

REQUEST FOR PROPOSAL
Banquete Independent School District
Erate FY 2027

**Network Switches, Wireless Access Points, Uninterruptible
Power Supplies, and Network Drops**

Superintendent: Adriana Tagle
DELIVER SEALED PROPOSALS TO:
Banquete ISD
ATTN: Nanette Chapa
4339 Fourth Street
Banquete, TX 78339

DELIVER ELECTRONIC PROPOSALS TO:
erate@banqueteisd.net

MANDATORY WALKTHROUGH
November 18, 2026

BID DUE DATE:
December 17, 2026 No Later Than 1:30 PM>

BID OPENING
December 17, 2026 at 3:30 PM
Banquete ISD Board Room
4339 Fourth Street
Banquete, TX 78339

1.0 General Information:

The Banquete Independent School District is soliciting sealed proposals for network infrastructure upgrades. See Section 8.0 for details. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the Banquete Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Banquete Independent School District to award the contract to the company or companies that appear most advantageous to the District.

Contact Person: Nanette Chapa, Technology Director, 361-387-2551.

Proposals are due on December 17, 2026 at 1:30 PM>

Proposals may be hand delivered to the District Administrative Offices located at 4339 Fourth Street, Banquete, TX 78339. Proposal may be mailed to

**Banquete Independent School District
Attention: Nanette Chapa
4339 Fourth Street
Banquete, TX**

Envelope must be clearly labeled with the following information:

**Name of Bidder
Address of Bidder
FY 2027 Erate Bid
Bid Due Date**

Electronic proposals may be sent to erate@banqueteisd.net.

**Emails must include the following subject line:
FY 2027 Erate**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

**SPAM AND/OR ROBOTIC RESPONSES WILL NOT BE CONSIDERED VALID BID RESPONSES
AND WILL BE DISQUALIFIED FROM CONSIDERATION**

Mandatory Walkthrough

All vendors who wish to bid on this project must attend a walkthrough on November 18, 2026 at 10:00 AM. Vendors will meet Nanette Chapa at the District Administrative Offices located at 4339 Fourth Street, Banquete, TX. For questions about the walkthrough please contact Nanette Chapa, erate@banqueteisd.net.

1.1 Communication with the Banquete Independent School District: It is the responsibility of the bidder to inquire about any requirements of this RFP that are not understood. Inquiries must be submitted by email to erate@banqueteisd.net and answers will be posted online at <https://tinyurl.com/y45rh7ze>. The deadline for submitting questions is **December 1, 2026**. Q and A document will be posted in the EPC on that same date. If a change or clarification to the RFP is made in a substantial manner, addenda will be posted online. The Banquete Independent School District will not be bound by oral responses to inquiries or written responses other than the RFP Q&A Page posted above.

Please direct all inquiries to:

Nanette Chapa,
Banquete Independent School District
erate@banqueteisd.net

1.2 Award of Proposal: Banquete ISD Board of Trustees reserves the right to award this proposal on an item-by-item basis or a group of items. Banquete ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Banquete ISD will conduct a comprehensive, fair and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness. The District, in its sole discretion, may deem a Proposal non-responsive if the Proposer fails to comply with the instructions in this RFP or submits an incomplete Proposal. The District may, in its sole discretion, disqualify non-responsive proposals from further evaluation.

1.3 Public Information Act and Confidentiality: All proposals, documentation, and technical materials submitted in response to this RFP become the property of Banquete ISD and are subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552.

- Pre-Award Confidentiality: To the extent permitted by law, proposals will remain confidential during the evaluation process until a contract is awarded or the solicitation is cancelled.
- Proprietary Information: Pricing, contract terms, and information required to establish compliance with E-Rate rules become public information once an award is made or upon open record requests after bid evaluation. Bidders claiming confidential, trade secret, or proprietary status on any portion of their proposal must:
 - Clearly mark those specific pages, sections, or trade secrets as "CONFIDENTIAL / PROPRIETARY".
 - Provide a detailed explanation justifying the exemption under Texas Government Code §552.110.
- Texas Attorney General Ruling: A blanket marking of the entire proposal as "confidential" or "proprietary" is invalid and will be ignored. If an open records request is received for marked

materials, Banquete ISD will notify the vendor in accordance with TPIA provisions; however, the vendor is solely responsible for submitting arguments to the Texas Office of the Attorney General to defend its confidential assertion. Banquete ISD assumes no liability for the disclosure of unmarked information or disclosures mandated by Texas law.

1.4 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.5 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any sub-vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency including, but not limited to the FCC and USAC. Submission is also an agreement that Banquete ISD will be notified of any change in this status.

1.6 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's proposal.

1.7 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 180 days after the due date of the proposal.

1.8 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by the apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

2.0 General Terms and Conditions:

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Banquete ISD and the Vendor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Vendor needs clarification of, or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from Nanette Chapa, Banquete Independent School District, 4339 Fourth Street, Banquete TX 78339 or at erate@banqueteisd.net.

2.4 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The Vendor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Texas

2.5 Tax Exemption: The Banquete Independent School District is a governmental entity and is exempt from the payment of Federal Excise Taxes on articles not for resale, the Federal Transportation Tax on all shipments, and state sales tax. The vendor and sub vendor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required.

2.6 Equal Opportunity: In the execution of the contract, the Vendor and all sub vendors agree, consistent with Banquete ISD policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

2.7 Independent Vendor: Whether the Vendor is a corporation, partnership or other legal entity, the Vendor is an independent vendor. The manner in which services are performed shall be controlled by the Vendor, however, the nature of the services and the results to be achieved shall be specified by the Banquete Independent School District. The Vendor is not to be deemed an employee or agent of Banquete ISD and has no authority to make any binding commitments or obligations on behalf of Banquete ISD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Banquete ISD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by Banquete ISD or for which Banquete ISD may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Vendor or any sub vendor under this agreement.

2.9 Quantities: The quantities shown on this request are based on estimated needs. Banquete ISD reserves the right to adjust quantities up or down to meet actual needs.

2.10 Payment: It is the District's desire to use **Service Provider Invoicing (SPI)** for all services and equipment related to this RFP. If a vendor is unable or unwilling to provide Service Provider Invoicing, the vendor must notify the district in their response to this RFP. Payment of the undiscounted portion of the project will be made upon receipt of a correct invoice for goods and/or services that have been delivered, installed and accepted. A vendor may submit an invoice for partial installation. All materials must be installed, inspected and approved by Banquete ISD prior to final payment. If materials are damaged during installation, the vendor must replace the product with like product prior to final payment.

2.11 Cancellation: Banquete ISD reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The District reserves the right to cancel this contract upon written notice of the intent. If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of this contract, Banquete ISD reserves the right to cancel upon thirty days written notification of the intent.

3.0 Insurance:

3.1 Liability Insurance: Vendor must provide evidence of liability and workers comp insurance with this proposal. Banquete ISD retains the right of approval for insurance coverage. Banquete ISD shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the Banquete ISD. Certificates shall be filed prior to the date of performance under this Agreement.

4.0 Evaluation Process:

Banquete ISD will evaluate all responsive proposals using the weighted criteria outlined below. In accordance with FCC E-Rate rules, the price of E-Rate eligible goods and services is weighted as the primary factor in the evaluation process.

Purchase price of E-rate eligible goods and services: 30%

The reputation of the vendor and of the vendor's goods and services: 15%

The quality of the vendor's goods or services: 15%

The extent to which the goods or services meet the District's needs: 15%

The vendor's past relationship with the District: 13%

The impact on the ability of the District to comply with laws relating to historically underutilized businesses: 2%

The total long-term cost to the District to acquire the goods or services: 10%

4.1 Disqualification Criteria

The following criteria will be used by the District to disqualify a bid.

Bids submitted after the due date

Bids submitted via fax

Non-responsive proposals (see 1.2)

Responses that do not include pricing for specific services or equipment requested in this RFP

Bids that do not include site- or project-specific details, and/or are not responsive to the applicant's requests

SPAM bids¹

Robotic bids

Absence of valid Service Provider Identification Number (SPIN)

Absence of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with USAC/SLD.

FCDC Red-Light Status of Red

5.0 Confidential Information:

Bidders are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors. Banquete ISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the vendor's best price and technical response based on the RFP.

6.0 Banquete ISD Obligations:

Banquete ISD accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. Banquete ISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of Banquete ISD's official files. Retention of these proposals does not obligate Banquete ISD to any action. Banquete ISD reserves the right to reject any and all proposals received.

7.0 Default Conditions:

If the contracted service provider breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of

¹ Emails to the applicant saying that the service provider can provide the general type of service requested and asking for a call-back is not a good faith response to an FCC Form 470 posting and will be considered a SPAM bid

creditors, Banquete ISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five days written notice to the service provider.

Banquete ISD will then be relieved of all obligations, except to pay the value of the service provider's prior performance (at not exceeding the contract rate). The service provider will be liable to Banquete ISD for all cost exceeding the contract price that Banquete ISD incurs in completing or procuring the service as described in this document. Banquete ISD's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

ERate Contract Terms

The contract may be subject to Banquete ISD receiving ERate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the ERate 2027 funding year ending June 30, 2028, or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

1. Only applicants holding a valid Service Provider Identification Number (SPIN) are eligible to respond to this RFP. Entities holding "Red-Light Status" with the FCC or are under any state of debarment as stated in the "Debarment" section listed above are not eligible to respond to this RFP and no proposals submitted by such entities will be considered.
2. Banquete ISD expects the proposer/Service Provider to make themselves thoroughly familiar with any rules and regulations regarding the ERate program.
3. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
4. Once a funding commitment decision letter has been issued the maximum percentage Banquete ISD will be liable for is the pre-discount amount minus the ERate funded amount.
5. No Category 2 installation work can take place before April 1, 2027.
6. In the event of questions during the ERate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal(s).
7. Banquete ISD reserves the right to deny any or all proposals associated with this RFP, even after ERate funding approval.
8. Banquete ISD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of ERate approval.

8.0 Scope of Work

Network Switches

1. Project Overview & Scope

The District is seeking competitive bids for Category Two Internal Connections eligible equipment and installation services under the E-Rate program. The project includes the purchase, delivery, installation, baseline configuration, and testing of access switching hardware, along with all required auxiliary equipment, optics, cabling, rack mount hardware, and software licensing.

Vendors must provide equivalent or superior equipment to the specifications listed below. All bids proposing functionally equivalent options ("or equal") must include technical documentation proving interoperability and performance parity with the reference models.

2. Technical Specifications & Requirements

Access Switches

- **Quantity:** Seventeen (17) Access Switches (Reference: Cisco Catalyst **C9300-48UXM** or **C9300 Series Multi-Gigabit model** or functional equivalent), each including an 8-port 10G SFP+ network uplink module (Reference: **C9300-NM-8X**) or functional equivalent.
- **Requirements:**
 - **Wi-Fi 7 Ready Connectivity:** Must feature IEEE 802.3bz Multi-Gigabit (1GbE / 2.5GbE / 5GbE / 10GbE) ports and 802.3bt UPOE / UPOE+ (60W–90W per port) power allocation capable of supporting full radio throughput and maximum power draw for Wi-Fi 7 Wireless Access Points.
 - **Hardware Stacking:** Dedicated hardware stacking architecture (e.g., Cisco StackWise-480) including stacking bandwidth cables, stacking kit modules, and stack power cables per switch to form unified manageability and power-sharing units.
 - **Uplink Capabilities:** High-speed 10GbE SFP+ modular uplink connectivity to aggregate traffic back to the core switch.
 - **Redundant Power:** Dual hot-swappable power supplies with power budgets sized to handle high-density UPOE power requirements across all active WAP ports, if applicable.

3. Auxiliary Equipment, Cabling, & Optics

All proposals must include all necessary ancillary hardware required to achieve a fully operational, end-to-end network environment:

- **Optics/Transceivers:** Compatible 10GbE SFP+ optical transceivers (single-mode or multi-mode, depending on existing infrastructure drops) for core-to-access links.

- **Patching & Cabling:** Category 6A Ethernet patch cables for access ports and WAP drops; high-density fiber patch cables for switch uplinks.
- **Physical Infrastructure:** 19" rack-mount hardware, cable management arms, and Category 6A patch panels as required by site layout.
- **Licensing & Software:** The proposal must include all foundational Right-to-Use (RTU) software, operating system licenses, and baseline management platform licenses (or equivalent/superior tiers) required to operate, configure, and maintain the requested equipment for an initial deployment term of 5 years. Bidders must explicitly identify all software license tiers included in their response and separate any non-eligible advanced software features via standard USAC cost allocation guidelines.

4. Scope of Work (Services)

The selected vendor will be responsible for:

1. **Delivery & Unpacking:** Staging equipment at designated district facility locations.
2. **Physical Installation:** Rack-mounting switch units, stacking modules, power supplies, and patch panels cleanly within existing or new racks.
3. **Configuration:** Initial device setup **as applicable to each device role**, including:
 - Management IP configuration, hostname, and administrator access setup
 - VLAN creation, trunking, and Spanning Tree Protocol (STP / RSTP / MSTP) configuration
 - Layer 2 / Layer 3 routing configuration (core switches)
 - Stacking / clustering provisioning (access switch stacking or core high-availability, as supported by proposed platform)
 - Power-over-Ethernet (PoE / PoE+ / UPOE) power allocation and port profiling (access switches)
4. **Integration & Testing:** Integration into the district's existing network infrastructure, verifying uplink throughput, verifying full power/data delivery to WAPs and performing failure/redundancy failover tests.
5. **Documentation & Asset Tagging:** Providing serial numbers, asset tags, baseline configuration backups, and port mapping tables upon completion.

5. E-Rate Compliance & Vendor Requirements

- **SPIN Number:** Vendors must provide a valid **Service Provider Identification Number (SPIN)** and maintain an active Status with the Universal Service Administrative Company (USAC).
- **Invoicing:** Vendor must support both **SPI (Form 474)** and **BEAR (Form 472)** invoicing methods at the District's discretion.
- **Cost Allocation:** Bids must explicitly itemize and separate **E-Rate eligible** items/services from any **ineligible** components or license bundles.

- **Itemized Pricing:** Proposals must break down costs per line item, clearly specifying unit pricing, extended pricing, tax/shipping (if applicable), and labor costs.

Wireless Access Points

1. Overview & Baseline Scope

The District is seeking turnkey proposals for the purchase, physical installation, predictive and post-installation wireless site surveys, and initial configuration of enterprise-grade indoor Wireless Access Points (Wi-Fi 7 standard / 802.11be): Reference: Cisco Catalyst CW9176I or functionally equivalent. The objective is to achieve complete, high-density wireless coverage and eliminate signal blind spots across all specified District facilities.

All proposed solutions must include functional equivalence documentation if proposing alternate manufacturers. Proposals must explicitly detail the Power over Ethernet (PoE) requirements (802.3at vs. 802.3bt) for all proposed equipment and identify any necessary power accessories (e.g., power injectors or midspans) required to achieve full radio operation on standard 30W PoE+ switch ports.

Vendors are estimated to install a baseline of approximately eighty-five (85) APs, but final counts will be determined by a mandatory vendor-conducted site survey during the scheduled walkthrough. Proposals must specify individual per-unit costs (inclusive of AP hardware, mounting accessories, cloud/system management licensing, and deployment labor) to allow the District to adjust final procurement quantities based on survey findings.

2. Site Walkthrough & Coverage Recommendations

The baseline quantity of **85 Access Points** represents an estimate based on current facility layouts. The District intends to replace 78 existing APs and it is our belief that we need 5 or more additional APs to eliminate dead spots.

- **Base Bid Evaluation:** For fair evaluation and scoring compliance under E-Rate rules, all bidders **must submit pricing based on the baseline quantity of 78 Access Points** using their itemized unit prices.
- **Survey & Quantity Adjustments:** Bidders may provide recommended quantity adjustments or heatmaps as part of their proposal response. Pursuant to District terms, the District reserves the right to adjust final procurement quantities (increase or decrease) prior to contract execution or deployment based on final site survey results, using the itemized unit pricing provided in the winning bid.

3. Deliverables & Services Required

The awarded vendor must provide complete turnkey implementation, including:

- **Hardware & Accessories:** APs, mounting brackets (drop-ceiling grid, solid wall, or beam mounts as required per location), and all internal/external mounting hardware.
- **Licensing:** Centralized controller, OS, or cloud management platform licenses (e.g., Cisco Meraki MR Enterprise / Catalyst Center) for a **5-Year operational period**.
- **Deployment Services:** Physical mounting, patch cable connection, adoption into the district's management console, initial SSID/VLAN/RF configuration, post-installation coverage verification, and asset tagging.

5. Infrastructure Dependencies

All access point locations requiring new horizontal cabling drops beyond existing locations will utilize Category 6A cabling. Specifications and installation standards for cable runs are detailed in the "Structured Cabling" section below.

Structured Cabling Infrastructure (Category 6A)

1. **Core Scope:** The District is requesting itemized proposals for the turnkey installation of approximately **five or more Cat-6A network drops** across designated District facilities. The number of network drops must match the number of APs added beyond the 78 existing APs.
2. **Material & Labor Inclusions:** Proposals must cover all necessary materials, pathways, termination, labeling, patch panels, equipment room patch cables, and installation labor needed to provide complete, functional connectivity from network closets to wall outlets/mounting locations.
3. **Itemized Pricing & E-Rate Cost Allocation:** To comply with E-Rate Category 2 invoicing standards and accommodate adjustments to total drop counts, vendors **must clearly separate material costs and labor costs** in their bid breakdown. Bids must provide:
 - **Unit Material Cost per Drop:** Fixed material cost (cabling, jacks, faceplates, patch panels, rack-side patch cords, pathways).
 - **Unit Labor Cost per Drop:** Fixed installation, termination, labeling, and testing labor cost per drop.
 - **Total Installed Unit Price per Drop:** The combined material and labor rate.
4. The District reserves the right to scale the total number of drops up or down based on E-Rate funding availability using these itemized unit rates.
5. **Standards & Compliance:** All installations must comply with ANSI/TIA-568 standards, local electrical/building codes, and plenum requirements where applicable. Each cable run must be clearly labeled at both ends in accordance with District naming schemes and certified using an industry-standard cable analyzer (Fluke or equivalent) with full digital test results delivered prior to final payment.

Uninterruptible Power Supplies

1. **Core Scope:** The District is seeking bids for the purchase, installation, and initial configuration of two (2) or more Uninterruptible Power Supplies (UPS); (Reference: APC Smart-UPS X2000 with 120-volt power pack).
2. **Core Technical Specifications**
 - **Form Factor:** All proposed UPS units must be rack-mountable (2U maximum height).
 - Additional rack space is permitted for External Battery Packs (EBPs) required to satisfy runtime specifications.
 - **Uptime & Capacity:** The UPS solution must provide a minimum of 30 minutes of runtime when supporting 80% of the UPS's rated Watt capacity.
 - **Network Management Card (NMC):** Each UPS must include a pre-installed or bundled NMC supporting 10/100/1000 Mbps Ethernet, SNMPv3, HTTPS, SSH, and environmental monitoring sensor ports.
 - **Warranty:** Minimum 3-year full coverage warranty on both electronics and batteries.
3. Bids should include all mounting, cabling the protected equipment, connecting to the District's power source, configuring the NMC with District-provided settings (if applicable), all auxiliary hardware, software, and licenses required to put the UPSs into service in our network environment, and validating the power redundancy and network communication.

Brands:

Brand names that are included in this proposal request are for descriptive purposes, to indicate the quality, design and utility desired. These specifications are not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal request. Each proposer shall indicate the manufacturer's name and model number of the brands being proposed.

Or Equal:

Whenever any materials, apparatus, equipment or process is indicated or specified by patent or proprietary name and/or manufacturer, the name so indicated shall be deemed and constructed to be followed by the words, "or approved equal or greater". If an "or equal or greater" is proposed, the proposer will specify what brand, grade, model, etc. of any proposed substitute. The proposer must also provide a specification sheet and picture of the proposed product. The proposer shall clearly state any differences on the proposal sheet, not on an attachment of any kind. Banquete ISD shall determine if the substitution is an equal or greater product after reviewing these items.

Substitutions:

Substitutions of brands after the award are not allowed unless prior approval from Banquete ISD has been received. Substitutions must be submitted to Banquete ISD 30 days prior to substitution. If an item is purchased and later discovered not to meet the original specifications, the vendor shall assume all responsibility and make adjustments as required by the district.

Notice: Lowest Corresponding Price

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP.

9.0 Banquete ISD Responsibilities

Banquete ISD will provide access during the process of the installation to allow the vendor and its employees access to the premises at all reasonable hours or at such hours as the school district and vendor may agree.

It is understood that the vendor will not be held accountable for any delays caused/permitted Banquete ISD.

If the purchase is being made on an E-rate funded equipment or service and Banquete ISD does not receive the full amount of requested E-rate funding, the applicant has the discretion to nullify and cancel the contract.

10.0 Vendor's Responsibilities

The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring materials as specified, transportation, construction, unloading, inspecting, and inventory. Whenever in the RFP the terms "provide," "furnish," "supply," or "install," etc. can be interpreted as requiring the vendor both to furnish and/or install materials, unless specifically notified that provisioning/installation of the materials will be handled by the School District, such tasks will be performed by the vendor.

The vendor will;

- Provide for the installation of all conduits and sleeves through firewalls as required meeting codes,
- Install the wire, cable, and any associated hardware in accordance with the manufacturer's specifications,
- Conduct tests and inspections in the presence of the School District personnel after installation has been completed in order that the School District may be assured that the requirement for the installations are met
- Promptly correct all defects for which the vendor is responsible
- Coordinate all work with the School District's contact. This contact will be designated at a future date, before the commencement of the installation.

Upon completion of the work each day, the vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor. The vendor will provide the School District with complete detailed test results as outlined in this RFP. The test results must be delivered to the School District prior to payment. The vendor shall describe and provide a written document of the appropriate product and/or cable plant warranty periods and conditions. Access to buildings with children will occur with proper notification to Nanette Chapa.

Required Background Checks, Fingerprinting, and Safety Certifications

In accordance with Texas Education Code (TEC) §22.0834 and §22.08341, any vendor, contractor, or subcontractor (and their respective employees) who will perform continuing duties related to the contracted services and will have potential or actual direct contact with students must undergo a national fingerprint-based criminal history review before commencing work on Banquete ISD property.

- **DPS FACT Clearinghouse & FBI Fingerprinting:** All covered personnel must be fingerprinted through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system or the Fingerprint Application Clearinghouse of Texas (FACT). Standard commercial or third-party background checks do not substitute for FBI/DPS fingerprint clearance.
- **Disqualifying Convictions:** In accordance with TEC §22.085, no employee, subcontractor, or agent of the vendor who has been convicted of a Title 5 felony offense, an offense requiring sex offender registration, or an equivalent offense under federal or state law involving a minor or student, shall be permitted on school property.
- **TEA "Do Not Hire" Registry Check:** Prior to assigning any personnel to Banquete ISD, the vendor must certify that they have checked the Texas Education Agency (TEA) "Do Not Hire" Registry and confirmed that no assigned individual is listed as ineligible for employment in Texas public schools.
- **Vendor Certification & Cost:** The awarded vendor assumes full responsibility for all costs associated with fingerprinting and criminal history checks. The vendor must provide a signed certification to Banquete ISD confirming that all personnel deployed on-site have cleared all statutory background requirements prior to their arrival.
- **Identification Badges & On-Site Protocol:** All vendor and subcontractor personnel must visibly display district-issued or vendor-issued photo identification badges at all times while on Banquete ISD property. Vendors must strictly enforce a policy prohibiting personnel from interacting with students or entering unauthorized instructional areas.
- **Right to Refuse Access:** Banquete ISD reserves the right to deny access to, or require the immediate removal of, any vendor employee or subcontractor deemed unsuitable, non-compliant, or who poses a potential safety risk to students or staff. Non-compliance with these safety provisions constitutes a material breach and grounds for immediate contract termination.