peter.fernandez@gcclr.org.
5. Bidders must submit the original paper copy and two (2) Data Compact Disks (CDs) each containing the following two files. All PDF files and CD names should be as follows: "Internet Services # FY09-IA-ER01 Your SPIN #_____."
 1. Electronic version of proposal in PDF format; The PDF file name should be as follows: Internet Services #FY09-IA-ER01 Your SPIN #_____."
6. Charter reserves the right to award all, part or none of the proposal and is subject to Schools and Libraries Division funding and/or availability of Charter funding.
7. Award of bidder's Competitive Sealed Proposals will be in the form of a contract. Award is contingent on funding from Schools and Libraries Division and Charter funding.

DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL
OFFICE OF FINANCE

INSTRUCTIONS TO OFFERORS

1. Contract Documents:

- 1.1. The Charter's expectations with respect to the performance by each Offeror and by each seller in connection with the Charter's purchase are set out in the "Contract Documents" which consist of the Request for Competitive Sealed Proposal ("RFCSP") Specifications, Instructions to Offerors, Standard Terms and Contract Conditions, and Proposal Sheet. Offerors who fail to examine the Contract Documents do so at their own risk.

2. Submission of Proposals:

- 2.1 Sealed proposals must be submitted by mail or hand delivered in an envelope marked on the outside with the vendor's name, address, Proposal title and Proposal number.
- 2.2 Proposals must be returned in sufficient time to be received and time stamped at the location specified in Proposal. Late Proposals will be marked "Late" and returned to the offeror.
- 2.3 Proposals may be modified or withdrawn by written or telegraphic (including facsimile) notice received by the Charter's Office of Finance prior to the exact hour and date specified for receipt of Proposals. A Proposal may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the Proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

3. Vendor Information:

- 3.1 Proposals must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually.
- 3.2 Proposals must be firm through the term of the award. If the Offeror anticipates a price change due to economic conditions, the Offeror must give thirty (30) days written notice to the Office of Finance. Approval from Charter shall be obtained before price change is effective.
- 3.3 The Charter does not have to pay Federal Excise Taxes or Texas and local retail sales and use taxes. Tax exemption certificates will be provided upon request.

- 3.4 Proposals must address all requested information or may be considered as non-responsive to the solicitation.
- 3.5 Terms of payment are Net 30 days.
- 3.6 The Charter expressly reserves the right to waive minor deviations from the specifications when it is determined that total cost to the Charter of the deviating bid is lower than the lowest conforming bid which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating bid is equal to or greater than that of the conforming bid.
- 3.7 Waive any defect, irregularity or informality in any proposal or purchasing procedure.
- 3.8 Reject any or all Proposals for any reason.
- 3.9 Amend the Proposal prior to bid opening date. If the solicitation package was downloaded from the Charter website, vendors are responsible for obtaining any addendums.
- 3.10 Increase or decrease the quantity specified in the Proposal.
- 3.11 Consider and accept an alternate proposal as provided herein when most advantageous to the Charter.
- 3.12 Conduct discussions and negotiate final scope and price.
- 3.13 Offeror must be an eligible approved provider by the Schools and Libraries Division at time of award of contract and implementation. The Charter reserves the right to terminate the contract for failure to maintain approval by the Schools and Libraries Division.
- 3.13 Submission of a Proposal: Obligates the submitter to agree to be held responsible for:
 1. having examined the Request for Proposal and all referenced and applicable decisions of authorities having jurisdiction over the work herein, statutory authority, and local policy;
 2. having become familiar with the nature and Scope of Services required by the District; and
 3. identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District's timeline for completion of the Services.

4. Evaluation Factors:

Price	30%
Prior Experience (Similar Projects)	25%
Personnel Qualifications	15%
Management capability	10%
Past Performance (Similar Projects)	<u>20%</u>
	100%

5. Notice of Award:

Award of bidder's Competitive Sealed Proposals will be in the form of a contract. Award is contingent on funding from Schools and Libraries Division and Charter funding.

6. Submission Format of Proposal:

- Electronic submission of proposal in PDF format as well as paper submission of proposal. Please see Notes to All Offerors located on page 3, item 5 of this proposal.

6.1 Offeror's proposal amount:

6.1.1 Offeror represents that, prior to preparing this proposal, he carefully read the contract documents and/or coordinated with Office of Finance to ensure he is fully informed of the conditions, difficulties, and requirements which he will, or may, encounter in the completion of this project in accordance to all contract documents.

6.1.2 Offeror shall provide prices for either Primary Internet Service or Secondary Internet Service or both:

6.1.3 Offeror shall provide the following pricing information:

Vendor:			
Vendor Address:			
1.	RFP#:	FY09-IA-ER01 Internet Services - Primary	
2.	Entity Name:		
3.	Vendor SPIN:		
		Totals	
	Item	Monthly Eligible	Monthly Ineligible (If Applicable)
	Item	Monthly Eligible	Monthly Ineligible (If Applicable)
4.	T1 OR ETHERNET Line		
5.	One "Class C" blocks of sequential public IP Addresses		
6.	Installation		
7.	Total Monthly Charges:		
8.	Item	Annual Eligible	Annual Ineligible (If Applicable)
9.	T1 OR ETHERNET Line		
10.	One "Class C" blocks of sequential public IP Addresses		
11.	Installation		
12.	Total Annual Amount:		
13.	Comments:		

Vendor:			
Vendor Address:			
1.	RFP#:	FY09-IA-ER01 Internet Services - Secondary	
2.	Entity Name:		
3.	Vendor SPIN:		
		Totals	
	Item	Monthly Eligible	Monthly Ineligible (If Applicable)
	Item	Monthly Eligible	Monthly Ineligible (If Applicable)
4.	T1 OR ETHERNET Line		
5.	One "Class C" blocks of sequential public IP Addresses		
6.	Installation		
7.	Total Monthly Charges:		
8.	Item	Annual Eligible	Annual Ineligible (If Applicable)
9.	T1 OR ETHERNET Line		
10.	One "Class C" blocks of sequential public IP Addresses		
11.	Installation		
12.	Total Annual Amount:		
13.	Comments:		

- The vendor awarded Primary Internet Service will not be awarded Secondary Internet Service.

7. Scope of Work:

The Charter is soliciting proposals for two qualified vendors to provide Primary Internet Service and Secondary Internet Service. The best value vendor will be selected as the primary vendor and the best value vendor will be chosen as the secondary vendor. The vendor awarded the Primary Internet Service will not be awarded the Secondary Internet Service.

- 7.1 Internet Access services should include, but will not be limited to:
 - 7.1.1 Transport- Minimum accepted level is T-1.
 - 7.1.2
 - 1. Primary Service
 - a. T1 OR ETHERNET line.
 - 2. Secondary Service
 - a. T1 OR ETHERNET line.
 - 7.1.3
 - 1. Primary Service
 - a. One "Class C" blocks of sequential public Internet Protocol (IP) Addresses. If any additional cost will be charged for these addresses it should be indicated as part of any proposal.
 - 2. Secondary Service
 - a. One "Class C" block of sequential public Internet Protocol (IP) Addresses. If any additional cost will be charged for these addresses it should be indicated as part of any proposal.
 - 7.1.4 The bid price should include all installation charges.
 - 7.1.5 Acceptance Testing - Upon completion of installation, a mandatory performance evaluation will be conducted by the vendor in the presence of the Charter's authorized representative.
 - 7.1.6 Vendor shall notify the Charter's representative of the proposed testing schedule and receive advanced approval from the representative before conducting said tests.
 - 7.1.7 The School Charter requires any vendors responding to the proposal to provide true Tier 1 Access. In short, the (ISP) must have the bandwidth in place to route the Charter's traffic directly with no aggregation whatsoever. The Charter requires the following details from all vendors:
 - 7.1.7.1 Exactly how the vendor proposes carrying traffic to the ISP's Point of Presence (POP) (ex: local loops used, who's network, equipment used etc.)
 - 7.1.7.2 How the ISP is connected (Network Access Protection (NAP), any peering agreements, load balancing used, any restrictions on the ISP, etc)
 - 7.1.7.3 Backup network access, power, etc.
 - 7.1.7.4 Average & Peak network utilization.

The School Charter will ask for proof of any claims made by participating vendors.

- 7.1.7.5 Reports: The successful vendor will be responsible for providing monthly reports showing peak and average usage by site. The reports of peak and average usage are to capture and report data hourly. Reports are to be delivered, either on hard copy or electronically, by the seventh of each month.
- 7.1.8 The School district may be interested in increasing the service level (bandwidth) above the amount approved in the contract.
- 7.1.9 Offeror shall ensure that all cabling and/or wiring is properly enclosed to ensure a professional and institutional appearance.

8 General Instructions to Vendor:

- 8.1 Each project will be a “turn-key” solution. Due to availability of funds, Charter construction plans, and other factors, the Charter will have the right to select which projects and/or options it chooses to do and when. Once the initial award is made, the Charter may choose to add additional projects and/or options as they become feasible and to request changes or additions to reflect the needs of the Charter.
- 8.2 No additional work shall be performed without written authorization in the form of a change order authorized by the CEO.
 - 8.2.1 Proposed prices shall be all-inclusive and represent complete installation and/or delivery of projects as specified. Responses shall include all equipment, hardware, software, installation, configuration, training, maintenance, testing, certification, and warranties. The successful offeror shall be responsible for all parts, labor and all other associated items necessary to completely install, test, and turnover as appropriate and specified for acceptance to the Charter, the project(s) detailed in this proposal.
 - 8.2.2 The offeror shall ensure the Charter is aware and acknowledges any modifications needed to the network, electrical, air conditioning and infrastructure to ensure efficient and effective use of the proposed solution in writing.

8.3 Current Equipment:

Single Cisco Router w/ T1 Link

8.4 Documentation:

- 8.4.1 Documentation includes support material provided in the form of paper and electronic media. It may include diagrams, blueprints, equipment specifications or instruction manuals for services and products. Basic documentation is eligible for discount if provided as part of the purchase or installation of eligible equipment or eligible services.

8.4.2 The proposed solution should include logical and physical design diagrams. These are to be both electronic and on paper. The electronic version must be in three formats: Visio, and PDF. If network diagrams of schools are involved, the vendor must have entities drawn to scale.

8.5 Management:

8.5.1 Management cost for the installation and initial operation of eligible products and services are eligible only if they are part of a contract or proposal for those eligible products and services. Project management costs that involve initial planning are not eligible.

8.5.2 The offeror shall assign a project manager and must work with an assigned individual at Charter. The assigned project manager must be available to assist in resolving issues as they occur. The project manager should setup scheduled meetings to discuss the status of the project as it is occurring. All projects must be put into Microsoft Project Manager and an electronic copy be given to Charter prior to start of project.

9. Financial Terms and Conditions:

9.1 Payments shall be "net thirty (30) days" after date of invoice received and accepted by Office of Technology.

9.2 This is an E-rate proposal to be funded by E-rate funds at a discount of approximately 90%, and approximately 10% to be paid by Charter.

10. Insurance: Insurance shall accompany proposal:

Commercial General Liability

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Product/Completed Operations Aggregate	\$1,000,000
General Aggregate Limit	\$1,000,000

Automobile Liability covering owned, non-owned, and hired automobiles

Combined Single Limit	\$ 20,000
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Workers' Compensation

Each accident	\$ 500,000
Disease each employee	\$ 500,000
Disease policy limit	\$ 500,000

- 10.1 All insurance must be written by insurance companies which are rated in the A.M. Best Key Rating Guide-Property & Casualty with a policy holder's rating of "A" and a Financial size category of Class VII.

NOTE:

- 10.2 The Owner is to be named as additional insured in the policy and a waiver of subrogation shall be provided to the Owner. Contractor shall provide notification of cancellation, in writing, thirty (30) days prior to termination date.
- 10.3 Letter from bonding company showing bonding capacity.
5% Bid Bond is required if proposed price is over \$100,000.

DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL
OFFICE OF FINANCE
STANDARD TERMS AND CONTRACT CONDITIONS

1. Every purchase by the DR. M. L. Garza-Gonzalez Charter School (“The Charter”) of goods, or services, or both, shall be governed by the following terms and conditions, except to the extent that such terms and conditions are specifically modified or altered by the terms and conditions of the Request for Competitive Sealed Proposal, Specifications, Proposal Sheet or Instructions to Offerors relating to the subject Request for Proposal. The Request for Competitive Sealed Proposal, Specifications, Instructions to Offerors, Standard Terms and Contract Conditions, Proposal and Proposal Sheet constitute and are referred to hereafter collectively as the “Contract Document.”

2. Gratuities:

The Charter may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Charter that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the Charter with a view toward securing a contract or securing favorable treatment with determinations with respect to the performance of such contract. In the event this contract is canceled by the Charter pursuant to this provision, the Charter shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

3. Special Tools and Test Equipment:

If the price stated in the Proposal includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of fulfilling Seller’s obligations, such special tooling equipment and any process sheets related thereto shall become the property of the Charter and to the extent feasible shall be identified by the Seller as such.

4. Warranty Price:

4.1.1 The price to be paid by the Charter shall be that contained in Seller’s Proposal which Seller warrants to be no higher than Seller’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller’s current prices on orders by others, or in the alternative, the Charter may cancel this contract without liability to Seller for breach or Seller’s actual expenses.

4.1.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding

for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Charter shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products:

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Charter. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions contained in the Contract Documents and to the sample(s) furnished by Seller, if any.

6. Safety Warranty:

Seller warrants that the product sold to the Charter shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the Charter may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the Charter will be at Seller's expense.

7. No Warranty By The Charter Against Infringements:

As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. The Charter makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the Charter be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like will result, he will notify the Charter to the effect in writing within two weeks after the signing of this agreement. If the Charter does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and hold the Charter harmless from any loss, cost or expense. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his infringements search.

8. Termination:

The performance of work under this contract may be terminated in whole or in part by the Charter in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the Charter set forth in paragraph 15, herein.

9. Commitment of Current Revenue: (Local Government Code 271.903)

The Charter by law reserves the right to terminate this contract at the expiration of each budget year. The contract is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the contract and the continuing right to terminate. This contract is a commitment of the local government's current revenues only.

10. Force Majeure:

If by reason a Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Contract Documents then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relies upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- 10.1 The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

11. Advertising:

Seller shall not advertise or publish, without the Charter's prior consent, the fact that the Charter has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

12. Right to Assurance:

Whenever one party to this contract in good faith has reason to question the other party's intent to perform they may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is

given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

13. Independent Contractor:

Seller shall perform the services required by the Contract Documents as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the Charter .

14. Hold Harmless:

Seller shall fully indemnify, save and hold harmless the Charter , its officers, employees, and agents (hereinafter “the Indemnities”) against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, workers’ compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the contract, unless such injury, loss or damage is caused by the sole negligence of Indemnities. Seller shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

15. Insurance Requirements:

No activities shall be commenced under this contract until a Certificate of Insurance as proof of the required insurance coverage’s is delivered to the Contract Administrator as specified in the Specifications. Additionally, the Certificate must state that the Charter will be given at least thirty (30) days prior notice of cancellation, material change in the coverage, or intent not to renew any of the policies. The Charter shall be named as an additional insured. Copies of the insurance policies shall be furnished to the Charter upon request. A Workers' Compensation Insurance Certificate is required. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

16. Assignment Delegation:

No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written approval of the Charter. The performance of this contract by Seller is of the essence of the contract and the Charter’s right to withhold consent to such assignment shall be within the sole discretion of the Charter on any grounds whatsoever. Any attempted assignment or delegation by Seller shall be

wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17. Waiver:

No claim or right arising out of a breach of this contract can be discharged in whole or in part by 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.

18. Liquidated Damages:

If the Project is not complete in accord with the Contract Documents within the Contract Time then the Owner shall be entitled to recover from the Contractor, at Owner's sole election all loss or damage incurred or sustained by Owner of every kind and nature whatsoever

19. Modifications

This contract can be modified or rescinded only by written statement signed by both parties and/or their duly authorized agents.

20. Prohibition against Personal Interest in Contracts:

If any member of the Board of Trustees of the Charter or any employee of the Charter has any interest, either direct or indirect, in the business of Seller, such interest must be disclosed in Seller's Proposal.

21. Applicable Law:

This contract shall be governed by the Uniform Commercial Code ("Code") as enacted by the Texas Legislature which is effective and in force on the date of this contract together with any other laws of the United States, the State of Texas, Ordinances of the City of Corpus Christi, Texas, and Policies/Directives of the DR. M. L. Garza-Gonzalez Charter School which may be applicable to the contract.

22. Interpretation Parole Evidence:

The Contract Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. 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 this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Code is used in this agreement, the definition contained in the code is to control.

23. Venue:

Both parties agree that venue for any litigation arising from this contract shall lie in Nueces County, Texas.

PAYMENT FOR SERVICES

As consideration for the work furnished by the Contractor pursuant to this Agreement, the Charter and the Schools and Libraries Division (SLD) will pay the Contractor, in accordance with the Schools and Libraries Division (SLD) decision funding letter, the total price of _____ Dollars and no cents (\$_____) as submitted by vendor on bid form. If the E-Rate funding varies, then the Contractor will be required to submit reimbursement for the E-Rate percentage approved in the SLD letter of award. Contractor agrees to furnish all labor, services, materials, tools, equipment, supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the stated Specifications, and properly inferable therefrom, all in accord with the Contract Documents.

INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of the services hereby contemplated, the Contractor is an independent contractor, and neither the Contractor, nor the principals, partners, employees, or subcontractors of the Contractor, shall be deemed servants, agents, or employees of the Charter.

INSURANCE AND BONDING REQUIREMENT

Immediately following the execution of this Contract, and before performing any work authorized through an approved purchase order, the Contractor shall furnish proof of insurance, on the full amount of the Contract Price, on forms promulgated by the Charter, written by companies acceptable to and approved by the Charter via a Certificate of Insurance, in accord with the requirements stated in insurance and bonding requirements in the Proposal, and otherwise required by law.

COMMENCEMENT AND COMPLETION OF WORK

Subject to funding, the Contractor shall commence work and complete work as required by the authorization from Schools and Libraries Division ("SLD") funding letter, authorization from Charter Board of Trustees, and the Contract Documents.

TAX EXEMPTION

The parties hereto agree that they will take such steps, and execute such instruments as may be necessary, to enable Charter to claim its exemption from the Texas Sales Tax for materials used. All savings resulting from such tax exemption shall be used for the benefit of the Charter.

ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without prior written consent of the Charter. In the event of an assignment by the Contractor to which the Charter has consented, the assignee or its legal representative shall agree in writing with the Charter to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein. In the event the Contractor assigns sublets, subcontracts, or assigns without written consent by the Charter, this Agreement may be terminated at the option of the Charter.

SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

MEDIATION

Except for the immediate remedy of injunctive relief, neither party will resort to litigation without first submitting any dispute regarding the subject matter of this Agreement to mediation.

ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

GOVERNING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and federal law and regulations that relates to Schools and Libraries Division (E-Rate). Any legal action brought in state court shall have venue in Nueces County, Texas.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter which is not contained herein, or in the Contract Documents, shall be valid or binding.

AMENDMENT

This Agreement may be amended by the mutual agreement of the parties' hereto in writing and incorporated into this Agreement. The duly appointed representative of each party must sign any such amendment.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SCHOOLS AND LIBRARIES DIVISION (E-RATE) REVENUES

Each party understands and agrees that any and all payments made in accordance with this Agreement shall be subject to Schools and Libraries Division Decision letter and 2009-2010 school budget funds available to the Charter.

REVENUES

Each party understands and agrees that any and all payments made in accordance with this Agreement shall be made only out of current revenues and receipts available to the Charter.

EQUAL OPPORTUNITY

The parties shall provide all services and fulfill all obligations associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R. § 106, et seq.*), and all other applicable anti-discrimination laws.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall defend and hold harmless the Charter and its Board of Trustees, administrators, staff, agents, and employees against any and all claims for damages, personal injury, or death proximately caused by the acts or

omissions of the Contractor, or any of its agents or employees, in the performance of this Agreement.

NOTICES

All written notices provided to the parties pursuant to this Agreement shall be forwarded to each party at the address indicated below. Such notice shall be considered duly and properly given when delivered in person or actually received by either party via U.S. mail or any other delivery service provider.

WHEREAS, the parties hereto agree to the terms of this Agreement as set forth above, the duly designated representatives of the DR. M. L. Garza-Gonzalez Charter School (the "Charter") and _____ (The "Contractor") hereby execute this Agreement, subject to authorization or ratification by any governing bodies, if required by law. The parties hereto acknowledge that they have read this Agreement, understand its contents, and the contents of any and all attachments or exhibits, and agree to be legally bound by the terms and conditions of this Agreement.

Executed at Corpus Christi, Texas, and dated on this the ___th day of _____200__.

CONTRACTOR:

By: _____

Printed Name: _____

DISTRICT:

DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL
P.O. Box 110
801 4129 GREENWOOD
Corpus Christi, Texas 78416

By: _____ Date: _____

Dr. M. L. Garza-Gonzalez
CEO

Felony Conviction Notice

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give **advance notice** to the district if the person or 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.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name _____

Authorized Company
Official’s Name (please print) _____

A. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official _____

B. 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) _____

Signature of Company Official _____ Date _____

C. My firm is a publicly owned, stock-exchange corporation; therefore, this reporting
requirement is not required.

Signature of Company Official _____

NON-COLLUSION DISCLOSURE

I am the manager, secretary or other agent or officer of the principal of the Bidder in the matter of the proposals to which this disclosure is attached and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services proposal on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§.36)

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(printed)

Signature of Company Official: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

If applicable, attached Form CIQ must be filed by vendor with Charter no later than the seventh business day after vendor submits vendor's response to the proposal. See Section 176.006, Local Government Code

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Codes.</p> <p>A person commits an offense if the person violates Sections 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	Office Use Only Date Received	
1. Name of person doing business with local governmental entity.		
2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a). Local Government Code is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendation to a local government officer of the local governmental entity with respect to expenditure of money.		
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire.		

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5. Name of local governmental officer with who filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with who the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer names in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer names in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local governmental officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of Interest.

7.

Signature of person doing business with the governmental entity

Date

The GCCLR will select two vendors based on costs, qualifications, proposal and the ability to expand the GCCLR's Wide Area Network in the future. Negotiations will be entered into with two vendors to select a single vendor to provide the GCCLR's MAN.

Appendix A

207798

GCC L R - ATS DISTRICT

TX DISTRICT

Location of MAN nodes

Entity Number:	214432
Entity Name:	DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL
NCES District Number:	00025
Primary Street:	4129 GREENWOOD
Primary City:	CORPUS CHRISTI, TX 78416
Entity Category:	SCHOOL

Entity Number:	214460
Entity Name:	LA RAZA C B C
NCES District Number:	00025
Primary Street:	2203 BALDWIN
Primary City:	CORPUS CHRISTI, TX 78405
Entity Category:	SCHOOL

Entity Number:	211895
Entity Name:	GCC LR -ATS SHELTER CAMPUS
NCES District Number:	00025
Primary Street:	721 OMAHA
Primary City:	CORPUS CHRISTI, TX 78408
Entity Category:	SCHOOL