

**Region 4 ESC**

**Contract # R210804**

*for*

Internet Service Provider for TEA Connect Texas Program

*with*

**Comcast Cable Communications Management, LLC**

Effective: August 1, 2021

**Tab 1**

**CONTRACT**

This Contract ("Contract") is made as of June 29, 2021 by and between **Comcast Cable Communications Management, LLC** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Internet service for the Connect Texas Program (the "Services").

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal Number 21-08 for ("RFP"), to which Contractor provided a response ("Proposal");

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092;

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract;

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control; and

WHEREAS, the Contract will provide that school districts and charter schools in the State of Texas and Texas Local Lead Agencies ("Public Agencies") may purchase the services indicated in the Contract as long as Contractor provides the services in the area where service is being requested and the purchasing entity has registered with OMNIA Partners.

- 1) Term of Contract. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope. Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. Finally negotiated and executed Contract between Region 4 ESC and Contractor
  - ii. RFP, Contractor's RFP Response and addenda agreed to between the parties  
Appendix D Requirements Cooperative contract to be Administered by Omnia Partners that is fully negotiated and executed by and between Omnia Partners and Contractor.
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. Neither party may assign this Contract in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other party, except that without such consent (i) either party may assign this Contract to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign this Contract to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Contract will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Contractor's use of third-party consultants and contractors to perform the Services. For the purposes hereof, "Affiliate" shall mean any entity that controls, is controlled by, or is under common control with a party.
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC and Contractor.
- 10) [INTENTIONALLY OMITTED]
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;

- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor materially violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract by providing Contractor with forty-five (45) days' written notice.
- c) [INTENTIONALLY OMITTED]
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and reasonable particulars of Force Majeure event(s) in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure events, 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.

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; lighting; 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.

e) Standard Cancellation. Region 4 ESC may terminate service to an address based on the household no longer having a member that attends a school that is part of the program or the household moving out of the area covered by the program by providing (i) the household with thirty (30) days' written notice that their service will be cancelled and (ii) providing Contractor with thirty (30) days' written notice requesting termination of service to that address. Region 4 ESC shall be responsible for the equipment provided to the household for use of the service to Contractor within forty-five (45) days of the termination of service.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract to the extent provided therein. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract to the extent provided therein.

14) [INTENTIONALLY OMITTED ]

15) [INTENTIONALLY OMITTED ]

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Unreturned Equipment. Region 4 ESC shall be responsible for returning all equipment provided to a Program Household to Contractor within 30 days of the Program Household's Service being disconnected. If Region 4 ESC fails to return the equipment within such time period, Contractor shall have the right to charge Region 4 ESC a one-time fee of \$100 for each piece of unreturned equipment (the "Unreturned Equipment Fee"). Region 4 ESC shall pay Contractor the Unreturned Equipment

Fee within thirty (30) days of its receipt of an invoice from Contractor detailing the Unreturned Equipment Fees.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) [INTENTIONALLY OMITTED ]
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses directly and solely arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the performance the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Limitation of Liability.
- 31(a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET REGION 4 ESC'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.
- 31(b) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 32) Marketing. This Contract provides no right for either party to use the other parties or their affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities without obtaining such party's written approval.
- 33) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice

prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 34) Legal Obligations. Contractor and Region 4 ESC agree to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Contract and related activities performed in connection with this Contract, including without limitation, the CAN SPAM Act, Telephone Consumer Protection Act, Telemarketing Sales Rule, and the implementing rules and orders of the Federal Communications Commission..
- 35) Region 4 ESC shall provide Contractor's Agreement for Residential Services, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/subscriberagreement> and its Acceptable Use Policy, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/highspeedinternaup> (the "Contractor's Terms and Conditions") to Program Households. If a Program Household violates Contractor's Terms and Conditions, Contractor may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) and shall provide Region 4 ESC with notice of such termination.
- 36) Regulatory and Legal Changes. Notwithstanding any contrary provision of this Contract, if Contractor's authority to provide Service to a Service Location(s) is terminated, cancelled, or expires, Contractor may terminate this Agreement or the affected Contractor Subscriber's Service.
- 37) Additional Terms that apply to the Contract if Option 2 Pricing is Chosen

#### 1. **Definitions:**

"Affiliate": means an entity that controls, is controlled by, or is under common control with a party.

"Contractor Equipment": means any and all facilities, equipment, or devices provided by Contractor or its agents used to deliver the Service, including, but not limited to, cable modems and wiring.

"Contractor Subscriber": means any School End User that (i) Contractor has verified and approved under the terms of this Contract; (ii) agrees to the terms and conditions required by Contractor to receive Service; and (iii) is receiving Service at the Service Location.

"Contractor Subscriber Information": means any Personally Identifiable Information collected after a School End User becomes a Contractor Subscriber".

"Education Records": means records that are (i) directly related to a student and (ii) maintained by an educational agency or institution or by a party acting for the agency or institution.

"Sponsor End User Application": means a Sponsor End User's application (that contains the unique identifier described in Section 2 below) for the Service that has been approved by Contractor, in its sole discretion.

"Personally Identifiable Information": means (i) name; (ii) mailing and email address; (iii) personal identifier, such as social security number, student number, or biometric record; (iv) other indirect identifiers, such as date of birth, place of birth, and mother's maiden name; (v) other information that, alone or in combination, is linked or linkable to an individual that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; or (vi) information requested by a person who the



educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

“Sponsor End User”: means each family that (i) Sponsor provides with a unique identifier described in Section 2, and (ii) has one or more children residing in the household that are enrolled as a school supported by Region 4 ESC as part of its program.

“Sponsor Information”: means the Personally Identifiable Information of a student or the student’s parent or other family member that is (i) contained in the student’s Education Records and (ii) provided by Sponsor to Contractor in connection with this Agreement.

“Service”: means XFINITY® Internet Essentials service with download speeds of up to 50 Mbps and upload speeds of up to 5 Mbps.

“Service Commencement Date”: means the date when the End User installs the Contractor Equipment and Contractor makes the Service available for use by each End User(s).

“Service Location(s)”: means the individual End User(s) residential location(s) to which the Service will be provided by Contractor.

“Sponsor”: means Region 4 ESC.

## 2. **Delivery of the Service.**

2.1 Codes. Contractor will provide Sponsor with the number of promotional codes (“Codes”) requested by Sponsor and each Code will be unique and one-time use only. Sponsor End Users who receive a Code from Sponsor should either visit [www.InternetEssentials.com](http://www.InternetEssentials.com) or call 1-855-8 INTERNET to apply for the Service. If a Sponsor End User provides Contractor with a Code that Contractor provided to Sponsor, is eligible for Internet Essentials, and agrees to the terms and conditions required by Contractor to receive Service, such Sponsor End User shall become a Contractor Subscriber and Contractor will work with the Contractor Subscriber to get the Service to the Service Location. Contractor will invoice Sponsor for the Contractor Subscribers covered by this Contractor in accordance with the payment provision set forth in the Contract.

2.2 Additional Fees. Contractor reserves the rights to bill the Contractor Subscriber for any additional fees and charges incurred as a result of the Service that are not specifically set forth in Contractor’s response to RFP, including, but not limited to charges for other Xfinity services, data overage fees, home drop off and installation fees.

3. **Termination.** If a Contractor Subscriber (s) breaches Contractor’s Agreement for Residential Services, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/subscriberagreement> or its Acceptable Use Policy, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/highspeedinternaup>, as determined by Contractor, at its sole discretion, Contractor may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) and shall provide Sponsor with notice of such termination.

## 4. **Confidential Information.**

- 4.1 Disclosure Use and Exceptions. "Confidential Information" means any non-public information regarding a party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include this Contract, proposals, price quotes, rate information, discount information and invoices and 9. Confidential Information.
- 4.2 Disclosure Use and Exceptions. "Confidential Information" means any non-public information regarding a party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include those items accepted in Appendix C, Doc #1 and Comcast Personal Information, as defined below. All Confidential Information and Comcast Personal Information as defined herein disclosed by either party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, agents and volunteers who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing this Contract, installing the Contractor Equipment, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by this Contract. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, and except for Contractor Personal Information, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a preexisting restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation, provided that in the event the receiving party is required to disclose the Confidential Information of the disclosing party, the receiving party shall notify the disclosing party in advance unless prohibited from doing so by law.
- 4.3 Remedies. Notwithstanding anything to the contrary in this Contract, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this section, including, but not limited to, preliminary and permanent injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the parties with respect to breaches of the duties imposed by this section.
- 4.4 Survival of Confidentiality Obligations. Except for Sponsor's obligations with respect to Contractor Personal Information as set forth in Section 4.10 below, which survive termination of this Contract indefinitely, the obligations set forth in this section shall survive the expiration or termination of this Contract for a period of two (2) years.

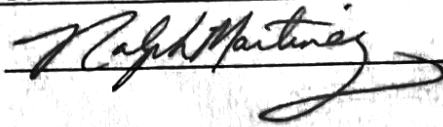
- 4.5 End User Privacy. To enable Sponsor's payment obligations hereunder, and so that Sponsor is able to verify Sponsor End Users eligible for Sponsorship, the Parties may disclose the Personally Identifiable Information of Sponsor End Users to each other, with the Sponsor End User's consent. Neither party may sell, retain, use, or disclose such Personally Identifiable Information for any purpose other than for the specific purposes set forth in this Contract. For the purposes of this Contract "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personally Identifiable Information by one entity to another for monetary or other valuable consideration.
- 4.6 Sponsor Information. Contractor shall comply with all federal, state, and local laws that are expressly applicable to the privacy, and security of Sponsor Information, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), Pub. L. 104-191, and its implementing regulations (45 CFR part 160 and 164), and the Individuals with Disabilities Education Act, and its implementing regulations (34 C.F.R. §§ 300.610 - 300.626 and 34 C.F.R. §§ 303.400 – 303.417). Neither Contractor nor any of its employees, agents or affiliates, or subcontractors shall: (i) engage in targeted marketed advertising using Sponsor Information; (ii) use Sponsor Information to amass a profile about a Sponsor End User, except in connection with Contractor's performance of its obligations under this Agreement; (iii) or publish any report, data, or research findings that are based on Sponsor Information or that otherwise expressly identifies the Sponsor, without prior review and approval from the Sponsor, unless otherwise required by law.
- 4.7 Contractor Subscriber Information. The parties acknowledge and agree that in order to access and use the Services, an adult 18 years or older must agree to Contractor's term and conditions. The Service will be provided to Contractor Subscribers in their residence and will enable all members of the household to access the Internet during the term of their subscription. Accordingly, any information, including Personally Identifiable Information, provided by Sponsor End User directly to Contractor in the course of applying for or using the Services shall be treated as Contractor Subscriber Information. Contractor shall treat all Contractor Subscriber Information in accordance with its terms of use, privacy policy, and all laws applicable to Comcast. For purposes of clarity, the parties acknowledge and agree that Contractor Subscriber Information is not an Educational Record, as that term is defined under FERPA, and is not subject to the restrictions in Section 9.6.
- 4.8 De-identified Information. Contractor may collect and use aggregated de-identified Sponsor Information to provide the deliverables, products, and/or services set forth in this Contract, for the Sponsor's lawful quality assurance, and for no other purpose; provided, however, that all direct and indirect personal identifiers are permanently removed and there is no reasonable basis to believe that the remaining information in the records can be used to successfully link the de-identified information to an identifiable individual or the school or district.

- 4.9 Waiver of Liability. The parties acknowledge and agree that Contractor's obligations under this Contract are limited to the Services. Websites, webpages, and mobile apps accessed by Contractor Subscribers may collect Personally Identifiable Information. Contractor has no control over and shall have no liability for the collection use or disclosure of Personally Identifiable Information by any website, web page or other content not owned or controlled by Contractor.
- 4.10 Security. Sponsor shall employ commercially reasonable physical, administrative, and technical security controls appropriately tailored to the nature and scope of its activities and the sensitivity of the underlying data which shall in no instance be less protective than those used by Sponsor to secure its own confidential and proprietary information of a like kind and in all instances will conform to industry standards and any applicable legal requirements and regulatory guidance. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Contract to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Contractor Subscriber Information, (ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if directed by Contractor, to a security point of contact specifically designated by Contractor for the Security Incident and shall cooperate with Contractor or its regulators in its efforts to investigate the same. Contractor shall exclusively control the provision and content of any notices to Contractor Subscribers or applicable entities with respect to any Security Incident involving Contractor Subscriber Information.
- 4.11 Retention, Return or Destruction of Personal Information. Sponsor shall not retain Contractor Subscriber Information for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Contract, or at Contractor's request, Sponsor will return all Contractor Subscriber Information to Contractor or, at Contractor's request, securely destroy all Contractor Subscriber Information and provide within ten (10) days of Contractor's request, a written attestation signed by an officer of the Sponsor, attesting that all Contractor Subscriber Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Contractor Subscriber Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Contract to such Contractor Subscriber Information for the duration of its storage.
- 4.12 Sponsor Relationships. Sponsor must require all of its subcontractors and all Public Agencies purchasing off of this Contract with access to Confidential Information to comply in writing with security obligations substantially similar to this Contract and shall provide written

attestation or other evidence that affirms such compliance to Contractor promptly upon request. Sponsor shall conduct periodic reviews of such subcontractors' security controls to confirm that such controls are in compliance with this Contract. In the event Sponsor identifies deficiencies in any such subcontractor's security controls, Sponsor shall maintain a report of such findings and ensure that such deficiencies are remediated within reasonable timeframes, commensurate with their severity.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

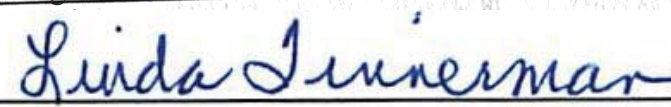
Company Name Comcast Cable Communications Management, LLC  
Address 1701 JFK Boulevard  
City/State/Zip Philadelphia, PA 19103  
Telephone No. 281-384-5688  
Email Address Melinda\_little@comcast.com  
Printed Name Ralph Martinez  
Title Senior Vice President, Comcast Houston Region  
Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R210804

Initial Contract Term 8/1/2021 to 7/31/2024

 6/29/2021  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass  
  
Region 4 ESC Authorized Board Member

6/29/2021  
Date

Linda Tinnerman  
Print Name



## Tab 2 Products, Pricing and Availability

Texas Connect Program:

- i. Present Offeror’s plans and pricing for offering service under the TEA Connect Texas Program. The Offeror’s proposal should clearly outline any requirements Offeror proposes of Texas school districts and program households. Separate pricing may be submitted for urban and rural areas.

Comcast Response:

### Option I

Product Features and Requirements:

- Internet speed 50mbps download speed and 5 mbps upload speed (50/5)
- Unlimited Data included at no additional cost for 2021. Beginning January 1, 2022, program households can receive unlimited data for an additional \$5/month. Comcast does not degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device. Comcast does engage in reasonable network management practices described below and in our Network Management Information Center.
- Comcast will directly bill Region IV or LEA and Region IV. Region IV or LEA will be responsible for program household level billing and charges.
- Program household will not have the ability to upgrade Internet to a higher speed
- Program household name can be masked (e.g. TEA1) but service address will need to be provided by Region IV or LEA. If Comcast is responsible for shipping products directly to households, Regional IV or LEA must provide service addresses to Comcast.
- Address must be serviceable by Comcast to receive Internet service
- Program household cannot be an existing Comcast Internet customer
- In the instance that support is needed, program household needs to be at the service address when they make the call.
- Shipping of equipment: Comcast is open to shipping the wireless gateways in bulk to a designated location provided by TEA Region IV and allowing TEA Region IV to be responsible for distributing the gateways to each individual end user. Shipping is included at no additional charge, all end users must be at a serviceable address to receive service and TEA Region IV will be liable for the return of gateway at the time of disconnection or be charged the unreturned equipment fee per each unreturned gateway. TEA Region IV will need to provide activation instructions to the household, our standard activation instructions will not work due to the anonymity requirements. If awarded the bid, Comcast and TEA Region IV will negotiate the specific terms of the shipping solution.
- Program household must be on the line to help troubleshoot and answer questions. If not, we will not be able to walk through troubleshooting. Customer name on account (Region IV or LEA), end-user service address and account number will need to be provided.

Product Pricing and Charges:

During 2021 the all in price is based on the following:

\$9.95	Internet Essentials
0	Unlimited Data (No charge for 2021)
\$0.52	State of Texas Internet Surcharge
\$0.32	3% administration fee (pass through)
<b>\$10.79</b>	<b>Total per household per month</b>

A one-time installation fee of **\$39.99** per Program Household that refuses the option of self-installation and request professional installation. This charge will not be assessed if equipment provided in the self-installation kit is defective or if the end user has never had Comcast installed on the premises and require a pro-installation.



A one-time fee of \$100 unreturned equipment charge per each Program Household that fails to return equipment to Comcast within 30 days of disconnection.

In 2022 there will be an additional \$5 monthly charge to continue an unlimited data plan.

\$9.95	Internet Essentials
\$5.00	Unlimited data
\$0.52	State of Texas Internet Surcharge
\$0.47	3% administration fee (pass through)
<b>\$15.94</b>	<b>Total per household per month</b>

A one-time installation fee of **\$39.99** per Program Household that refuse the option of self- installation and request professional installation. This charge will not be assessed if equipment provided in the self-installation kit is defective or if the end user has never had Comcast installed on the premises and require a pro-installation.

A one-time fee of **\$100** equipment charge per each Program Household that fails to return equipment to Comcast within 30 days of disconnection.

An optional add-on service of Comcast Business Corporate Network Access product, an over-the-top (OTT) remote-access Virtual Private Network (VPN) solution that enables students, parents, and district employees at home to access assets and applications securely over the internet without the need for software VPN solutions or having to expose those assets and applications to the internet. This option is available for an additional **\$35 per month + \$1.05 (3% administration charge) for all in price of \$36.05** per Program Household.

Texas Education Agency or its agent will identify eligible students based on income or other qualifications (such as participation in National School Lunch program) and internet need. To participate, a students cannot have a pre-existing home internet connection.

### Option II—Internet Essentials Partnership Program (IEPP)

Alternatively, Comcast proposes that TEA underwrite student home connectivity through the Internet Essentials program. Under the Internet Essentials Partnership Program (IEPP), TEA/Region IV/LEA would execute an agreement with Comcast to sponsor families who are either current Internet Essentials program participants or are eligible to enroll inthe program.

Upon execution of an agreement, Comcast would generate a number of promotional codes and issue them to TEA/Region IV or designated LEA for subsequent distribution to eligible Student families. Student families would use these codes to associate their account with the TEA sponsorship during the Internet Essentials application process. As new Internet Essentials participants are approved to the IEPP, they will be included in the monthly invoice submitted to Region IV/LEA. A sample IEPP invoice is attached as Exhibit X.

All Internet Essentials program eligibility criteria would apply for IEPP. Specifically,program participants must:

- Live in the Comcast service area;
- Meet certain income and internet need criteria (such as participation in National School Lunch program) as determined by the Texas Education Agency or its agent. To participate, a students cannot have a pre-existing home internet connection

Families can enroll in the program and redeem the promotional code issued by TEA/Region IV or designated LEA online at [www.internetessentials.com](http://www.internetessentials.com) or by phone at 1-855-846-8376.





Under this Option II,

- 50/5 Mbps speed
- xFi wireless-enabling gateway device
- Content filtering capability and in-home WiFi management through the xFi app
- Comcast will distribute a self-installation kit
- Comcast will provide a professional installation for any customers that are unable to complete the self-install process
- \$9.95 per month service fee, plus fees and taxes in Year 1
- New program participants that apply and are approved before June 30, 2021, will receive their first two months of service at no charge

Additional benefits of the IEPP Option #2 include:

- Unlimited data usage through December 31, 2021
- Beginning January 1, 2022, IEPP participants can receive unlimited data for an additional \$5/month
- Single-client billing to Region IV/LEA
- Should a student leave a school district, describe a school district's ability to terminate an individual household before the end of a school year: TEA/Region IV/LEA will be responsible to alert Comcast that a student has left and would like for the line to be disconnected. TEA/Region IV LEA are responsible for the return of the equipment or will be assessed the unreturned equipment fee described above.

### Option II Pricing

During 2021 the all in price is based on the following:

\$9.95	Internet Essentials
0	Unlimited Data (No charge for 2021)
\$0.52	State of Texas Internet Surcharge
\$0.32	3% administration fee (pass through)
<b>\$10.79</b>	<b>Total per household per month</b>

A one-time installation fee of **\$39.99** for end users who refuse the option of self-installation and request professional installation. This charge will not be assessed if equipment provided in the self-installation kit is defective or if the end user has never had Comcast installed on the premises and require a pro-installation.

A one-time fee of **\$100** equipment charge per each end user that fails to return equipment to Comcast within 30 days of disconnection.

In 2022 there will be an additional \$5 charge to continue an unlimited data plan.

\$9.95	For Internet Essentials
\$5.00	Unlimited data
\$0.52	State of Texas Internet Surcharge
\$0.47	3% administration fee (pass through)
<b>\$15.94</b>	<b>Total per household per month</b>

A one-time installation fee of **\$39.99** for end users who refuse the option of self-installation and request professional installation. This charge will not be assessed if equipment provided in the self-installation kit is defective or if the end user has never had Comcast installed on the premises and require a pro-installation.

A one-time fee of **\$100** equipment charge per each end user that fails to return equipment to Comcast within 30 days of disconnection.



- Live in the Comcast service area;
- Texas Education Agency or its agent will identify eligible students based on income qualifications and internet need. Students cannot have a current home internet connection in order to qualify.

## Additional Content Filtering Options

Under either Option 1 or Option 2, if the connected devices (i.e laptops) provided by TEA/Region IV do not provide CIPA filtering Comcast can offer an additional option to support content filtering. Specifically, Comcast proposes its Comcast Business Corporate Network Access product, an over-the-top (OTT) remote-access Virtual Private Network (VPN) solution that enables students, parents, and district employees at home to access assets and applications securely over the internet without the need for software VPN solutions or having to expose those assets and applications to the internet. This option is available as a separately priced item for purchase at an additional \$35 per participating household per month.

A fact sheet and technical specification sheets about the Comcast Business Corporate Network Access product, including required Customer Premise Equipment (CPE), is attached as Exhibit in the Response.

### ii. Describe Offeror's proposed equipment deposit and return strategy.

Comcast Response: Region IV/LEA will be responsible for returning equipment under all disconnects. Charges for unreturned equipment are billed 30 days after a voluntary disconnect. Accounts that are disconnected due to non-payment will appear on the bill the day of disconnect.

### iii. Should a student leave a school district, describe a school district's ability to terminate an individual household before the end of a school year.

Comcast Response: If TEA/Region IV/LEA alerts Comcast we can terminate the individual household. TEA/Region IV/LEA will also be responsible for equipment return or it will be charged to the master account.

### iv. Describes Offeror's content filtering capabilities. How do these capabilities align with the Children's Internet Protection Act?

Comcast Response:

Option I: Parental controls is not available but additional content filtering support is available through Comcast Business Corporate Network Access product at an additional charge provided above. Comcast Business Corporate Network Access is an over-the-top (OTT) remote-access Virtual Private Network (VPN) solution that enables students, parents, and district employees at home to access assets and applications securely over the internet without the need for software VPN solutions or having to expose those assets and applications to the internet.

Option II: Parental controls is available. Participating households can set parental controls to manage websites and information accessible to their students. Parental controls help reduce the risk of children accessing age-inappropriate content from their devices using the xFi Parental Controls feature. The xFi platform also enables parents to control and manage their children's WiFi connected devices or limit access to the internet to eligible students. Additionally, parents can pause WiFi access over the home network instantly or during scheduled times with the Pause and Downtime features and set Active Time Limits for profiles on the network.

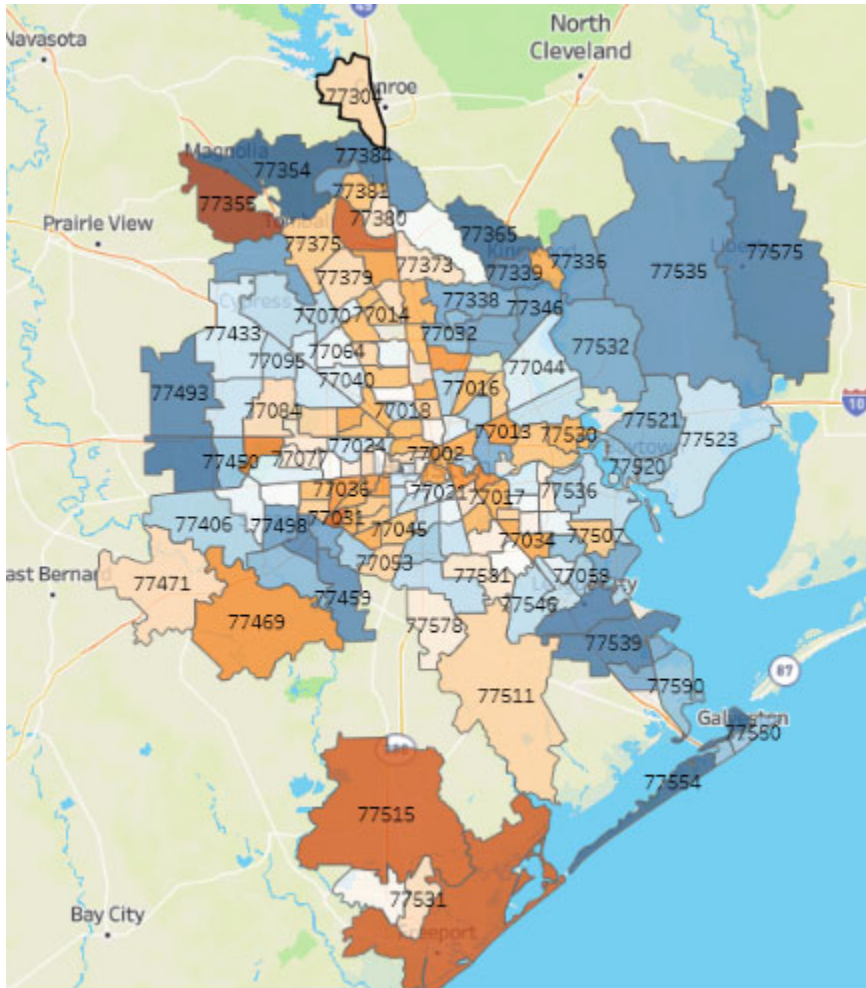


The addition of Comcast Business Corporate Network Access product is available as an optional add-on with both Option I and II.

Comcast has addressed CIPA in more detail in the chart in Appendix B.

v. Describe Offeror’s coverage across Texas. Include known dead zones without service and any known plans to bring service to dead zone areas.

Comcast Response: Our current network footprint within Houston and the surrounding areas reaches approximately 2,500,000 homes. There is planned expansion each year not only within each zip code but that stretches the perimeters of the network footprint.



vi. Describe Offeror’s ability to provide multi-lingual support to households.

Comcast Response: Order entry process will be cared for with a direct contact to be provided upon an award. We can support Spanish through this order entry process.

In terms of support, Comcast maintains a toll-free telephone access line (1-800-XFINITY) which is available 24 hours a day, seven days a week, which will be available to resolve trouble calls. We are able to support the following languages:



- Spanish
- Mandarin
- Cantonese
- Korean
- Tagalog
- Vietnamese

vii. Is pricing available for all products and services?

Comcast Response: While our pricing is available, participants in this program will not be eligible for additional or upgraded services through this program.

viii. Describe any shipping charges.

Comcast Response: Shipping is included in the price.

ix. Provide pricing for warranties on all products and services.

Comcast Response: Equipment warranty is not applicable to the leased wireless gateway, which is included in the product offering. If the wireless gateway fails Comcast will replace it at no additional charge. Services are provided on an “as is” basis and without warranty of any kind, either express or implied.

x. Describe any return and restocking fees.

Comcast Response:

There are no restocking fees for equipment returned. If the wireless gateway fails and is returned for failure Comcast will replace it at no additional charge. If at the time of disconnection the leased wireless gateway is not returned to Comcast, Comcast will charge a one-time fee of \$100 per unreturned gateway described above. The fee is assessed 30 days after disconnect notice or will appear on the bill the day of non-pay disconnect. If the equipment is returned within 45 days of disconnection there will be no fee due.

xi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Comcast Response: There are no additional discounts or rebates on Option I or Option II offered at this time.

xii. Describe payment methods offered.

Comcast Response: Billing on a monthly basis. Preferred payment method is ACH bank-to-bank payment with a limit of \$150,000 per transaction. Payment can also be made by check. Payment may also be made by credit card with a limit of \$25,000 per transaction. ACH and check payments must be made to specific drop box addresses, which will be provided by Comcast.

xiii. Propose the frequency of updates to the Offeror’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Comcast Response: N/A



xiv. Describe how future product introductions will be priced and align with Contract pricing proposed.

Comcast Response: N/A

xv. Provide any additional information relevant to this section.

Comcast Response: N/A

## Tab 3 Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for Cooperative Contract. Responses should highlight experience and describe how volume will be tracked and reported to OMNIA Partners.

Comcast Response: Comcast agrees in concept to the payment of the 3% administrative fee described in the Omnia Partners Requirements for Cooperative Contract (the "Omnia Contract"), however Comcast takes general exception to all other terms in the Omnia Contract and reserves the right to negotiate the actual terms and conditions of the Omnia Contract with Omnia, if Comcast is awarded the bid.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Comcast Response: Comcast agrees in concept to the payment of the 3% administrative fee described in the Omnia Contract, however Comcast takes general exception to all other terms in the Omnia Contract and reserves the right to negotiate the actual terms and conditions of the Omnia Contract with Omnia, if Comcast is awarded the bid.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications.

Comcast Response: Comcast takes exception the documents at this time.

- iv. Describe the Offeror's understanding of the Scope of Work and the TEA ConnectTexas Program requirements. Detail how the Offeror proposes to meet each of therequirements.

Comcast Response: Comcast has addressed this in the chart in Appendix B.

- v. Describe Offeror's broadband data performance standards.

Comcast Response: Comcast provisions its customers' modems and gateways and engineers its network with the goal of enabling customers to enjoy the broadband Internet access service speeds to which they subscribe. Comcast also provides minimum system recommendations for each of the speed tiers it offers, which can be found at <https://www.xfinity.com/support/internet/requirements-to-run-xfinity-internet-service/>. However, Comcast does not guarantee that a customer will achieve those speeds at all times. Comcast advertises its speeds as "up to" a specific level based on the tier of broadband Internet access service to which a customer subscribes. As Comcast makes clear in its advertising and pricing information disclosures, "Actual speeds vary and are not guaranteed." The "actual" speed that a customer will experience while using the service depends upon a variety of conditions, many of which are beyond the control of Comcast as an Internet Service Provider ("ISP").

- vi. Describe each service's network reliability. Include disaster recovery plans and business continuity plans.

Comcast Response: We monitor our network 24/7 to provide reliable service, and to prevent potential problems before they occur. Our workforce is comprised of technicians, engineers, and other frontline team members who are always working to ensure fast, reliable Internet access. We have teams focused on expanding access and improving connectivity, in tandem with our operations centers performing health checks to pinpoint potential issues. Severe weather and power outages happen, and we know it can be frustrating when that interrupts Internet access. That's why we work to get you connected as quickly as possible once power is restored, ensuring the safety of our workforce in conjunction with rapid restoration of service.



- vii. Describe the security policies, measures and any certifications or standards the Offeror has in place to protect privacy and ensure security of information and data transmitted through the Offeror's services and products. Include how Offeror ensures data encryption and protect data. Include a description of how the Offeror protects against outside threats and, if compromised, how the Offeror responds to security breaches.

Comcast Response: We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of any personal information we collect and maintain. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your personal information seriously, no security measures are 100% effective and we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information. Comcast also takes additional steps to increase the security and reliability of customer communications. We do not read your outgoing or incoming email, file attachments, video mail, private chat, or instant messages. However, we (along with our service providers) use software and hardware tools to help prevent and block "spam" emails, viruses, spyware, and other harmful or unwanted communications and programs from being sent and received over Comcast.net email and the Comcast Services. To help protect you and the Services against these harmful or unwanted communications and programs, these tools may automatically scan your emails, video mails, instant messages, file attachments, and other files and communications. We do not use these tools for marketing or advertising.

- viii. Describe how planned outages are communicated.  
Comcast Response: We will work with TEA on how to communicate this information if we are awarded.

- ix. Describe how Offeror responds to emergency requests and orders.  
Comcast Response: Option I We will have a dedicated person in the Houston office who can assist with this Monday – Friday during business hours. Option II all items can be escalated through the Government Affairs team in Houston.

- x. What is Offeror's average on time installation rate? Describe Offeror's history of meeting the installation, shipping, and delivery timelines.

Comcast Response:  
Getting Started Kits or self-installation kits are provided via standard shipping (customers generally receive within 3 to 5 business days). The Comcast Houston professional installation target is 7 days from the date the order is placed, and we average 4.8 days based on the products the customer has ordered. Our day of installation on-time target is 97.5% of the time we will be on-time during the scheduled appointment window, and we average 97.75%.

Option II the customer will have access to "My Account" app where that information is displayed.

- xi. Describe Offeror's product return and restocking policy.  
Comcast Response: No restocking fee, leased gateways must be returned to Comcast within 45 days of end of service. TEA/Region IV/LEA will be responsible for the return of gateways. Failure to return gateways will result in unreturned equipment fees described above.

- xii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.  
Comcast Response: TEA/Region IV/LEA will serve as the primary contact for customer service/problem resolution as described in the RFP. In the event escalation is required hand off will occur between a LEA and a Comcast representative. In order to perform trouble shooting of equipment the LEA representative will need to be in contact with the end user and the Comcast representative simultaneously. If trouble



shooting is unsuccessful a service appointment will be scheduled with the end user.

- xiii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Comcast Response: N/A

- xiv. Describe Offeror's contract implementation/customer transition plan.

Comcast Response: N/A

- xv. Describe the financial condition of Offeror.

Comcast Response: Comcast is a Fortune 50 company. We are one of the nation's leading providers of information, communications and entertainment products and services with over 25 million Internet customers, 12 million voice customers, 23 million video customers and 2.4 million business customers.

- xvi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Comcast Response: Option I – N/A; Option II – Through <https://internetessentials.com/>, customers can sign up online via phone or computer.

- xvii. Provide any additional information relevant to this section.

Comcast Response: N/A





## Appendix D 3.0 SUPPLIER RESPONSE (OMNIA)

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **Brief history and description of Supplier to include experience providing similar products and services.**

#### **Comcast Response:**

Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation's largest with over \$109 billion in revenue in 2019. We are one of the nation's leading providers of information, communications and entertainment products and services with over 25 million Internet customers, 12 million voice customers, 23 million video customers and 2.4 million business customers.

With over 190,000 employees across the US, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 88,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 184,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

Comcast currently serves 20 of the top Metropolitan Statistical Areas (MSAs) in the United States and provides service to customers in 39 states and the District of Columbia. Our high-speed, high-capacity broadband and Ethernet services operate across our private, diverse enhanced fiber network. A 167,000-mile fiber national backbone—enough to wrap around the earth more than six times—is the core of this network with more than 660,000 route miles of fiber optic and coaxial plant nationwide using the industry's most advanced optics/lasers and IP-routing technologies. This network is used to offer a range of internet services from 25 Mbps to Gigabit solutions and is scalable and capable of expanding to meet evolving community demands.

Comcast also owns and operates approximately 15 million WiFi hotspots nationwide. Comcast's network passes approximately 55.7 million homes and businesses, and Comcast has approximately 23 million broadband customers.

In the Houston Region,

- ii. A home Internet connection is more essential now than ever for today's families. In 10 years, Internet Essentials has connected a cumulative total of more than 10 million Americans to all the opportunities the Internet has to offer – from education and job skills training to healthcare resources.

We partner with local communities to pass on the importance of being connected and provide low-cost Internet service (computers, too!) along with free training to safely unlock its potential. As the largest Internet adoption program in the nation, we stay true to our mission of empowering our customers and enriching communities with technology.

Internet Essentials is thankful for the tens of thousands of community partners that share our vision and help raise awareness through outreach and events. We invite everyone that believes in our program, and the value of Internet at home, to join our partnership network.

Since 2011, Internet Essentials has connected more than 10 million students, parents, veterans, and



seniors to high-speed Internet at home. We believe all Americans should have equal opportunities to harness the massive potential of the Internet. Visit our corporate site to learn more about how Comcast is using the power of connection to improve lives and make the world a better place.

**D. Describe any green or environmental initiatives or policies.**

**Comcast Response:**

Comcast is committed to prioritizing diversity, equity and inclusion; sustainability; and social responsibility. Please visit our website for examples of our sustainability initiatives and achievements. Our 2020 Values Report highlights some of the ways we are building, and rebuilding, stronger and more inclusive communities to make a positive difference, and how we're doing what's right for our employees, customers, viewers, and the world.

**Sustainability**

Comcast shares TEA's commitment to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. As we work to bring our customers the best technology, we also consider our impact on the environment.

**Supply Chain**

We maintain a Code of Conduct for Suppliers and Business Partners that requires anyone doing business with us to honor our commitment to minimizing our impact on the environment, operating in an environmentally responsible and efficient manner, and complying with applicable environmental laws and regulations. We expect them to mitigate and manage their impact on natural resources, emissions, and discharges of pollutants, and other environmental effects that may arise from their business operations, including any work on new or modified products for us. This includes working towards zero emissions and zero waste (including for single-use plastic), conserving natural resources, and sourcing responsibly. Our suppliers must source product materials responsibly, develop more efficient and sustainable packaging for those products, and minimize or eliminate the use of hazardous substances in products provisioned to us.

**Transportation**

Comcast is working to eliminate the tailpipe emissions of our fleet. This long-term, zero emissions goal applies to our entire operational fleet of more than 30,000 service vehicles. We have one of the largest fleets in the country, so focusing on emission reductions will have a significant impact — contributing to better air quality in the communities we serve and helping to reduce our carbon footprint. We are both reducing the emissions of our current fleet and exploring options for our future fleet.

We are making progress reducing the emissions of our current fleet thanks to several key initiatives. Most significantly, we installed fuel efficiency software in most of our cable vans and trucks. This software improves fuel efficiency by about 6% and reduces emissions by about 1 metric ton per vehicle per year. We've also installed telematics technology that collects and analyzes data from the vehicles in real time — telling us, for example, which vans have low tire pressure or which need preventative maintenance, both of which may result in increased emissions. The software reminds our technicians to idle no more than 30 minutes per day, reducing fuel consumption and emissions by turning off the engine when finishing job tasks or loading equipment. The fuel efficiency software and telematics data complement other emission reduction efforts we've undertaken during the past several years. These include streamlining the equipment in our vehicles, making them hundreds of pounds lighter, so that they use less fuel and have fewer emissions, as well as providing customers with self-installation kits to reduce the need for technician visits.

**Energy**

Comcast operates out of more than 3,000 buildings, ranging in size from our 60-story Comcast Technology



Center to broadband equipment stations or “headends” the size of a garden shed. One of our aspirational goals is to operate all our businesses with 100% renewable energy. We take a holistic approach to meeting our renewable energy needs, with tailored solutions for everything from powering our network to lighting our production studios. Where possible, we use on-site solar power. Comcast completed a 760-panel rooftop solar installation at our multipurpose facility in Washington D.C. The system will reduce approximately 272 metric tons of CO2 in the regional electricity grid — equivalent of 37 homes’ worth of electricity. Comcast also completed a 100 kilowatt ground-mounted, on-site solar system at our critical facility site in Chico, California. Beginning in 2021, Comcast will receive 100% renewable power for more than 50 large facilities in California. In Chicago, 100% renewable energy is already serving a portion of our facilities and network. Our state-of-the-art, 60-story Comcast Technology Center achieved double LEED Platinum certification (for new buildings) from the U.S. Green Building Council — the highest-level certification for an environmentally friendly workplace. In addition, the neighboring Comcast Center achieved LEED v4 Gold certification for Operations and Maintenance (for existing buildings) — the first building in Philadelphia to achieve this certification. Both buildings are energy efficient, collect and reuse rainwater, and employ renewable energy certificates and carbon offsets to reduce their carbon footprints. Our commitment to sustainable innovation also means we design our products and experiences to use less power, reduce emissions, and cut down on waste. Whether in the home, in a business, or in a facility, our products and experiences touch millions of customers every day.

### **Waste**

At Comcast, we have set a long-term, aspirational goal of becoming a zero waste company — and that includes food waste. Throughout our operations, we are conserving resources by being mindful of what we use and how we use it. And we have strategies in place to manage the waste we do create.

We encourage a culture of waste reduction and recycling. Comcast’s National Recycling Program has recycled or diverted from landfill more than 76 million pounds of cable equipment waste as of December 31, 2020. Through this program, technicians use color-coded bins to conveniently sort recyclable materials such as taps, splitters, cords, cables, batteries, and cardboard. For example, our new Comcast Technology Center has a state-of-the-art anaerobic digester for food waste, and we launched pilot programs to reduce the overall tonnage and divert more waste from landfill. We’re also changing our food service to include more reusable (vs. single-use) options for items such as cutlery, taking waste out of the business.

E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

### **Diversity, Equity & Inclusion**

Since the founding of Comcast in 1963, our core values have been rooted in improving the communities where our employees, customers, and audiences live and work. Today, those values live on through our culture. As we face the extraordinary challenges stemming from the COVID-19 pandemic, we continue to uphold our longstanding commitment to diversity, inclusion, and keeping people connected to what matters most. We’re also mobilizing as a company to help create a more equitable, just, and inclusive society through a comprehensive, \$100 million multiyear plan to fight injustice and inequality against any race, ethnicity, gender identity, sexual orientation, or ability.

This commitment will focus on the following areas:

- **Employees:** Evolve our efforts in all areas of DE&I, including hiring, advancement, and anti-bias, and anti-racism training.
- **Digital Equity:** Deepen our long-standing commitment to addressing digital inequities, including connectivity and digital skills training.



- Media Awareness and Education: Amplify Black voices and Black stories, highlight diverse cultures, and shed light on inequality.
- Small Business: Commit financial support, marketing services, technology upgrades, in-kind media, and more to BIPOC-owned small businesses.
- Social Justice: Partner with, and provide grants to, organizations working to eradicate injustice and inequality.

F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes  No

If yes, list certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes  No

If yes, list certifying agency: \_\_\_\_\_

G. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Comcast Response: N/A

H. Describe how supplier differentiates itself from its competitors.

Comcast Response: N/A

I. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Comcast Response: N/A

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

J. Describe any debarment or suspension actions taken against supplier

Comcast Response: Comcast is not debarred or suspended as a vendor



Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

### 3.2 Distribution, Logistics

A. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Comcast Response: Our partners and this information is confidential.

B. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Comcast Response: Our partners and this information is confidential.

### 3.3 Marketing and Sales-

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement to include, but not limited to, executive leadership endorsement and sponsorship of the award within first 10 days

Comcast Response: Comcast will work with TEA/Region IV on a plan if awarded.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement immediately upon award, which may include, but not limited to:

Comcast Response: Comcast will work with TEA/Region IV on a plan if awarded.

i. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Comcast Response: Comcast will work with TEA/Region IV on a plan if awarded.

ii. Design, publication and distribution of co-branded marketing materials within first 90 days

Comcast Response: Comcast will work with TEA/Region IV on a plan if awarded.

iii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Comcast will work with TEA/Region IV on a plan if awarded.

iv. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Include a list of current cooperative contracts (regional and national) Supplier holds.

Comcast Response: Comcast has a current agreement with NCPA (National Cooperative Purchasing Alliance), in addition to other educational consortiums in various US markets.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for



reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

[Comcast Response: Comcast has read and understands and will work with OMNIA Partners upon award.](#)

E. Provide the name, title, email and phone number for the person(s), who will be responsible for

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

[Comcast Response: Comcast will provide a list of appropriate people upon receipt of the award.](#)

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right 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 Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 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 (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(G) 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 (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees

to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) 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 Executive Office of the President Office of Management and Budget (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 contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror 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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) 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 certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror 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 Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror 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 offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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).

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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

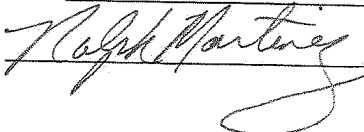
Offeror's Name: COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

Address, City, State, and Zip Code: 8590 W. Tidwell Rd. Houston, TX 77040

Phone Number: 281-384-5688 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Ralph Martinez, Senior Vice President, Comcast

Email Address: Melinda\_Little@Comcast.com

Signature of Authorized Representative:  Date: 7/15/2021

## FEMA SPECIAL CONDITIONS

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

## **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

### 1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

### 2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit

Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any



subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement].* A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

## "Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

## 9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

### "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

**Ralph Martinez, Senior Vice President, Comcast**  
Name and Title of Contractor's Authorized Official

7/15/2021  
Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**


Offeror's Name: COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

Address, City, State, and Zip Code: 8590 W. Tidwell Rd. Houston, TX 77040

Phone Number: 281-384-5688 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Ralph Martinez, Senior Vice President, Comcast

Email Address: Melinda\_little@comcast.com

Signature of Authorized Representative:  Date: 7/15/2021

## Tab 4 Qualification and Experience

### c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

#### Comcast Response:

Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation's largest with over \$109 billion in revenue in 2019. We are one of the nation's leading providers of information, communications and entertainment products and services with over 25 million Internet customers, 12 million voice customers, 23 million video customers and 2.4 million business customers.

With over 190,000 employees across the US, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 88,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 184,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

### Diverse Network with National Reach



Comcast currently serves 20 of the top Metropolitan Statistical Areas (MSAs) in the United States and provides service to customers in 39 states and the District of Columbia. Our high-speed, high-capacity broadband and Ethernet services operate across our private, diverse enhanced fiber network. A 167,000-mile fiber national backbone—enough to wrap around the earth more than six times—is the core of this network with more than 660,000 route miles of fiber optic and coaxial plant nationwide using the industry's most advanced optics/lasers and IP-routing technologies. This network is used to offer a range of internet services from 25 Mbps to Gigabit



solutions and is scalable and capable of expanding to meet evolving community demands.

Comcast also owns and operates approximately 15 million WiFi hotspots nationwide. Comcast's network passes approximately 55.7 million homes and businesses, and Comcast has approximately 23 million broadband customers.

In the Houston Region,

- i. A home Internet connection is more essential now than ever for today's families. In 10 years, Internet Essentials has connected a cumulative total of more than 10 million Americans to all the opportunities the Internet has to offer – from education and job skills training to healthcare resources.

We partner with local communities to pass on the importance of being connected and provide lowcost Internet service (computers, too!) along with free training to safely unlock its potential. As the largest Internet adoption program in the nation, we stay true to our mission of empowering our customers and enriching communities with technology.

Internet Essentials is thankful for the tens of thousands of community partners that share our vision and help raise awareness through outreach and events. We invite everyone that believes in our program, and the value of Internet at home, to join our partnership network.

Since 2011, Internet Essentials has connected more than 10 million students, parents, veterans, and seniors to high-speed Internet at home. We believe all Americans should have equal opportunities to harness the massive potential of the Internet. Visit our corporate site to learn more about how Comcast is using the power of connection to improve lives and make the world a better place.

- ii. Describe Offeror's reputation in the marketplace.

Comcast Response: Comcast reputation as one of the most innovative companies in the market space. We are responsible for powering the businesses that power the community and providing services to households, a responsibility we take very seriously.

- iii. Describe Offeror's reputation of products and services in the marketplace.

Comcast Response: Our Focus on Product Innovation Receives National Recognition from Business Executives At Comcast Business we have always been focused on delivering the highest level of service to our customers. The challenges businesses have faced as a result of the global pandemic have only emphasized the importance of empowering our customers with the speed and agility they need to sustain their business today as well as build for the future.

COVID-19 has pushed digital transformation to the top of our customers' priority list and fortunately we are ready with the agile working environments they need. Our focus on providing the innovation necessary to move workloads to the cloud, unify disparate work locations and flex to meet the growing infrastructure demands can fundamentally change the way businesses operate. Our hope is that Comcast Business can help businesses succeed in their increasingly digital world.

While awards and trophies will always come secondary to that primary goal of helping customers, we were honored to learn that our hard work and the way we are implementing our product vision have captured the attention of executives from around the country.

On August 5, Comcast Business will be honored at the 18th Annual American Business Awards® virtual awards



ceremony, where we will receive ten awards for our innovation and product solutions, including a Gold Award for the Most Innovative Tech Company of the Year and other recognitions for our ActiveCore<sup>SM</sup> and Business VoiceEdge<sup>®</sup> solutions. We have also received the “Grand Stevie” award which is based on the combined score of the Gold, Silver and Bronze awards for Customer Service, Marketing, Product Development, and Public Relations among other categories.

One of seven programs sponsored by The Stevie Awards, The American Business Awards<sup>®</sup> are the only national, all-encompassing business awards program in the U.S. They feature a wide variety of categories to recognize achievement in every facet of the workplace, from customer service and management to public relations and product development. Award winners are selected by a panel of 200 executives across the country.

We are tremendously proud that Comcast Business stood out from the intense competition among the more than 3,600 nominations from organizations of all sizes and in virtually every industry submitted for consideration in a wide range of categories. Comcast Business was recognized with the following:

Gold Stevie Awards:

- Cloud Platform - ActiveCore
- Collaboration/Social Networking Solution - Business VoiceEdge
- Most Innovative Tech Company of the Year - 2,500 or More Employees

Silver Stevie Awards:

- Innovation of the Year, Business Products Industries - Business VoiceEdge
- Innovation of the Year, Business Products Industries - SD-WAN

Bronze Stevie Awards:

- Business-to-Business Products: - X1 for Business
- Innovation of the Year, Business Products Industries - SecurityEdge
- Telecommunications Product: Comcast Business - Business VoiceEdge
- Most Innovative Company of the Year - 2,500 or More Employees

Grand Stevie award:

- Customer Service, Marketing, Product Development, and Public Relations

As we navigate the challenges brought on by COVID-19 , our commitment to our customers is unwavering. We are more focused than ever on developing innovation that will empower our customers to adjust to new ways of conducting business. We are humbled by this recognition from the American Business Awards and will continue to develop best in class products and services for our customers.

iv. Describe the experience and qualification of key employees.

Comcast Response:

**Melinda Little**  
*Director of Government Affairs*  
*Comcast Houston*  
*(281) 384-5688*  
*melinda\_little@comcast.com*





**Bryce Kennard**

Manager, External Affairs

832-493-5701

[bryce\\_kennard@cable.comcast.com](mailto:bryce_kennard@cable.comcast.com)

**Gladis Cavazos**

Manager Field Sales Operation

713-907-6639

[gladis\\_cavazos@cable.comcast.com](mailto:gladis_cavazos@cable.comcast.com)

**v. Describe Offeror's experience working with public school districts.**

Comcast Response: Comcast is an active partner in the education community and has helped thousands of school districts close the gap between the communication services they have and the advanced network services they need. E-Rate-eligible Ethernet network services can enable the future of education by providing high-speed network access to applications that are hosted elsewhere.

Comcast has a successful record of working with schools and libraries that receive funding under the federal Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program"). Comcast provides E-Rate eligible services through its applicable operating affiliates and subsidiaries identified throughout this Network Services Proposal as "Comcast". We hereby certify that we are listed as a Telecommunications Service Provider (as the Federal Communications Commission defines that term), eligible to provide Universal Service – supported services under the (E-Rate Program). Comcast certifies that it (a) provides the telecommunication services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-Rate Program as a Telecommunications Services Provider.

vi. Describe in detail what level of assistance will be provided under the Federal Communication Commissions E-rate discount program. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

Comcast Response: While services proposed are not Comcast E-rate eligible offerings. Comcast has a long history of providing, Schools and libraries with E-rate eligible services.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Comcast Response: Comcast is not in bankruptcy, reorganization or under investigations. For material legal proceedings pertaining to the company and its affiliates, please refer to Comcast Corporation's Annual Report on Form 10-K available at [www.cmcsa.com](http://www.cmcsa.com)

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



## Comcast Response:

### Internet Essentials Customers

#### **Harris County IEPP Contact Jim McMillan**

[jim.mcmillan@us.hctx.net](mailto:jim.mcmillan@us.hctx.net)

713-274-8837

#### **City of Houston IEPP**

Contact:

Jesse Bounds

[Jesse.Bounds@houstontx.gov](mailto:Jesse.Bounds@houstontx.gov)

832-393-9095

#### **OSPI**

Bre Urness-Straight

Educational Technology Director

(360) 725-6384

[bre.urness-straight@k12.wa.us](mailto:bre.urness-straight@k12.wa.us)

#### **Lonestar College**

Dr. Quentin Wright

[QUENTIN.A.WRIGHT@LONESTAR.EDU](mailto:QUENTIN.A.WRIGHT@LONESTAR.EDU)

2700 W.W. Thorne Drive

Houston, TX 77073

(281) 260-3551

#### **Anne Arundel County Public Schools**

Carol Ann McCurdy, Director of Partnerships, Development, & Marketing

Executive Director, 21st Century Education Foundation

2644 Riva Road

Annapolis, MD 21401

(410) 222-5829 email preference for contact: [CMCCURDY@AACPS.org](mailto:CMCCURDY@AACPS.org)

## Comcast Ethernet References

#### **Aldine Independent School District**

9999 Veterans Memorial

Houston, TX 77038

Cindy Bingman

CIO

281-985-7172

Comcast Ethernet Service Customer

#### **Galena Park Independent School District**

14705 Woodforest Blvd.

Houston, Texas 77015

Kathy Brownlee

Director Technology

832.386.1040

Comcast Ethernet Service Customer



**San Jacinto College District**

4624 Fairmont Pkwy  
Pasadena, TX 77504  
Allan Smith  
Infrastructure Manager  
281.459.5436  
Comcast Ethernet Service Customer

**Harris County**

404 Caroline St  
Houston, TX 77022  
Garry Brown  
713-274-7974  
Comcast Ethernet Service Customer

**Channelview ISD**

1100 Sheldon Rd  
Channelview, TX 77530  
Darrell Cheney  
Director Technology  
281.860.1420  
Comcast Ethernet Service Customer



## Tab 5 Value Add

ix. Provide any additional information relevant to this section.

d) Value Add

Comcast Response:

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Comcast Response:

If your company has policies or mandates regarding employees working from home, Comcast Business offers services including fast, reliable Managed Broadband and a Teleworker VPN to help keep them connected to the office, customers, and the applications they need. Comcast Business solutions can work together to provide home-based employees with a secure, reliable, and dedicated connection to their corporate network.

### Teleworker VPN

Your home-based employees have a centrally managed remote access VPN solution that provides the same network access, security, and service they enjoy in the office. When combined with Comcast Business's Managed Broadband, Comcast Business Teleworker VPN provides employees a secure, reliable connection to primary business systems, applications, and files all backed by the nation's largest gig-speed network.

This combination provides employees a dedicated, independent internet connection that does not interfere or compete with their at-home internet — freeing up home bandwidth for remote learning, entertainment and more. Comcast Business is ready to help you keep your employees connected to your organization, your customers and each other.

- Managed Broadband – nationwide coverage
- Centrally managed, remote access VPN – works across any internet network
- Enterprise-level customer service support – 24x7x365
- Simple, centralized management – reduces burden on IT and help desk resources
- Single bill, single source – one bill covers all employees

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*


Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

5/12/2021

Date

  
Authorized Signature & Title

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

Comcast Cable Communications Management, LLC

**Contact**

**Signature**

Melinda Little

**Printed Name**

Director of Government Affairs

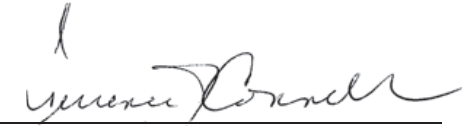
**Position with Company**

**Address**

1701 JFK Boulevard

Philadelphia, PA 19103

**Official  
Authorizing  
Proposal**



**Signature**

Terrence J. Connell

**Printed Name**

Senior Vice President

**Position with Company**

**Phone**

(281) 384-5688

**Fax**

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



# COMCAST BUSINESS

Comcast Business Services  
One Comcast Center  
Philadelphia, PA 19103-2838  
June 22, 2018

TO: Texas Ethics Commission

Comcast Holdings Corporation is a publicly traded business entity, wholly-owned subsidiary of Comcast Corporation, a Fortune 50 company traded on the NASDAQ. Comcast's Class-A common stock is listed on the NASDAQ Global Select Market under the SEC Stock Ticker Symbol CMCSA, and its Class-A Special common stock is listed on the NASDAQ Global Select Market under the SEC Stock Ticker Symbol CMCSK. Additional financial information may be found at <http://www.cmsck.com>.

Its wholly owned subsidiaries include:

- Comcast Cable Communications, LLC
- Comcast Cable Communications Management, LLC and
- Comcast Business Communications, LLC.

In accordance with the new rules executed by the State of Texas as of January 1<sup>st</sup>, 2018 through Section 7-#4 enclosed below, the Form 1295-Certificate of Interested Parties is no longer applicable to the above entities.

## **SECTION 7 - # 4**

### **7. Are there certain contracts that do not require Form 1295?**

**Yes. Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:**

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services if:
  - (a) the value of the contract cannot be determined at the time the contract is executed; and
  - (b) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;**
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

Please do not hesitate to contact us whether additional information is required. We greatly appreciate your assistance.

Sincerely,



---

Daniel J. Carr, Vice President, Sales Operations

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Terrence J. Connell, as an authorized representative of

Comcast Cable Communications Management, LLC, a contractor engaged by

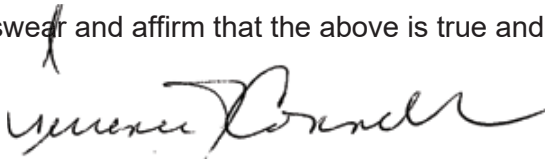
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

5/12/2021

Date



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 21-08

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for  
Internet Service Provider for TEA Connect Texas Program

**SUBMITTAL DEADLINE: Tuesday, May 18, 2021, 10:00 AM CENTRAL TIME**

This Addendum No. 1 amends the Request for Proposals (RFP) for Internet Service Provider for TEA Connect Texas Program (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Internet Service Provider for TEA Connect Texas Program. Addendum No. 1 is hereby issued as follows:

1. **Question Deadline:** The question submittal deadline for this RFP is hereby changed from April 21, 2021 to be extended as indicated below:
  - Wednesday, May 5, 2021

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than May 5, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

2. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 4, 2021 @ 10:00 AM Central Time and extended as indicated below and above:
  - Tuesday, May 18, 2021 @ 10:00 AM Central Time

## RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Comcast

Contact Person Melinda Little



Signature \_\_\_\_\_

Date 5/17/2021

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist