REQUEST FOR PROPOSAL
Kenedy County Wide Common School District
Erate FY 2027

Internet Access

Superintendent: Carlos Guerra
DELIVER SEALED PROPOSALS TO:
Kenedy County Wide CSD
ATTN: Carlos Guerra
150 E. La Parra Street
Sarita, TX 78385

DELIVER ELECTRONIC PROPOSALS TO:
cguerra@saritaschool.com

BID DUE DATE:
January 7, 2026 No Later Than 1:30 PM
BID OPENING
January 7, 2026 at 3:00 PM
Kenedy County Wide CSD
150 E. La Parra Street
Sarita, TX 78385

1.0 General Information:

The Kenedy County Wide Common School District is soliciting sealed proposals for Internet Access. 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 Kenedy County Wide Common School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Kenedy County Wide Common School District to award the contract to the company or companies that appear most advantageous to the District.

Contact Person: Carlos Guerra, Technology Director, 361.294.5381.

Proposals are due on January 7, 2026 at 1:30 PM.

Proposals may be hand delivered to the District Administrative Offices located at 150 E. La Parra Street, Sarita, TX 78385. Proposal may be mailed to

Kenedy County Wide Common School District
Attention: Carlos Guerra
150 E. La Parra Street
Sarita, 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 cguerra@saritaschool.com.

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

1.1 Communication with the Kenedy County Wide Common 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 cguerra@saritaschool.com and answers will be posted online at https://tinyurl.com/37f4rhf6. The deadline for submitting questions is **December 15, 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 Kenedy County Wide Common 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:
Carlos Guerra,
Kenedy County Wide Common School District
cguerra@saritaschool.com

1.2 Award of Proposal: Kenedy County Wide CSD Board of Trustees reserves the right to award this proposal on an item-by-item basis or a group of items. Kenedy County Wide CSD 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. Kenedy County Wide CSD 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 Kenedy County Wide CSD 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, Kenedy County Wide CSD 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. Kenedy County Wide CSD 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 Kenedy County Wide CSD 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 Kenedy County Wide CSD 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 Carlos Guerra, Kenedy County Wide Common School District, 150 E. La Parra Street, Sarita TX 78385 or at cguerra@saritaschool.com.

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 Kenedy County Wide Common 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 Kenedy County Wide CSD 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 Kenedy County Wide Common School District. The Vendor is not to be deemed an employee or agent of Kenedy County Wide CSD and has no authority to make any binding commitments or obligations on behalf of Kenedy County Wide CSD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Kenedy County Wide CSD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by Kenedy County Wide CSD or for which Kenedy County Wide CSD 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. Kenedy County Wide CSD 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 Kenedy County Wide CSD 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: Kenedy County Wide CSD 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, Kenedy County Wide CSD 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. Kenedy County Wide CSD retains the right of approval for insurance coverage. Kenedy County Wide CSD 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 Kenedy County Wide CSD. Certificates shall be filed prior to the date of performance under this Agreement.

4.0 Evaluation Process:

Kenedy County Wide CSD 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 Erate 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 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 bids[1]
- 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. Kenedy County Wide CSD 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 Kenedy County Wide CSD Obligations:

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

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[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

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 creditors, Kenedy County Wide CSD 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.

Kenedy County Wide CSD 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 Kenedy County Wide CSD for all cost exceeding the contract price that Kenedy County Wide CSD incurs in completing or procuring the service as described in this document. Kenedy County Wide CSD'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 Kenedy County Wide CSD 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. Kenedy County Wide CSD 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 Kenedy County Wide CSD will be liable for is the pre-discount amount minus the ERate funded amount.
5. 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).
6. Kenedy County Wide CSD reserves the right to deny any or all proposals associated with this RFP, even after ERate funding approval.
7. Kenedy County Wide CSD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of ERate approval.

8.0 Scope of Work

Category 1 Internet Access & Data Transmission

1. Service Overview

The District is seeking proposals for Category 1 Internet Access and/or Data Transmission Services. Bids will be accepted for:

- Option A: Internet Access Service Only (ISP)
- Option B: Data Transmission / Transport Service Only
- Option C: Bundled Internet Access and Data Transmission Service

Bidders may submit proposals for any or all options, offered by a single provider or through partnerships.

2. Technology Neutrality

Services may be delivered over any reliable transmission medium, including fiber-only, fiber/non-fiber hybrid, or non-fiber networks (e.g., cable, fixed wireless, microwave, satellite). All solutions must meet the SLA requirements herein.

3. Bandwidth Requirements & Scalability

Bidders must provide pricing for the following bandwidth tiers: **1 Gbps, 2 Gbps, and 3 Gbps**. The contract must allow the District to upgrade bandwidth during the contract term at the bid rate without executing a new competitive bidding process.

4. Delivery Location & Demarcation

- Service must be delivered to the District's primary DMARC located at 150 E. La Parra Street, Sarita, TX.

5. Service Term & Timeline

- **Service Start Date:** July 1, 2027.
- **Contract Term:** Initial term of 36 or 60 months, with option for two (2) or more voluntary 12-month extensions.
- **Pre-Discount Installation:** Bidders must indicate if construction/installation is required prior to July 1 to meet the operational date.

6. Technical Specifications & Service Level Agreement (SLA)

Internet access is a mission-critical service for the district. Bidders must submit complete documentation of their standard Service Level Agreement (SLA) with their proposal, including:

- Guaranteed network availability/uptime percentage (24/7/365).
- Mean Time to Repair (MTTR) and response times for emergency outages.

- Outage notification, tracking, and escalation procedures.
- Financial credits or remedies provided for unmet SLA thresholds.

Proposed SLAs, reliability track records, and response protocols will be evaluated and scored as part of the bid evaluation criteria.

7. E-Rate Compliance & Billing Requirements

- Respondents must possess a valid Service Provider Identification Number (SPIN) and be in good standing with the FCC ("Green Light" status).
- Pricing must clearly separate Monthly Recurring Charges (MRC) from eligible and ineligible Non-Recurring Charges (NRC).
- Respondents must agree to support both SPI (Form 474) and BEAR (Form 472) invoicing methods at the District's discretion.

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. Kenedy County Wide CSD 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 Kenedy County Wide CSD has been received. Substitutions must be submitted to Kenedy County Wide CSD 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 Kenedy County Wide CSD Responsibilities

Kenedy County Wide CSD 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 Kenedy County Wide CSD.

If the purchase is being made on an E-rate funded equipment or service and Kenedy County Wide CSD 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 Carlos Guerra.

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 Kenedy County Wide CSD 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 Kenedy County Wide CSD, 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 Kenedy County Wide CSD 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 Kenedy County Wide CSDproperty. Vendors must strictly enforce a policy prohibiting personnel from interacting with students or entering unauthorized instructional areas.
- Right to Refuse Access: Kenedy County Wide CSD 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.

11.0 Prohibition against Discrimination and Diversity, Equity, and Inclusion (DEI) Activities

The vendor must review this memorandum in its entirety and ensure that all operations are conducted in strict accordance with District policy. The memorandum is available at the following link: https://tinyurl.com/4m4nm3uy