

# EL PASO ACADEMY, INC.



## CONTRACT AND PROCUREMENT

### **Request for Proposals Structured Network Cabling – RFP 2026-301**

**Proposal Closing Date:  
3:00 PM MST  
May 6, 2026**

El Paso Academy, a Texas public charter school system, is accepting Proposals from qualified and experienced Vendors/Contractors to provide Structured Network Cabling and Communications Fiber Backbone. The "District" needs these devices installed, configured, and maintained.

El Paso Academy (“EPA”) reserves the right to revise and amend the specifications prior to the date set for the receipt of Proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and at least 10 (ten) business days in advance of the submission deadline. Revisions or amendments, if any, will be made by issuing an errata or addenda that is posted to EPA’s website. Every effort will be made to send the errata or addenda issued to the parties known to have been furnished a complete copy of this RFP. It is the responsibility of each Respondent, prior to submitting the Proposal, to check EPA’s website to determine if an errata or addenda was issued and, if so, to obtain such errata or addenda.

El Paso Academy reserves the right to accept or reject any and all bids, and to waive any formalities, to award the entire bid to one (1) vendor, or to make awards by groups or by line item, whichever El Paso Academy determines as their best interest.

Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to [sgros@elpacademy.org](mailto:sgros@elpacademy.org), no later than 10 days before the bid deadline May 6, 2026 at 3:00 PM MST. All interested parties may access this RFP package online at the following address:

<https://www.elpacademy.org/procurement/>

## **PART I – GENERAL INFORMATION AND INSTRUCTIONS**

### **1) Introduction**

El Paso Academy (“EPA”) is a Texas nonprofit corporation and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, El Paso Academy is an open-enrollment charter holder, governmental

entity and public school system. EPA offers high schools providing individualized instruction and technology-based approach to education.

El Paso Academy recently purchased building for conversion into our expanded East El Paso Academy campus. The 15,000 sf existing building will be remodeled to provide a typical charter school program with classrooms, administrative offices, common area circulation, multi-purpose lunchroom, serving kitchen, and all typical ancillary spaces. Additionally, the facility will be expanded by constructing a contiguous 5,000 sq. ft. wing with additional classrooms, restrooms, common circulation, etc.

## **2) Objectives**

Utilizing the Request for Proposals (RFP) method of procurement, El Paso Academy, Inc. ("District") is seeking:

- **Structured Cabling - Turn-key installation of structured data cable systems in El Paso Academy facility (new construction). Project will include, but not limited to:**
  - Provide all horizontal cabling and fiber optic backbone cabling, terminating hardware, adapters, and cross-connecting hardware necessary to interconnect all system equipment including equipment located in communications rooms.
  - Technical design and structured cabling for voice, data and security associated with video surveillance system and access control.
  - PA system cabling installation for analog and IP based communication system (including exterior horns and sirens).
  - Installation related to Communications Network Closet as defined by the requirements contained in this RFP.

The district needs these services installed, configured, and maintained at its new building located at 1150 Vista de Oro, El Paso, TX 79935.

## **3) Funding Authority**

EPA will utilize State and Federal funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s)/Contractor(s) through this RFP, including any purchase orders issued under said contract(s).

## **4) Rationale for RFP**

Upon consideration of the requirements for the procurement under this RFP, EPA determined the RFP was the appropriate purchasing method for the following reasons:

- (a) The selection of the successful respondent will not be made primarily on the basis of price.
- (b) EPA requires that each respondent provide innovative solutions to address the purchasing requirements set forth in this RFP.
- (c) EPA anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements.

## **5) Proposal Submissions**

- a) Proposal Response Requirements. Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal must be submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that EPA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.
- b) Eligible Respondents. Respondents who can meet the technical specifications for quality and other terms of this RFP, who are not debarred and/or suspended from conducting business with EPA by federal and state funded agencies and have the right to transact business in Texas are invited to respond. A prospective Vendor/Contractor must affirmatively demonstrate responsibility and good standing.
- Possesses or is able to obtain adequate financial resources to perform under this RFP.
  - Can comply with the required scope of this RFP.
  - Has a satisfactory record of integrity and ethics.
  - Is otherwise qualified and eligible to receive an award.
  - Is in good standing with the applicable national or state agencies and associations.
- c) Required Format and Submission of Proposal. To be considered, the Proposal must be prepared according to the stated specifications and specifications and should include the following information and content. A signed, submitted Proposal submitted to Sarahi Gross, Executive Director, shall be received no later than **3:00 PM MST on Wednesday, May 6, 2026**, along with the requisite signature pages, required attachments, and certification forms. Proposal envelopes received must be clearly marked with this RFP number and Title and addressed as indicated in the RFP. Late Proposals will not be accepted.
- d) Use of Brand Names. The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, EPA will consider Proposal to be as specified. Illustrations and complete description must be included with the Proposal if proposing other than specified.
- e) Incurred Costs. All costs incurred in the preparation and submission of the Proposal shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Respondent.
- f) Proposed Costs. Respondent shall provide information on all costs EPA may incur related to providing the requested goods and/or services herein. Respondent will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect EPA to incur any costs, the Proposal shall state "No costs to EPA." Costs should be submitted utilizing or referencing **FORM OF PROPOSAL** included in this RFP. The prices quoted must be honored for the duration of the contract period (and any extension periods). The prices quoted must be representative of the contractor's general pricing for similar tasks. The vendor is expected to price all future tasks consistently (whether or not they were specifically called out in the RFP).

- g) Discounts. Although EPA may take advantage of any discount offered by Respondent for payment in less than thirty (30) calendar days, EPA shall not consider discounts offered by Respondent during the evaluation of the Proposal submitted. EPA will only evaluate Proposals based on the criteria set forth in this RFP.
- h) Tax Exemption. EPA is exempt from federal excise tax, state, and local tax. Do not include tax on cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- i) Withdrawal of Submitted Proposal. At any time prior to the closing date and time, a Respondent may withdraw a submitted Proposal by submitting a request to withdraw in writing to sgross@elpacademy.org. By submitting a Proposal, each Respondent guarantees that the Proposal submitted, including the price(s) detailed therein, shall remain firm for a period of not less than one hundred twenty (120) days from this RFP closing date. No Proposal may be withdrawn during the 120-day period of offering.
- j) Proposal Constitutes Offer. A Proposal submitted in response to this RFP is an offer to contract with EPA, based upon the terms, conditions, and specifications of this RFP and EPA's standard terms and conditions. A Proposal does not become a contract unless and until it is accepted by EPA and approved by its Board of Directors ("Board"), as required by law and policy. Submission of a Proposal shall be construed to mean that the Vendor/Contractor agrees to carry out all conditions set forth in this RFP. By submitting a Proposal, Respondent affirms it has read and understands this RFP and terms and conditions set to govern the contract. Any proposed variation from the specifications, terms, and conditions shall be clearly identified in the Proposal. Respondents must describe in detail any proposed variation to the stated specifications, terms, and conditions. Please note that variations are strongly discouraged and may be grounds for rejection at EPA's sole discretion. RFP Clarification and Questions below on submitting any questions as to ambiguity, conflict, discrepancy, omission, or other error(s) that may relate to any requested variation in writing. If no changes are indicated, EPA shall expect to receive the goods and/or services exactly as specified.
- k) RFP and Proposal Constitute Contract. Upon the Board's acceptance of Respondent's Proposal and approval of a contract with Respondent, this RFP and Proposal shall constitute the written, binding contract between the parties (the "Contract" or "Agreement"). EPA shall not accept any contract or other written agreement from a Respondent submitted as part of its Proposal. EPA reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If EPA is willing to consider or needs a contract draft tendered from Respondent, EPA will request this from Respondent, but contract terms must be consistent with this RFP and EPA's standard terms and conditions.
- l) Open Records. As a Texas open enrollment charter school, EPA is subject to the Texas Public Information Act, Tex. Gov't Code §§ 552.001 et seq ("TPIA"). Proposals submitted to EPA in response to this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Texas law, Respondent is responsible for submitting arguments to the Attorney General identifying which exception(s) to the TPIA are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality normally are not accepted by the Attorney General. EPA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent.

- m) Conflict of Interest. EPA and any prospective or actual Vendor/Contractor are required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officials. Any Vendor/Contractor that does business or seeks to do business with EPA must timely complete and submit the Texas Ethics Commission's required **Conflict of Interest Questionnaire – Form CIQ**.
- n) Undue Influence. In order to ensure the integrity of the selection process, Respondent's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor/Contractor, directly or indirectly, through any contact with EPA Board members or officials from the date this RFP is released until the award of a fully executed and approved Contract. By submitting a Proposal, Respondent affirms that the Vendor/Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any EPA representative in connection with the Proposal submitted.
- o) Proposal Errors. Respondents will represent that its Proposal is a true and correct statement and contains no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, the Vendor/Contractor may be removed from consideration or from any approved Vendor/Contract list maintained by EPA.
- p) False/Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an accurate attribute or capability of Vendor/Contractor, may be rejected. If, in the opinion of EPA, such information was intended to mislead EPA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP, EPA shall reject the Proposal.
- q) Proposal Signatures. The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal, Respondent represents and warrants that the individual submitting the Proposal and the documents made part of the Proposal is authorized to sign such documents on behalf of the Vendor/Contractor and to bind the Vendor/Contractor under any contract that may result from the Proposal submission. The signature should indicate the title or position that the individual holds in the entity.
- r) Rights Reserved by EPA and Restrictions on the RFP Process.
- EPA reserves the right to cancel or withdraw this solicitation as a whole or in part by issuance of a revised or amended RFP or a cancellation of this RFP.
  - EPA reserves the right to select any Proposal, or combination thereof, it deems the best value and in the best interest of EPA, regardless of price. Evaluation criteria is included in this RFP.
  - EPA reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Respondents or to create a pool of approved Vendors/Contractors. The fact EPA may make multiple awards should be taken into consideration by each Respondent and "all-or none" combinations of goods and/or services will not be considered if not solicited.
  - EPA reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of EPA. EPA further reserves the right to accept, reject, or negotiate modifications in any terms of a Respondent's Proposal or any parts thereof.

- EPA reserves the right to waive any formalities or technicalities if deemed in the best interest of EPA. EPA also reserves the right as sole judge of quality and equality.

#### 6) **Respondent Responsibility**

El Paso Academy (EPA) expects Respondents to be thoroughly familiar with all specifications and requirements of this RFP. Respondent's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor/Contractor from any obligation regarding this RFP. By submitting a Proposal, Respondent is presumed to concur with all terms, conditions, and specifications of this RFP unless otherwise specifically stated in **Attachment – Deviations and Exceptions**.

Respondents who have not obtained this RFP directly from EPA, or who may have downloaded the document from the EPA website, shall be responsible for immediately notifying EPA of their interest in order to receive all written addenda or errata on a timely basis. A Respondent who does not notify EPA and submits a Proposal without receipt of all addenda or errata issued may be deemed to have submitted a Proposal not responsive to this RFP.

#### 7) **Contract Award**

Written notice of award mailed or otherwise furnished to the successful Vendor(s)/Contractor(s) results in a binding contract without further action required by either party. EPA further reserves the right to tender its own contract for products or services. EPA may not accept, and may reject, any contract or other written agreement submitted by a Respondent as part of its Proposal or offered by the successful Vendor(s)/Contractor(s). If EPA is willing to consider or needs a contract draft tendered from Respondent, EPA will request this from Respondent, but contract terms must be consistent with this RFP and EPA's standard terms and conditions.

#### 8) **Selection of Vendor(s)**

EPA may award this RFP to multiple Vendors/Contractors or to the Vendor/Contractor EPA determines, in its sole discretion, provides the best value to EPA, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **Evaluation Criteria** in this RFP.

#### 9) **Contract Term**

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of EPA and selected Vendor(s)/Contractor(s) upon Board approval.

#### 10) **Criminal Background Checks**

Texas Education Code § 22.0834 requires entities that contract to provide services to EPA Schools to either (i) obtain named based criminal history and/or fingerprinting record information regarding "covered employees" or (ii) provide sufficient information for EPA Public Schools to arrange for the completion of name based criminal history and/or fingerprinting record information regarding "covered employees."

#### **Definitions:**

**"Covered Employees":** Any employee of a vendor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. **If both of these are**

**met, a national criminal history record review is mandatory for any covered employee. Please note:(EPA will be the final arbitrator on what constitutes direct contact with students)**

*Contractor must coordinate and cooperate with the School to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Contractor and any of Contractor's personnel who will have continuing duties related to this Agreement and will have direct contact with students.*

Vendor/Contractor will be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor/Contractor shall cooperate with EPA to ensure that all employees and subcontractors assigned to work under a contract have successfully passed a criminal background check prior to assignment. Any person or persons not acceptable to EPA shall be prohibited from working on the Agreement. EPA reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by EPA pursuant to Texas law. Vendor/Contractor shall provide certification that all of its personnel are eligible and that required background checks have been conducted as required by law.

## **11) Insurance Requirements**

- a) No Insurance Requirements as to EPA. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, EPA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.
- b) The insurance coverages specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor/Contractor. The Vendor/Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.
- c) The successful Vendor/Contractor will at a minimum carry and maintain Workers' Compensation, General Liability, and Property Damage Liability Insurance. Insurance Certificates must be submitted with the Proposal. EPA reserves the right to review all insurance policies pertaining to this RFP to guarantee that the proper coverage is obtained and maintained by the Vendor/Contractor.
- d) Vendor/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):
  - i) **General Liability:** Vendor/Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: **\$1,000,000.00** per occurrence and **\$2,000,000.00** general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from the performance of the Agreement or completed operations, whether by Vendor/Contractor or anyone directly or indirectly employed by Vendor/Contractor. Such policy shall name EPA as an Additional Named Insured and include a Waiver of Subrogation Clause.

**ii) Cyber Liability and Technology Professional Liability Errors and Omissions:**

Vendor/Contractor shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than **\$2,000,000.00** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor/Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of EPA in the care, custody, or control of Vendor/Contractor.
- **Cyber liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of EPA that will be in the care, custody, or control of Vendor/Contractor.

Such policy shall name EPA as an Additional Named Insured and include a Waiver of Subrogation Clause.

**iii) Workers' Compensation:** Vendor/Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

- e) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "El Paso Academy, Inc." as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named-insured is not adequate to establish this status or fulfill this requirement.
- f) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to EPA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.
- g) Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

## **PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS**

### **Scope of Work**

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. EPA will use objective criteria to review Proposals and potentially make multiple awards, if deemed in the best interest of EPA, in its sole discretion.

### **Section 1: Overview**

#### **A. Internal Connections – Network Electronics**

##### **A. 1 General Requirements**

A.1.1 The "District" is planning to add new Network Electronics at its new campus. All new LAN Switches will feature 10/100/1000 Mb. The Vendor will provide equipment, configuration, and installation of these items.

A.1.2 "The District" wants a contract with the Vendor to provide a complete, "turnkey" installation, configuration and maintenance. Vendors are responsible for receiving and storing equipment in their secured facilities until installation. These telecommunications network electronics should support voice, video, and data.

A.1.3 Proposals should include all the costs associated with the delivery of all labor services, and materials needed to complete the project. The Vendor will include all costs in the bid, shipping, insurance, delivery, taxes, etc. The Vendor will also include lift rental fee cost, and heavy duty flooring protection sheet, as necessary. No additional costs will be allowed under the existing scope of work. The contract will include only one Vendor to provide all of the electronics.

A.1.4 The Vendor will provide documentation to prove their staff's capabilities, experience, and certifications. Information should include network electronics installation, configuration and maintenance for similar projects.

A.1.5 The attached list provides the minimal technology specifications that are acceptable to meet the "District's" current and future technology needs.

##### **A. 2 Vendor Closeout Deliverables**

A.2.1 Vendor is expected to provide the following deliverables

- Equipment inventory list
- Onsite equipment - newly installed equipment
- Access Point and Cabling as-built drawings/maps, indicating labeling and location of all equipment including but not limited work area outlets, patch panels, cross connect blocks, on each segment and cable routing outlet and identifiers.
- Internal Connections – Structured Cabling

#### **B. Internal Connections – Structured Cabling**

##### **B. 1 General Requirements**

**B. 1.1 The primary scope of work** is to provide a complete, "turn-key" structured cable infrastructure, if applicable, that will serve the campus reliably for many years. All cabling, copper, and fiber optic must be plenum rated. Vendor is responsible for any removal of existing cable, racks, network equipment, as needed and approval of El Paso Academy team. Vendor is to box, palletize, and deliver the removed items to District's designated centralized location.

#### **B. 1.2 Submittals**

**A. Product Data:** Include data on features, ratings, and performance for each component.

**B. Shop Drawings:** Include dimensioned plan, requirements listed below, and elevation views of components.

1. System/endpoint cable identification labeling schedules, including an additional electronic copy of labeling schedules, in software and format selected by District.
2. Single mode fiber pathways and interconnects between MDF and IDF with distribution enclosures at each end, terminated and tested
3. Total cable drop counts per IT closet (MDF/IDF) assignment
4. Cable drop counts per purpose/room/outlet
5. IT rack elevation and patch panel port assignment list – coordinate with District
6. Conduit sleeves routed and penetrated to MDF/IDF rooms
7. Conduit sleeve location shown in each room connecting to corridor
8. Ground bar location and bonding to each rack and cable support system components

**C. Samples:** For workstation outlet connectors, jacks, jack assemblies, and faceplates for color selection and evaluation of technical features.

**D. Product Certificates:** Signed by manufacturers of cables, connectors, and terminal equipment certifying that products furnished comply with requirements.

**E. Qualification Data:** For firms and persons specified in "Quality Assurance" Article. Provide evidence of Current CommScope certification. Vendor/Contractor shall be certified under manufacture before bid date.

**F. Field Test Reports:** Indicate and interpret test results for compliance with performance requirements. Copper and fiber cable certifications are required for EPA IT network to review for any existing building takeovers with plans to re-use cabling.

**G. Maintenance Data:** Include maintenance manuals for products to be included in the installation.

**H. Submittal procedures** as per RFP.

**I. Submit complete submittal package** within 15 calendar days after award of this work for approval. Equipment is not to be ordered without approval. Partial submittals are not acceptable for review. Each submittal shall include a dated transmittal.

**J. Submittal** may be electronically transmitted in PDF file format (preferred) or paper copies may be provided in quantities. Paper copies shall be organized including index tabs in a 3-ring black binder of sufficient size.

Each Product data submittal shall include:

1. A cover sheet with the name and location of the project, the name, address, and telephone number of the Vendor/Contractor, and the name, address, and telephone number of all assigned sub-contractors. Include on or after the cover sheet sufficient space for review stamps.
2. An indication of any deviations from Contract Document requirements, including variations and limitations. Show any revisions to equipment layout required by use of selected equipment.
3. A product data index and complete equipment list including for each product submitted for approval the manufactures name and part number, including options and selections.
4. Cut-sheets or catalog data illustrating the physical appearance, size, function, compatibility, standards compliance, and other relevant characteristics of each product on the equipment list. Indicate by prominent notation (an arrow, circle, or other means) on each sheet the exact product and options being submitted.
5. Submit design data, when the scope of work requires, including calculations, schematics, risers, sequences, or other data.
6. When the contract requires extended product warranties, submit a sample of warranty language.
7. Any resubmittal shall include a complete revised equipment list and any product data that is revised.

**L. Submit shop or coordination drawings**, when specified or the required for the scope of work, which include information that will allow the Vendor/Contractor to coordinate interdisciplinary work and when necessary, guide the manufacturer or fabricator in producing the product. Shop or coordination drawings shall be specifically prepared to illustrate the submitted portion of work, this may require diagrams, schedules, details, and accurate to scale equipment and device layouts prepared using a CAD or BIM engineering drawing program.

**M. The District review of submittals** is only for confirmation of adherence to design of project and does not relieve the Vendor/Contractor of final responsibility for furnishing all materials required for a complete working system and in complying with the Contract Documents in all respects.

### **B. 1.3 Final Observation**

A. It shall be the duty of the Vendor/Contractor to make a careful observation trip of the entire project, assuring themselves that the work on the project is ready for final acceptance before calling upon the District to make a final observation.

B. To avoid delay of final acceptance of the work, the Vendor/Contractor shall have all necessary bonds, warranties, receipts, affidavits, et cetera, called for in the various articles of these specifications, prepared and signed in advance, together with a letter of transmittal, listing each

paper included, at or before the time of said final observation. The Vendor/Contractor is cautioned to check over each bond, receipt, et cetera, before preparing for submission to verify that the terms check with the requirements of the specifications.

C. The following and other provision will be required at time of final completion:

1. Final clean up completed.
2. All systems are fully operational, all material and devices installed.
3. As built (as installed) drawings and operations manuals

#### **B. 1.4 Drawings, Manuals, and Training**

A. As-built drawings and operating and maintenance manuals may be electronically transmitted in PDF file format.

B. Upon completion of the installation, and prior to final inspection, the Vendor/Contractor shall furnish as-built drawings indicating labeling and location of all equipment including but not limited work area outlets, patch panels, cross connect blocks, on each segment and cable routing outlet and identifiers.

C. In addition, the Vendor/Contractor shall furnish complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets. Manuals shall include wiring diagrams to indicate internal wiring for each device and the interconnections between the items of equipment. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system. Provide a parts list with manufacturer and model number for commonly replaced parts. Include complete instructions for the inspection, testing, and maintenance of the system. Place final cable certification test results in manuals.

D. All cable paths and wiring methodology shall be documented. All cables shall have both ends labeled and included in the as-built documentation. Provide an MS Excel worksheet compatible format spreadsheet file cross referencing all cable run numbers, architectural room number, and owners room number for the origin and destination of each cable run.

E. A formal on-site training session shall be provided by the Vendor/Contractor to the Districts Representative / Maintenance personnel and shall include instruction on the documentation, location, inspection, maintenance, testing, and operation of all system components. Provide a minimum of two (2) hours of documented general instruction.

#### **B. 2 Standards**

**B. 2. 1** All Vendors must meet all applicable codes / standards defined below, and any others that may be defined.

**B. 2. 2** The Vendor will follow the National Electric Code (NEC), the National Electric Safety Code (NESC), OSHA, and local codes.

B. 2. 3 The Vendor will provide materials and equipment that is new and will conform to the NEMA, UL, ANSI/EIA/TIA, IEEE, and IPCEA standards. All cabling will follow the BISCI standards of installation, testing and maintenance.

B. 2. 3 ANSI/TIA/EIA Standards - Commercial Building Telecommunications Cabling Standards

### **B. 3 Scope of Project/Scope of Work**

#### **B. 3. 1**

A. The Horizontal Structured Cabling System shall consist of Category 6 and 6a cables routed and secured from the Communications Room to the outlets as shown on the drawings. All Category 6 outlets will terminate in the Communications Room on 24-port and/or 48-port Category 6 patch panels. Wire management shall be used to provide cable management above, below and to each side of the patch panel.

B. All structured cabling shall be from a single manufacturer to ensure optimum performance.

C. Vendor/Contractor will provide all materials to place and terminate all outlet types.

D. Vendor/Contractor will be responsible for supplying and installing the fiber and copper patch cords.

#### **E. Cable Routing/Pathway and Installation**

1. System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical code requirements.

2. The cable support system shall provide a protective pathway, using J-hooks, to eliminate stress that could damage the cabling. The cable shall not be crushed, deformed, skinned, crimped, twisted, or formed into tight radius bends that could compromise the integrity of the cabling. Detailed information on cable installation in Section 9.

3. Horizontal cabling must not be fastened to electrical conduits, mechanical ductwork/piping, sprinkler pipes, or routed to obstruct access to hatches, doors, utility access panels, or service work areas. Do not route cables through fire doors, ventilation shafts, grates, or parallel with line voltage electrical conductors.

Horizontal cables, including any required service loops, shall be more than 90 meters or 295 feet long. Contractor shall identify any area that cannot be reached within these constraints and shall report them to the Engineer. Installation of any data cable outside of these parameters will require written approval from the Engineer.

Cable Pathway extension of all data and voice cables shall be within raceway, conduit, J-hook, cable tray or other designated cable delivery system provided and installed by vendor/contractor.

4. For Work Area outlets/endpoints, each cable run shall include a 10-foot service loop with Velcro hook ties located above the ceiling. This is to allow for future relocation, re-termination, or repair.

5. For MDF/IDF rooms, each cable run shall include a three-foot service loop with Velcro hook ties located in the ceiling above the rack. This is to allow for future re-termination or repair.

**B. 3. 2 Backbone Fiber**

The Backbone Fiber Riser System shall consist of fiber cables with 12 (twelve) 50-um OM4 multimode interlocking armor cable placed from the each IDF and terminating in the MDF. All fiber terminations shall be fusion spliced pigtails with LC connectors. Fiber will be terminated and routed through rack mount fiber panels. Duplex LC fiber patch cords will be provided for each closet.

Rack-mounted fiber distribution enclosures for termination and interconnection of the optical fiber backbone.

**B. 3. 3 Cable Color Scheme**

A. Color scheme for cable runs and patch cables are indicated below. Selected cabling vendor should confirm quantity of each with construction and IT to ensure correct number and type of runs.

B. The color code shall be as follows:

PURPOSE	COLOR
Data (wall jacks) Blue	Data (wall jacks) Blue
Wireless Access Points Green	Wireless Access Points Green
Projectors Purple	Projectors Purple
Analog (security/fire/elevator	Analog (security/fire/elevator
Security Cameras Yellow	Security Cameras Yellow
Intercom White	Intercom White

**B. 3. 4 Cable Run Designator Labeling Scheme**

A. Each patch panel jack, wall plate jack, terminal cabinet connector, both ends of each cable run and on the ceiling grid bar at jack locations that are concealed above a drop ceiling shall be labeled with a cable scheme run designator machine printed labels installed according to EIA/TIA 606 standards. All labeling shall conform to industry standards and best practices.

Labeling types and schemes shall be verified and coordinated with the District prior to any installation.

B. Patch panels are to be labeled based on room number (or closet number), sequential order and purpose as indicated in the below example.

1. 24-port patch panels are the first and last patch panels in the rack.

2. Therefore, patch panel A will range from A01-A24; patch panel B01-B48; etc.

C. <Room #>-<Patch Panel #><Port# on patch panel>-<Purpose>

IT Closet (Patch Panel) Room (Faceplate)	IT Closet (Patch Panel) Room (Faceplate)
RM228-A04-AP MDF123-A04-AP	RM228-A04-AP MDF123-A04-AP
RM228-A05-P MDF123-A05-P	RM228-A05-P MDF123-A05-P

Note: Patch panel # is indicated by letter. (A, B, C, etc.)

D. Third-Party Building Systems are to be terminated on the patch panel and labeled as indicated below. At the device, the cable should be labeled indicating closet and patch panel label. No devices should be connected directly into the switch and third-party vendors are expected to coordinate needed drops with the selected cabling vendor.

IT Closet (Patch Panel) Device	IT Closet (Patch Panel) Device
RM123-HVAC001 MDF123-B46-HVAC001	RM123-HVAC001 MDF123-B46-HVAC001
RM123-LGHT001 MDF123-B47-LGHT001	RM123-LGHT001 MDF123-B47-LGHT001

### B. 3. 5 J – Hooks

A. The cabling from the Communications Room will be routed to their respective outlets utilizing J-Hooks above ceiling. Cables will be bundled in groups of less than 50 and placed no more than 5’ apart following the pathway from Communications Room to work area outlet. J-Hooks and all mounting hardware as well as any placement of these devices are the responsibility of the Vendor/Contractor.

B. Attachments for cabling support shall be spaced at approximately 48 to 60 inches on center. Cable bundles shall not be allowed to sag down more than 12-inches mid-span between attachments.

C. Category 6, all attachments shall be approved for Category 6 cabling. Attachments shall be Caddy part numbers as follows, or approved equal, sized as follows:

1. CAT16HP or approved equal, 1” diameter Capacity 15 Category 6 cables.
2. CAT21HP or approved equal, 1.31” diameter Capacity 40 Category 6 cables.
3. CAT32HP or approved equal, 2” diameter Capacity 60 Category 6 cables.
4. Split bundles greater than 2" dia. or provide cable tray.

D. Category 6A, all attachments shall be approved for Category 6A cabling. Attachments shall be Caddy part numbers as follow, or approved equal, sized as follows:

1. CAT16HP or approved equal, 1” diameter Capacity 10 Category 6A cables.
2. CAT21HP or approved equal, 1.31” diameter Capacity 12 to 24 Category 6A cables.
3. CAT32HP or approved equal, 2” diameter Capacity 25 to 35 Category 6A cables.

4. CAT48HP or approved equal, 3” diameter Capacity 48 Category 6A cables.
5. Split bundles greater than 48 cables (maximum allowed bundle size) or provide cable tray.

E. Do not mix different signal strength cables on the same J-Hook (i.e. fire alarm with data and telephone cable). Multiple J-Hooks can be placed on the same attachment point, up to the rated weight load of the attachment device.

### **B. 3. 6 Rack Hardware**

Rack Hardware will be utilized in the telecommunication rooms to house terminated Category 6/6a patch panels, fiber termination hardware, and network switch equipment. All rack hardware will be secured to the floor with appropriate hardware and overhead by cable tray. All racks will be 7 feet in height and 19 inches wide with 3-inch channels.

Vertical cable management will be utilized between each rack and at the end of each rack row to manage vertical patch cables (in front) and horizontal cable runs (in back). 6” vertical cable managers will be used between racks to provide cable management vertically.

Alternately, as noted on the drawings, wall-mounted racks shall be utilized in the telecommunication room to house terminated Category 6/6a patch panels, fiber termination hardware, and network switch equipment.

All rack hardware will be secured to the wall with appropriate hardware.

All rack hardware shall be grounded to an approved building ground.

### **B. 3. 7 Fire-stopping systems**

Suitable fire-stopping shall be used to prevent the spread of smoke and fire throughout the building. Vendor/Contractor will be responsible for installing fire-stopping system for every wall or floor penetration as required by code. Fire resistant plywood to install wall-mounted equipment.

### **B. 3. 8 UPS**

An Uninterruptible Power System shall be placed into each Communications Room to provide conditioned power and back-up in case of power failure. UPS shall be mounted in the bottom of the rack housing the network equipment.

### **B. 3. 9 Grounding and Bonding**

Vendor/Contractor shall provide a ground bar at each termination location (Communications Rooms and Equipment Room). Vendor/Contractor shall provide a #6 AWG stranded copper wire cable between ground bars located at each TR and ER to the building main service ground point. This ground conductor shall be utilized for equipment, termination, equipment rack, cable tray and computer equipment grounding.

All grounding and bonding shall meet the National Electrical Code (NEC<sup>®</sup>) as well as local codes, which specify additional grounding and/or bonding requirements.

Communication bonding and grounding shall be in accordance with the NEC and NFPA.

Horizontal cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements and practices. Horizontal equipment includes cross connect frames, patch panels and racks, active telecommunication equipment and test apparatus and equipment.

## **B. 4 Communication Network System Requirements**

**B. 4. 1 The Structured Cabling System** shall consist of any one or all of the following structured cabling elements or subsystems:

- One or more floor-mounted open racks, wall-mounted racks, or enclosure, which shall have horizontal and vertical cable management and, when floor mounted racks are used, horizontal stabilization, which may be provided by the cable runway from the rack to the wall, though if this is insufficient, shall have supports fabricated by the Vendor/Contractor.
- Termination hardware supporting all horizontal and backbone cabling.
- Cable runway system, installed above the racks and enclosures, to support and manage the cabling that runs from the racks and enclosures to equipment in the space, which shall be fitted with all accessories required to adequately support the installed cabling, such as waterfalls, support components, and bonding components.

### **B. 4. 2 Supported Applications**

The Structured Cabling System shall be capable of supporting and/or integrating the following:

- Analogue and digital voice applications
- Data applications
- Local area network services
- Wide area network services
- Video /Imaging services
- Low voltage devices for building controls

### **B. 4.3 Additional Requirements**

- Categorized copper product shall be used in conjunction with an approved equal or higher Category cable as verified by ETL or TSV.
- All structured cabling products shall be installed according to any applicable instructions.
- All networks and other applications shall be installed per applicable standards and manufacturers' guidelines and transmitted over the appropriate minimum Category copper cable or fiber cable for which it was intended to operate on.
- All applicable local, state, national, and federal electrical and fire safety standards shall be adhered to during and after installation.

## **B. 5 Work Area Outlets**

The Work Area shall consist of the connectivity equipment used to connect the horizontal cabling subsystem and the equipment in the work area. The connectivity equipment shall include the following options:

- Category 6 and Category 6a Copper outlets
- Patch (equipment) cords
- Faceplates

### **B. 5. 1 Category 6 Copper Outlets**

All category 6 information outlets designed for termination of 4-pair balanced twisted-pair category 6 copper cables must possess the following characteristics at the minimum:

- Be able to be a gravity feed (45 degree angled) as well as flush mount utilizing the same jack.
- Have 110 style insulation displacement connectors with quadrant pair isolation and a pyramid wire entry system.

Termination is accomplished with a single conductor impact tool.

- Be backwards compatible to allow lower performing categories of cables or connecting hardware to operate to their full capacity.
- Have rear protective strain relief caps rear entry, which will be installed onto cable after termination.
- Support industry standards for T568A or T568B wiring options (568B wiring scheme applicable to this project) on each individual outlet.
- Be side-stackable for high-density solutions.
- Provide color-coded and labeled for VOICE, DATA or Blank, Snap-In icons for circuit identification.
- Be constructed of high impact, flame-retardant thermoplastic.
- Must be Third Party Verified to all claims.
- Verified to ETL TSV performance in a channel CommScope Uniprise- UNJ600-BL or approved equal.

### **B. 5. 2 Category 6a Copper Outlets**

- A. All category 6a information outlets designed for termination of 4-pair balanced twisted pair category 6a copper cables must possess the following characteristics at the minimum:
1. Be able to be a gravity feed (45 degree angled) as well as flush mount utilizing the same jack.
  2. Have 110 style insulation displacement connectors with quadrant pair isolation and a pyramid wire entry system. Termination is accomplished with a single conductor impact tool.
  3. Be backwards compatible to allow lower performing categories of cables or connecting hardware to operate to their full capacity.
  4. Have rear protective strain relief caps rear entry, which will be installed onto cable after termination.
  5. Support industry standards for T568A or T568B wiring options (568B wiring scheme applicable to this project) on each individual outlet.
  6. Be side-stackable for high-density solutions.

7. Provide color-coded and labeled for VOICE, DATA or Blank, Snap-In icons for circuit identification.
8. Be constructed of high impact, flame-retardant thermoplastic.
9. Must be Third Party Verified to all claims. Verified to ETL TSV performance in a channel

B. Outlets at faceplate will color code according to application CommScope Uniprise- UNJ10G-GN or approved equal (for all WAP Drops)

### **B. 5. 3 Above Ceiling/Structure Mounted Jack Locations**

Jack type to match colors above and shall be as follows:

CommScope part number M101SMB-B-262 securely mounted to structure above the finished ceiling with Category 6 jacks and blanks as required.

### **B. 5. 4 Patch Cords**

A. All category 6 Patch (Work-area) Cords shall use 4-pair balanced twisted-pair category 6 23 AWG stranded twisted pair copper cable and be available in both Booted and Non-Booted options.

B. For work area data drops, we require the length and quantity of patch cords as outlined in the drawings.

C. For Projector Drops, provide one Purple category 6 10' patch cord per drop. UC1BBB2-0LF010 or approved equal

D. For Analog Drops, provide one Orange category 6 10' patch cord per drop. UC1BBB2-06F010 or approved equal

E. For Security Camera Drops, provide one Yellow category 6 10' patch cord per drop. UC1BBB2-09F010 or approved equal

F. For Intercom Drops, provide one White category 6 10' patch cord per drop. UC1BBB2-08F010 or approved equal

G. For WAP Drops, provide one Green category 6a 10' patch cord per drop. UC1BBB2-0MF010 or approved equal

H. Patch cords shall be from the same manufacturer as the horizontal cabling to insure optimum performance.

### **B. 5. 5 Face/Wall Plates**

The faceplates shall support the network system by providing high-density in-wall, surface mount or modular office furniture cabling applications. The outlets consist of faceplates for flush and recessed in-wall mounting as well as mounting to the modular office furniture systems. The surface mount boxes can be mounted where in-wall applications are not possible or to support applications where surface mount is the best option.

Designer series faceplates shall be available in single gang design in White and available in (1 or 4) port openings. They shall possess contoured edges for a contemporary appearance. They shall feature openings on both sides to allow easy identifications of the ports and accept Uniprise information outlets. They shall come equipped with mounting screws, label covers, and label cards.

CommScope – M14LE-262 (4-port outlet) or Approved Equal

CommScope – M13LE-262 (3-port outlet) or Approved Equal

CommScope – M12LE-262 (2-port outlet) or Approved Equal

CommScope – M10LE-262 (1-port outlet) or Approved Equal

## **B. 6 Horizontal cabling Subsystem**

The horizontal cabling system is the portion of the telecommunications cabling system that extends from the work area telecommunications outlet/connector to the horizontal cross connect in the TC.

- Horizontal cabling in an office should terminate in a TC located on the same floor as the work area being served
- Horizontal cabling is installed in a star topology (home run)
- Bridged taps and splices are not permitted as part of the copper horizontal cabling

### **B. 6. 1 Copper UTP Cable**

#### **A. Category 6 UTP Cable**

Maximum cable length is 90 meters from telecommunications room to the furthest endpoint drop

B. These requirements are for cables of four unshielded twisted pairs of 23 AWG bare copper, thermoplastic insulated solid conductors enclosed by a thermoplastic jacket. The finished cable shall exceed the requirements of ANSI/TIA/EIA-568-B.2-1 Category 6.

C. All cable shall conform to the requirements for communications circuits defined by the National Electrical Code (Article 800) and the Canadian Building Code. All cable shall be listed with an OSHA approved laboratory and carry labeling of either CMP or CMR whichever is appropriate for the installation environment.

D. The cable manufacturer shall be ISO 9001 registered.

### **B. 6. 2 Cabling Testing Criteria**

- All data UTP wiring devices are designed for T568B wiring, T568A devices use a different pair assignment and should not be mixed
- Tested to 650 MHz
- Maximum Delay Skew  $\leq 25$  ns
- Typical Positive PowerSum ACR  $\geq 400$  Mhz
- Capacitance Unbalance of 58.2 pF Max @ 23 degrees Celsius.
- Typical PSUM NEXT & NEXT  $\geq 10$ dB better than category 6 standard

### **B. 6. 3 Cable-Jacket Print**

The cable jacket shall be printed with a minimum of the following information: Manufacturer, Manufacturer's part number, cable type, listing file number, number of pairs, listing type (i.e. CMR), and sequential footage markings starting at 1000 ending at 0. Web-Trak cable test report identification number

## **B. 7 Communications Rooms**

### **B. 7. 1 Cable Termination Hardware**

Each horizontal or backbone cabling run will be terminated using appropriate connectors or connecting blocks depending upon the cable type. Matching patch cords will be used to perform cross-connect activities or to connect into the networking/voice hardware.

#### **B.7.1.1 U/UTP Modular Patch Panel**

- A. The modular patch panel must be capable of housing M-Series outlets.
- B. The discrete distribution module (DDM) panels should be available in a 24- or 48-port, straight configuration.
- C. The panel should consist of a rack mounted base unit, rear cable management hardware, and labels for port numbering.
- D. Panel should mount in a 19-inch (483mm) equipment rack with universal hole spacing.
- E. The modular patch panel will be installed above and below switches. 24-port patch panels shall be installed above the top switch and below the bottom switch in each rack. 48-port patch panels shall be installed between switches in each rack.
  - 1. CommScope CPP-UDDM-2U-48 Patch Panel, 48 port or approved equal
  - 2. CommScope CPP-UDDM-1U-24 Patch Panel, 24 port or approved equal
- F. Outlets installed in the Modular Patch Panel will be color-coded to match application, workstation drop, and patch cord as follows-
  - 1. CommScope Uniprise- UNJ600-BL or approved equal (for all Data Drops)
  - 2. CommScope Uniprise- UNJ600-VL or approved equal (for all Projectors)
  - 3. CommScope Uniprise- UNJ600-OR or approved equal (for all Analog)
  - 4. CommScope Uniprise- UNJ600-YL or approved equal (for all Security Cameras)
  - 5. CommScope Uniprise- UNJ600-262 or approved equal White (for all intercom)
  - 6. CommScope Uniprise- UNJ10G-GN or approved equal (for all WAP Drops)

#### **B.7.1.2 Copper Patch (Equipment) Cords**

- A. Category 6 and Category 6a patch cords to complete closet patching shall be provided by the Vendor/Contractor.
- B. One (1) one-foot patch cords are preferred in the closet to avoid the need for horizontal and vertical management of patch cords. Patch cords shall be from the same manufacturer as the horizontal cabling to ensure optimum performance and the color should match their respective cable run color and patch panel outlet.
- C. Provide one (1) per cable drop, plus an additional ten (10) for each color and type.
  - 1. Data- Blue category 6, UC1BBB2-0ZF001 or approved equal
  - 2. Projectors- Purple category 6, UC1BBB2-0LF001 or approved equal
  - 3. WAPs- Green category 6a, UC1AAA2-0MF001 or approved equal
- D. Provide one (1) per cable drop, plus an additional five (5) for each color and type.
  - 1. Security Cameras- Yellow category 6, UC1BBB2-09F001 or approved equal
  - 2. Analog- Orange category 6, UC1BBB2-06F001 or approved equal
  - 3. Intercom- White category 6, UC1BBB2-08F001 or approved equal
- E. Uniprise Category 6 and Category 6a patch cords are high-performance UTP components available in a broad range of lengths and easy-to trace colors. They are designed to meet or exceed all Category 6 specifications yet are fully backward compatible with Category 5e and lower systems.
- F. 23 AWG conductors are securely mated with a patented RJ45 plug design to deliver superior electrical performance with excellent repeatability. The unique anti-snagging feature simplifies removal and replacement of patch cords.

#### **B.7.1.3 Fiber Termination Enclosure**

All fiber optic rack mount enclosures shall be CommScope. All adapter panels shall be CommScope for Multi-mode applications. All rack mount enclosures shall be CommScope Uniprise Ready enclosures.

CommScope SD-1U Enclosure or approved equal (IDF room standard)

CommScope SD-2U Enclosure or approved equal (MDF room standard)

CommScope SD-4U Enclosure or approved equal

#### **B.7.1.4 Fiber Patch (Equipment) Cords**

All fiber optic patch cords shall be duplex CommScope fiber patch cords. Connector type shall be CommScope LC connectors for Multi-mode applications. All fiber patch cords shall be CommScope factory assembled and tested, and supplied for each terminated fiber connection, plus 15%. Lengths shall be 3 - 10 meters.

### **B.7.1.5 Fiber Pigtail Kits**

All fiber optic pigtails and connectors shall be CommScope. Connector type shall be CommScope LC connectors for Multimode applications. Multimode pigtails shall be constructed with LazrSPEED 550 OM4 fiber.

CommScope FAXLCUC0C-F003 Pigtail Kit (50-um) or approved equal

### **B.7.2 Cable Management**

The Cable Management System shall be used to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures. The system shall be a complete cable management system comprised of vertical and horizontal cable managers to manage cables on both the front and rear of the rack. The system shall protect network investment by maintaining system performance, controlling cable bend radius, and providing cable strain relief.

#### **B.7.2.1 Rack Systems**

##### **A. Telecommunication Racks:**

1. APC AR3150 – Netshester or approved equal
2. Isolated ground power strip mounted on the lower portion of the left side of each rack to be:
  - a. Middle Atlantic Products Part No. PDT-2X320, or approved equal
3. Vertical and Horizontal Cable Management
4. Ladder type cable tray shall be routed over all floor mounted racks from wall to wall.
5. Mount fiber termination cabinets in the top portion of the rack, followed by the patch panels; must adhere to District IT rack standards, see Section 10. Reserve the lower 50% of rack space for mounting of network electronics by the District.

##### **B. Wall-mounted Racks for smaller spaces:**

1. For spaces that cannot accommodate our standard MDF/IDF racks, a wall mounted rack is permissible with the District approval.

Chatsworth Tinted CUBE-IT PLUS Cabinet System with 30" Depth, 48" Height or approved equal
2. Include one (1) per rack, Chatsworth 12820-705 20-amp power strip or approved equal, 8 outlets, NEMA 5-20P, 19" wide (1 RU)
3. Include one (1) per rack, Chatsworth 10610-019 Horizontal Rack Busbar or approved equal with a Chatsworth 40162-902 2-hole lug or approved equal with 3/4" bolt-hole spacing and #6 AWG green insulated copper wire to the building ground.

#### **B.7.2.2 Cable Tray**

- A. The Cable Tray in a Telecommunications Room / Equipment Room shall be placed to allow easy access into the room and formed as shown on drawings. Tray shall route cables from room entrance to their termination location. Tray shall use a standoff bracket to allow cables to be routed above racks and flow easily into vertical managers.

## **B. 8 Backbone Cabling System**

The Backbone Cable Subsystem in a building is part of the premises distribution system that provides connection between equipment rooms, telecommunication rooms, and telecommunications service entrance facilities. A backbone subsystem provides either intrabuilding connections between floors in multi-story buildings or inter-building connections in campus-like environments.

All cables shall be run using a star topology (home run) from the Main Cross-Connect (MC) in the Equipment Room to each Horizontal Cross-Connect (HC) within the Communications Room. The length of each individual run of backbone fiber cable shall not exceed 2000 meters for multimode and the length of each UTP cable run for voice applications is not to exceed 800 meters (90 meters for data) as specified under TIA/EIA-568-A.

The type of backbone fiber cable shall be 50/125 m multimode fiber optic cable. The bending radius and maximum pulling tension of the cable shall be adhered to during handling and installation.

### **B.8.1 Fiber Backbone**

The type of fiber cable used shall contain Laser Optimized 50 micron OM-4 Multimode fiber.

Termination enclosure will be located at the top of the rack housing the network equipment in the Telecommunications Room.

Termination enclosure shall be located at the top of the rack housing the network equipment in the Equipment Room.

### **B.8.2 Fiber Cable**

- Fiber Optic Backbone Cable shall be rated OFNP or OFNR per the installation environment as defined by the NEC and local authority having jurisdiction.
  - a) Fiber construction shall be multi-mode with a core/cladding size of 50/125 microns. Vendor/Contractor shall purchase and install the appropriate CommScope fan out and breakout materials where dictated by the application and choice of fiber optic cable type.

The maximum attenuation of the cable shall be 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. The cable shall be capable of supporting 10 Gigabit Ethernet to 300 meters.

- b) See Multimode Fiber Specifications section for detailed specifications.
  - Fiber Optic Cable size shall contain 12 fibers, and termination shall be as per the backbone diagram, or Customer requirements. All Fiber Optical Cable shall be constructed to the requirements listed in Fiber Cable Specifications.

- All fiber links shall be tested for attenuation using a power meter and light source. The allowable attenuation for any link shall be calculated using the CommScope link loss calculator.

All testing shall be accomplished according to Section 11 of ANSI/TIA/EIA-568-B.1

CommScope 50 micron LazrSPEED 300 Multimode fiber cable R-012-DZ-5LFSUAQ or approved equal

CommScope 50 micron LazrSPEED 550 Multimode fiber cable R-012-DZ-5K-FSUAQ or approved equal

### **B.8.3 Fiber Cable Specifications**

This optical fiber backbone cable shall be suitable for installation in building riser systems, in conduit, in cable tray and/or in innerduct.

1. Optical fiber cable shall be encased in an interlocking armor with an overall jacket.
  - a. Optical fiber cable shall carry an OFCP (Optical Fiber Conductive Plenum) or OFCR (Optical Fiber Conductive Riser) rating, depending on installation environment.
  - b. Outer Sheath: The outer sheath shall be marked with the manufacturer's name, date of manufacture, fiber type, listing (OFCP or OFCR), manufacturer's identification number, and sequential length markings every two feet.
2. Temperature Range:
  - Storage: -40°C to +70°C (no irreversible change in attenuation).
  - Operating: -20°C to +70°C.
3. Humidity Range: 0% to 100%.
4. Single Unit Cables:
  - a. Maximum Tensile Strength (2 fibers). During Installation: 1001 Newton (225 lb. force) (no irreversible change in attenuation). Long Term: 300 N (67 lb. force).
  - b. Maximum Tensile Strength ( $\geq 4$  fibers): During Installation: 1335 Newton (300 lb. force) (no irreversible change in attenuation). Long Term: 400 N (90-lb. force).
5. Multiple Unit Cables:
  - a. Maximum Tensile Strength (24 fibers). During Installation: 2670 Newton (600 lb. force) (no irreversible change in attenuation). Long Term: 180 N (801 lb. force).
  - b. Maximum Tensile Strength (36<sup>3</sup> fibers<sup>3</sup> 48): During Installation: 3560 Newton (800 lb. force) (no irreversible change in attenuation). Long Term: 1068 N (240-lb. force).
  - c. Maximum Tensile Strength ( $\geq 60$  fibers): During Installation: 4450 Newton (1000 lb. force) (no irreversible change in attenuation). Long Term: 1335 N (300-lb. force).

## 6. Bending Radius:

During Installation: 20 times cable diameter. No Load: 10 times cable diameter.

### **B.8.4 Fiber Hardware**

All Fiber Optic termination Hardware shall be CommScope. Termination hardware in the Equipment Room shall be CommScope for Multi-mode applications. All rack mount enclosures shall be CommScope Uniprise Ready enclosures.

CommScope SD-1U Enclosure or approved equal (IDF Room standard)

CommScope SD-2U Enclosure or approved equal (MDF Room standard)

CommScope SD-4U Enclosure or approved equal

### **B.8.5 LC Connectors**

When fusion splicing is not practical, Qwik-II connectors shall be used to terminate multimode fiber. All Fiber Optic Connectors shall be CommScope. They shall be available in LC style connectors.

CommScope MFC-LCF-09-5X LC Connector for 0.9 mm Fiber (MM) or approved equal

### **B.8.6 Fiber Optic Adapter Splice Cassettes**

A. The splicing cassette is designed for use in the SD fiber shelf, which has a LGX/1000 style footprint. Fusion splices are utilized and managed inside the cassette after splicing. The cassettes are available with 12 fiber LC duplex connections in 50-micron Multi-mode fiber and Single mode Fiber versions. The splice cassette is provided with pigtailed in the appropriate fiber type and fusion splice protection sleeves. Break out kits are not required when utilizing the splice cassette.

B. This product is intended for indoor use or can be used outdoors in a suitable protective enclosure.

a. CommScope PNL-CS-12LCX-PT Splice Cassette (MM) or approved equal

### **B.8.7 Fiber Optic Patch Cords**

All fiber optic patch cords shall be available in LC connector type. Cords shall be available in multiple jumper lengths. CommScope's fiber optic jumpers connect the patch panel/shelf to the equipment bay.

Vendor/Contractor will provide Four (4) Duplex 5-foot and Three (3) Duplex 10-foot patch cords to IT room

1. CommScope FEXLCLC42-MXF005 or approved equal

2. CommScope FEXLCLC42-MXF010 or approved equal

## **B.9 Execution**

### **B.9.1 Cable Routing and Installation**

- A. System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical code requirements.
- B. Cable pathways, conduit, and cable support systems shall be complete with bushings, deburred, cleaned, and secure prior to installation of cable.
- C. All wiring shall test free from opens, grounds, or shorts. All communications cable shall be supported from the building structure and bundled. Do not attach any supports to joist bridging or other lightweight members.
- D. The support system shall provide a protective pathway to eliminate stress that could damage the cabling. The cable shall not be crushed, deformed, skinned, crimped, twisted, or formed into tight radius bends that could compromise the integrity of the cabling.
- E. Communications cable must not be fastened to electrical conduits, mechanical ductwork/piping, sprinkler pipes, or routed to obstruct access to hatches, doors, utility access panels, or service work areas. Do not route cables through fire doors, ventilation shafts, grates, or parallel with line voltage electrical conductors.
- F. Support shall be provided by mounting appropriate fasteners that may be loaded with multiple cables. Provided that the weight load is carried by the support rod or wire, the support assembly may attach to the ceiling grid for lateral stabilization. The required support wires for the ceiling grid or light fixtures shall not be utilized. Any fastener attached to the ceiling grid shall not interfere with inserting or removing ceiling tiles.
- G. The cable pathway of supports must be positioned at least 12 inches above the ceiling grid. Communication cables shall not be run loose on ceiling grid or ceiling tiles.
- H. Communication cables shall be run in conduits, where stubs are provided, from wall or floor jacks to accessible areas above finished ceilings. Conduit shall be required only within walls and concealed spaces to provide access.
- I. Provide bushings to protect the cable from damage for conduit ends, box openings, and passage through metal studs.
- J. Communication cables shall be run in bundles above accessible ceilings and supported from building structure. Cabling shall be loosely bundled with cable Velcro hook ties randomly spaced at 30 to 48 inches on center, cable ties shall not be tight enough to deform cabling and shall not be used to support the cabling.
- K. For Work Area outlets/endpoints, each cable run shall include a 20-foot service loop with Velcro hook ties located above the ceiling. This is to allow for future relocation, re-termination, or repair.
- L. For MDF/IDF rooms, each cable run shall include a three-foot service loop with Velcro hook ties located in the ceiling above the rack. This is to allow for future re-termination or repair.

- M. All cabling shall be placed with regard to the environment, EMI/RFI interference, and its effect on communication signal transmission.
- N. Non-conductive fiber optic cable is immune from EMI/RFI interference. Give priority when selecting a route to minimize exposure to possible cable damage from maintenance or service of all systems in the attic space.
- O. Do not route any data cable within two feet of any light fixture, HVAC unit, service access area, electric panel, or any device containing a motor or transformer.
- P. Communication cable will not be installed in the same conduit, raceway, tray, duct, or track with line voltage electrical cable without a metallic barrier meeting NEC requirements.
- Q. Maximum cable pulling tension should not exceed 25 pound-force (110 N) or the manufactures recommendation, whichever is less.
- R. Any pulling compounds utilized must be approved by the cable manufacturer and shall not degrade the strength or electrical characteristics of the cable.
- S. No terminations or splices shall be installed in or above ceilings, other than in designated end point housings.
- T. Cable bends shall not be tighter that the manufacturers' suggested bend radius.
- U. Mount all equipment firmly in place. Route cable in a professional, neat, and orderly installation.
- V. Provide for adequate ventilation to all equipment racks and take precautions to prevent electromagnetic or electrostatic hum.

### **B.9.2 UTP Cable Termination Practices**

- A. Insulation Displacement Contact (IDC) connectors shall be used and installed per the manufactures' recommendations.
- B. Strip back only as much cable jacket as required to terminate.
- C. Preserve wire-pair twists as closely as possible to point of termination (0.5" maximum) to keep signal impairment to a minimum.
- D. Avoid twisting cable jacket during installation.
- E. Take care to ensure all data UTP wiring devices are designed for T568B wiring, T568A devices use a different pair assignment and should not be mixed.

### **B.9.3 Optical Fiber Cable Installation and Termination Practices**

- A. The following fiber optic connector installation methods are acceptable; fusion splice connection of factory-made pigtail connectors, epoxy/polish style connectors, or non-epoxy compression cam gel style connectors. In each case, the connector manufactures' instructions shall be followed and the recommended tools and supplies, including break out kits when

required, shall be used for termination and testing. All Fiber strands to be terminated including future use pairs.

- B. As per industry standard - IEC 61300-3-35 during optical fiber connector termination, certify, all terminations with a 200-power microscope (minimum). Follow all of the connector manufacturers' recommendations. Unacceptable flaws in the termination's will include, but not be limited to, scratches, full or partial cracks, bubbles, pits, or residual dirt, dust, oil, moisture, grinding or sanding debris in the connector. The acceptable final inspection shall show a connector tip that is properly aligned and free of imperfections in 100% of the core and 80% of the cladding. Any connectors that fail testing shall be inspected and re-tested after rework.
- C. During installation of optical fiber cable, do not allow pulling tension to exceed cable manufacturers' specification for the cable being installed. Only the strength member of the cable shall be subjected to the pulling tension.
- D. Clean all optical fiber connector tips prior to inserting them into mating receptacles or bulkheads and re-install dust covers. Clean the tester launch cord prior to each insertion, as well.

#### **B.9.4 UTP Cables and Link Testing**

- A. Acceptance Testing: Test each conductor of every cable on the reel to verify length and continuity. Cables that have been damaged in transit must be replaced. Installed cable that proves to be defective will be replaced at the vendor/contractor's expense.
- B. Final Testing: All UTP cabling will be certified to meet and or exceed the specifications as set forth for Permanent Link Testing of all Power over Ethernet electrical parameters including alien crosstalk performance. Mechanical requirement testing and test methods shall meet ANSI/CEA S-90-661 or ANSI/CEA S-102-732. Certified cable channel performance shall meet or exceed the requirements of ANSI/TIA-568, ANSI/TIA-1152-A, and ISO/IEC 11801 Standards for Structured Telecommunications Cabling Installations in a configuration up to 100 meters at swept frequencies of:
  - 1. 1 to 250 MHz Level III Class E for Category 6
  - 2. 1 to 500 MHz Level III Class EA for Category 6A.
- C. Test alien crosstalk (near-end and far-end loss) for a cabling system using a network analyzer with 100- $\Omega$  pair terminations as follows;
  - 1. The test device consists of two jacks; one jack is connected to a main test unit and the other to a remote test unit; the main test unit and the remote test unit are connected with a field tester communication channel (patch cord or link);
  - 2. Six-around-one cable-bundle configuration throughout the tested length;
  - 3. Cable ties placed 12 inches apart for the entire length of the bundle, except the last 3.2 feet from each end; no cable-tie-induced deformation of the bundle;

4. Modeling four-connector channel configurations using the worst-case maximum and minimum configurations to determine the worst-case for different parameters;
  5. Long channels with 90 meters of permanent link, 5 meters between the consolidation point and the telecommunications outlet, 10 meters of patch cords used to connect active equipment and cross-connect panels;
  6. Measurement of alien crosstalk (near-end and far-end loss) between all pairs of the middle disturbed cable and each pair of all adjacent cables;
  7. Measurement of power sum of all 24 adjacent pair cables.
- D. The cable tester shall be ETL verified to IEC Level V accuracy or approved equal with the latest version of firmware and shall produce an electronic or printed report, noting label information, for each cable run. These reports are to be included in the close-out documentation. Testing shall be conducted with a Fluke DSX-5000 with OLTS and OTDR functions, or approved equal, permanent link adapters, high-performance channel adapters, termination plugs, 8-pin modular couplers and analysis software. Certifications shall include the following parameters for each pair of each cable installed:
1. Characteristic Impedance  $100 \Omega \pm 15\%$
  2. Wire map (pin to pin and ground connectivity)
  3. Cable Length Permanent Link Test, station (horizontal) cable from patch panel to jack, should not exceed 295 feet (Channel length not to exceed 328 feet)
  4. DC Loop Resistance
  5. DC Resistance Unbalanced (Difference in DC Resistance between conductors of the same pair)
  6. DC Resistance Unbalanced (Difference in DC Resistance between conductors between pairs)
  7. Return Loss
  8. Insertion Loss
  9. Near End Crosstalk Loss (NEXT)
  10. Power Sum Near End Crosstalk Loss (PSNEXT)
  11. Far End Crosstalk Loss (FEXT)
  12. Attenuation Crosstalk Ratio Far End (ACRF)
  13. Power Sum Attenuation Crosstalk Ratio Far End (PSACRF)
  14. Transverse Conversion Loss (TCL)
  15. Equal Level Transverse Conversion Transfer Loss (ELTCTL)

16. Coupling Attenuation
17. Propagation Delay
18. Propagation Delay Skew
19. Power Sum Alien Near-End Crosstalk Loss (PSANEXT)
20. Average Power Sum Alien Near End Crosstalk Loss (Average PSANEXT)
21. Power Sum Alien Far-End Crosstalk Loss (PSAFEXT)
22. Power Sum Alien Attenuation to Crosstalk Ratio Far-End (PSAACRF)

### **B.9.5 Optical Fiber Testing**

- A. Acceptance Testing: Test each strand of every optical fiber cable on the reel with an OTDR, to verify length and continuity. Fiber cables that have been damaged in transit must be replaced. Installed fiber cable that proves to be defective will be replaced at the vendor/contractor's expense.
- B. Final Testing: After termination, each individual fiber of each cable segment shall be tested bi- directionally using an OTDR, both to determine the installed length and continuity. All individual fibers of each cable segment will be tested using a power meter to determine the actual loss. These readings will be taken at the 850 nm and 1300 nm windows for Multi-mode and 1310 nm and 1550 nm windows for single-mode. Testing will be in both directions. The final readings shall be listed in the certification report. These readings must not be higher than the "Optimal Attenuation Loss." The OAL will be calculated using the manufacturers' factory certified test results, (dB/Km) converted to the actual installed lengths plus the manufacturers' best published attenuation losses for the connector and/or splice installed on this project. (0.20 for Connectors and 0.10 for splices.) The OAL shall be used for comparison with the end to end power loss test results prior to acceptance by the construction manager.
- C. Fiber optic cable shall be subjected to bi-directional testing meeting ANSI/TIA-568 requirements. The cable tester shall produce a printed report, noting label information, for each cable run. These reports are to be included in the close-out documentation.

## Section 2: BOM Attachments

1. 24-25 New Construction Phase 1 BOM
2. 24-25 Refresh- Central Texas BOM
3. 24-25 Refresh- Mid-RGV Texas BOM
4. 24-25 Refresh- Upper-RGV Texas BOM

## PART III – PROPOSAL SUBMISSION AND REQUIREMENTS

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### 1) Proposal Submission (Faxed or emailed Proposals will not be accepted).

Proposals may be submitted using the Tyler Munis Self Service website, Public Purchase or by sending a hard copy to:

El Paso Academy  
Attn. Sarahi Gross, Executive Director  
11000 Argal Ct.  
El Paso, TX 79935

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

- a) One (1) clearly identified hard copy **ORIGINAL of the Proposal**.
- b) One (1) copy of the Proposal on **FLASH DRIVES, marked with Respondent's name**.

### 2) General Requirements

Vendors providing proposals must provide documentation of their capability, qualifications, certifications, financial stability, and experience in providing the goods and services requested in this RFP. They must provide all documentation requested by RFP. Any proposal or bid that does not include all required documentation will automatically be excluded.

#### 2.1 Bid Process

- a) This is a **NEGOTIATED** procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying EPA's requirements, price and other factors. Final decision is subject to Board approval.

#### 2.2 Technical Experience

- a) The Vendor should be certified to install, certify, and warranty a Structured Cabling Solution. The solution could incorporate Cat copper cabling, and both multimode and single mode fiber optic cabling, as necessary. All cabling must be plenum rated. Manufacturer certifications for the proposed equipment should be attached to the proposal.

b) The Vendor should have staff with experience installing, configuring and maintaining "eligible" network electronics. This could include switches, routers, servers, firewalls, phone KSU, etc.

Staff certifications should include A+, Network +, CCNA. Attach a copy of certifications with the proposal as well as manufacturer certifications for any equipment proposed should be included.

c) Vendor will be required to provide a Project Manager as a single point of contact for the overall project. Vendor shall provide a list of the staff members that will be working on the project, along with their experience, qualifications, and certifications.

### **2.3 Vendor References**

a) Vendor shall provide a listing of at least three (3) projects of a similar size, cost, and technical expertise, completed within the last two years. This reference list should include the customer's name, contact name, address daytime telephone number, and a brief description of the completed project.

### **3) General Conditions**

#### **Preparation of Bids**

a) Before submitting a proposal, each Vendor is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the Vendor's risk and will not bar the Vendor's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each Vendor must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.

b) It is the total responsibility of the Vendor to return the bid to the place called for, by the deadline. No bid or modifications received after the time specified in this Invitation to bid will be considered for award.

c) Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.

d) All bids shall be signed in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents may cause rejection of the bid.

e) Unless otherwise requested by the District, all items supplied pursuant to this bid shall be new and unused.

#### **Prices**

a) All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered

b) Bid responses must include any and all charges, excluding Change Request(s). El Paso Academy will not allow any charges which fall outside the awarded vendor's submitted proposal with the exception of approved Change Request(s)..

#### **Addenda and Change Orders**

a) All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.

b) If any Vendor finds discrepancies in, or omissions from, the bid documents, he/she may submit a written or faxed request for clarification or correction thereof. A copy of the request for clarification and the response thereto will be faxed to all Vendors at the fax number given by the Vendor when the Vendor picked up the RFP.

#### **Renewal of Ongoing Service**

a) The DISTRICT reserves the right to renew ongoing service for telecommunications and wireless service for up to five (5) years following the initial agreement. Such renewal shall be in writing, and subject to availability of funds in subsequent years.

#### **Actual Conditions**

a) Vendor shall be responsible for examining actual site(s) and certifying all measurements, specifications, and conditions affecting the work to be performed at the site(s).

b) By submitting a bid, Vendor warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.

c) No claim for allowance of time or money will be allowed as to such matters for any undiscovered conditions on the site(s).

#### **Delivery / Risk of Loss or Damage**

a) The Vendor is required to absorb all delivery costs. The DISTRICT shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).

b) The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.

c) The Vendor agrees to assume all risk of loss or damage until the project is accepted by the DISTRICT.

#### **Taxes**

a) State and local taxes and all other applicable taxes are to be included in bids.

## **Liabilities**

- a) The Vendor shall be required to agree to save, defend, hold harmless, and indemnify the DISTRICT against any and all liability, claims, and costs of whatsoever kind and nature for injury to, or death of, any person or persons, and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.
- b) The Vendor shall be required to agree to hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at the Vendor's expense, any and all actions brought against the DISTRICT or himself because of unauthorized use of such articles.

## **Default by the Vendor**

- a) In case of default by Vendor, the El Paso Academy may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due, to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to El Paso Academy. Prices paid by the El Paso Academy shall be considered the prevailing market price at the time such purchase is made.
- b) Default by the Vendor may be sufficient cause to remove Vendor from the approved Vendor list for subsequent bids.
- c) Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent of the DISTRICT.

## **Attorney Fees / Legal Forum**

- a) In the event that a suit or action is brought by either party to the contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such attorney fees as the court may adjudge reasonable.
- b) The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction.

## **Assignment of Contract**

- a) The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

## **Warranty**

- a) In addition to all warranties which may be prescribed by law, all item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.
- b) The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the "District", they will be free from defects in design.
- c) Such warranties for any equipment provided, including warranties prescribed by law, shall run to "District", its successors, assigns, and customers, and to users of the items, for a period of one (1) year, after delivery, or such longer period as may be prescribed by law or by additional agreement.
- d) The "District" wants to secure a cabling infrastructure capable of supporting Technology for several years. Vendors must be certified by the Manufacturer and able to provide a twenty (20) year cabling warranty.

## **Award Criteria**

- a) The "District" plans to accept the proposal / bid that is the best value for the school district. In making that determination, it will consider the following criteria. The "District" does not purchase solely on the basis of low bid, however, pricing will be the heaviest weighted criteria considered.

## **Award of Bid**

- a) The "District" will award bids to the highest responsive and responsible Vendor(s). The "District" reserves the right: (1). to award bids received on the basis of the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the "District", price and other factors listed above.
- b) The "District" may contract with an acceptable party who is one of the three (3) lowest responsible Vendors for the procurement, maintenance, or both, of electronic data processing systems and supporting software in any manner the "District" deems appropriate.
- c) A Purchase Order or written notice of award mailed, or otherwise delivered, to the Vendor within the time specified shall create a binding contract without further action by either party.

## **OSHA Compliance / Material Safety Data Sheets**

- a) The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of Texas, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

## **Withdrawal of Bid**

- a) Any Vendor may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

## **Inspection / Acceptance**

- a) All items provided under this bid shall be subject to inspection and test by the "District". All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the Texas Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the "District".
- b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the "District" shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the "District", corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- c) If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the "District" either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the "District" thereby; or (2) may terminate the contract for default as provided in the clause of the contract entitled "Default"
- d) Unless the Vendor corrects or replaces such supplies within the delivery schedule, the "District" may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
- e) Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

## **Permits and Licenses**

- a) In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.
- b) All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

## **Invoices and Payments**

- a) Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the "District". All invoices and packing lists must reference the "District" Purchase Order number.
- b) Terms are net 30 days for the portion to be paid by the District following acceptance and satisfactory operation of network equipment and services.

## **Final Conditions**

- a) The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information. If the bid is

transmitted or received via computer or electronic media, Vendor warrants that the bid submitted is a verbatim copy of hard copy bid on file.

b) Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of the contract.

c) Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

d) The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

**Additional Required Forms**

a) Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.

**Additional Documentation (Optional)**

a) Additional documents may be submitted in instances where additional documentation is needed and not already captured.

## PART IV – EVALUATION CRITERIA

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In accordance with El Paso Academy policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s)/Contractor(s) whose Proposal(s) is/are determined, after evaluation by EPA, to be the best value to EPA. To qualify for evaluation, a Proposal must be submitted on time and must materially satisfy all mandatory requirements of this RFP.

### 1) Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced Proposal. Award will be made to the Vendor/Contractor submitting the best responsive Proposal satisfying EPA's requirements, price, and other factors. If one Vendor/Contractor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors/Contractors.

Proposals will be evaluated on criteria deemed to be in EPA's best interest, as reflected in the evaluation rubric below. An evaluation committee will review and evaluate all Proposals based on the factors detailed herein. The committee evaluating the Proposals submitted may require any or all Vendors/Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors/Contractors may be requested to revise any or all portions of its Proposal. EPA's Board will make the final decision on whether and to whom a contract is to be awarded.

Proposals will be scored according to the following rubric:

<i>% Weight</i>	<i>Evaluation Criteria</i>
25%	Calculation of the lowest price received
15%	Turn-Key Delivery Services- Initial stage, planning, execution, performance monitoring and the closure or the concluding stage
15%	In-State Vendor / In-Region Offices-Service Provider has locations in the State; Service Provider has locations in the region(s)
15%	Prior experience- Service Provider has positive experience with District or similar K-12 schools
15%	Personnel Qualifications of Service Provider has appropriate certifications for equipment manufacturer specified
15%	Project Management Capabilities-Service Provider will have a dedicated Project Manager with strong Project Management Capabilities
<b>100%</b>	<b>Total Possible Score</b>

## **PART V – GENERAL TERMS AND CONDITIONS**

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**Assignment:** This Agreement may not be assigned by either party without the prior written consent of both El Paso Academy and Vendor/Contractor. Any attempted assignment of this Agreement by Vendor/Contractor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor/Contractor without the prior written approval of EPA. Vendor/Contractor is required to notify EPA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**Compliance with Applicable Law:** To the extent applicable, Vendor/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor/Contractor shall also fully comply with the policies of EPA’s Board.

**Conflict of Interest:** In accordance with section 176.006 of the Texas Local Government Code, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with EPA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict>. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state “related party” law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for EPA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action EPA determines to be in the best interest of EPA.

**Contractual Relationship:** Nothing herein shall be construed as creating the relationship of employer or employee between EPA and the Vendor/Contractor or between EPA and the Vendor’s/Contractor’s employees. EPA shall not be subject to any obligation or liabilities of the Vendor/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor/Contractor nor its employees shall be entitled to any of the benefits established for EPA employees, nor be covered by EPA’s Workers’ Compensation Program.

**Confidentiality- Name or Information Use:** Vendor/Contractor, and any person acting on its behalf or affiliated with the Vendor/Contractor, shall not use EPA’s name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of EPA. Written authorization may be refused or granted at EPA’s sole discretion.

**Debarment and Suspension:** Neither Vendor/Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689— Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended,

they must provide immediate notice to EPA and EPA may thereafter suspend or terminate the Agreement as it deems appropriate.

**Delivery of Goods/Items:** When the contract is for goods, Vendor/Contractor shall deliver complete orders, unless previously informed to and accepted by EPA. Any deliveries not made in full are subject to a delay of payment by EPA. Items shipped to the incorrect location by the Vendor/Contractor will be the responsibility of the Vendor/Contractor to correct. The Vendor/Contractor will be required to cover shipping charges to ship the items to the correct location. EPA will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment. Shipments must include PO # and PMO contact name.

**Enforcement:** If the Agreement is for services, it is acknowledged and agreed that Vendor's/Contractor's services to EPA are unique, which gives Vendor/Contractor a peculiar value to EPA and for the loss of which EPA cannot be reasonably or adequately compensated in damages. Accordingly, Vendor/Contractor acknowledges and agrees that a breach by Vendor/Contractor of the provisions hereof will cause EPA irreparable injury and damage. Vendor/Contractor therefore expressly agrees that EPA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if EPA is not in breach of this Agreement.

**Entire Agreement:** The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from EPA) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements between the parties concerning the subject matter described herein or in the Agreement.

**Equal Opportunity:** Vendor/Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**Execution:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

**Formation and Good Standing:** Vendor/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the Agreement.

**General Warranty:** Vendor/Contractor represents and warrants to EPA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or

services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

**Gratuities:** EPA may, by written notice to Vendor/Contractor, cancel this Agreement without liability to EPA if it is determined by EPA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor/Contractor (or any agent or representative of Vendor/Contractor) to any director, officer or employee of EPA (or to any family member of an EPA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to EPA. In the event this Agreement is cancelled by EPA pursuant to this section, EPA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor/Contractor in providing such impermissible gratuities.

**Indemnification:** VENDOR/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS EPA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "EPA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY EPA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

**Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor/Contractor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to EPA. See Attachment contained herein.

**Inspection:** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after EPA first use of the goods and/or services, EPA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by EPA to the Vendor/Contractor. Goods or services which, in the sole opinion of EPA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services

are considered non-conforming, EPA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services. EPA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

**Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Contract, the definition contained in the Code is to control.

**Law of State to Govern:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with EPA's defense of any suit against and/or EPA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which EPA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, EPA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

**Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF EPA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON EPA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON EPA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**Modifications:** The contract may only be modified, altered, or changed by a written agreement signed by both EPA and Vendor/Contractor and their duly authorized agents.

**No Arbitration:** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Texas sitting in El Paso County, Texas.

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to EPA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by EPA's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot

the necessary funds, or the Board fails to allocate the necessary funds at the end of EPA's fiscal year, then EPA will issue written notice to Vendor/Contractor and EPA may terminate this Agreement without further duty or obligation hereunder.

**No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR/CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO EPA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO EPA UNDER APPLICABLE LAW.

**Payment Terms:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by EPA, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- a) Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by EPA to the Vendor/Contractor and/or the Agreement.
- b) Includes an invoice number and date.
- c) Is addressed to El Paso Academy, Inc., including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
- d) References the purchase order number issued.
- e) Delineates in sufficient detail the goods and/or services provided to EPA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by EPA.

**Prices:** EPA accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

**Product Recall:** Vendor/Contractor shall notify EPA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**Purchase Order Required:** Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an EPA approved purchase order.

**Record Keeping:** It is the responsibility of Vendor/Contractor to maintain such records as are required by law, EPA, or as are prescribed by the professional and generally accepted standards of the Texas Education

Agency. The books and records related to the contract shall be maintained by Vendor/Contractor, and EPA shall have the right to inspect and review such records at reasonable times upon request by EPA.

**Rights to Inventions Made Under a Contract or Agreement:** The Vendor/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and EPA belongs to EPA as work-for-hire and all rights are reserved by EPA and/or the federal government in accordance with applicable federal law.

**Severability:** In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

**Tax Exempt:** EPA is tax-exempt. Vendor/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. EPA will provide a tax exemption certificate to Vendor/Contractor upon request.

**Termination:** EPA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of EPA, for convenience.

**Texas Public Information Act:** Vendor/Contractor acknowledges that EPA is a public school subject to requests for information under the Texas Public Information Act (“TPIA”), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law, and certain commercial information and trade secrets. The Texas Attorney General’s office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires EPA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

**Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of EPA’s designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an EPA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this Agreement immediately and shall not again provide services to EPA except upon consent of EPA’s representative(s).

## **PART VI – GENERAL INFORMATION & SUPPLEMENTAL TERMS AND CONDITIONS**

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### **General Information**

- a) Notice is hereby given that the El Paso Academy ("District") will accept bid proposals from qualified Vendors for computer network infrastructure, equipment, labor and materials for internal Internet connections
- b) Bids must be returned on or before the bid deadline.
- c) A thirty (30) day written notice will be given to the Vendor in the event of cancellation of this RFP process by the "District". The "District" shall not be responsible for any costs, penalty, or removal charges as a result of this cancellation.
- d) It is the total responsibility of the Vendor to return bids to the "District" by the required date, time, and place.
- e) The "District" reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the "District".
- f) While you are allowed to submit "value engineering" alternates, please be certain to adhere to the specifications. The base bid must follow the specifications exactly. No deviations will be allowed. All deviations in your Alternate Response shall be clearly delineated and should be proposed as alternates.
- g) The "District" will consider proposals for equipment or materials that are "approved equal" to the makes and models contained in this RFP. To be considered, bidders are required to provide supporting documentation that demonstrates how each substituted piece of equipment meets or exceeds the performance specifications of the equipment District is seeking.

### **SUPPLEMENTAL TERMS & CONDITIONS**

**Confidential and/or Proprietary Information:** Vendor/Contractor acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to EPA. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

- a) Information relating to EPA's financial, regulatory, personnel, or operational matters.
- b) Information relating to EPA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of EPA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from EPA or its agents.

f) The term “Confidential Information” does not include the following:

- i. Information available to the public through no wrongful act of the receiving party.
- ii. Information that has been published.
- iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor/Contractor agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of EPA to any person or entity for any purpose whatsoever without the prior written consent of EPA, unless and except as otherwise required by applicable federal or state law or court order.

Vendor/Contractor agrees to release to EPA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

**Identity Theft Protection:** If Vendor/Contractor will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

a) Vendor/Contractor agrees to maintain the confidentiality of “personal identifying information” and “sensitive personal information,” as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor/Contractor agrees that “personal identifying information” and “sensitive personal information” will be collected only as necessary and in conjunction with this Agreement and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor/Contractor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, “personal identifying information” and “sensitive personal information” will be disposed of through secure means, such as shredding paper files and erasing electronic files.

b) Vendor/Contractor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not “personal identifying information” or “sensitive personal information”; (iii) that is obtained by Vendor/Contractor from third parties without restrictions on disclosure and is not obviously “personal identifying information” or “sensitive personal information”; or (iv) is required to be disclosed by order of a court or other governmental entity.

c) Vendor/Contractor stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by EPA under this Agreement.

d) If Vendor/Contractor becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Vendor/Contractor shall immediately notify EPA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor/Contractor shall proceed with

notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at EPA's sole discretion, result in EPA's immediately terminating this Agreement without financial penalty.

**Payment and Performance Bonds:** If required pursuant to Texas Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order, the Vendor/Contractor shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor/Contractor. Vendor should Identify any new construction, permits, and easements that will be required. Vendor approach and timing for receiving the permits and easements should be outlined. If awarded the project, this timing and plan should be followed, or the agreement will be violated.

**Privacy of Employee or Student Data:** When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply and Vendor/Contractor will enter into a Data Sharing Agreement provided by EPA:

a) General Guidelines. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by EPA, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g. EPA has determined that Vendor/Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of EPA's students who receive the services, and that Vendor/Contractor is the agent of EPA solely for the purpose of providing services under this Agreement. Vendor/Contractor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor's/Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

b) Definition of "Student Data": "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes, but is not limited to, student data, metadata, and user content.

c) Collection and Use of Student Data: Vendor/Contractor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor/Contractor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor/Contractor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

d) If Vendor/Contractor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.

e) Data De-Identification: Vendor/Contractor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor/Contractor agrees not to attempt to re-identify de-identified Student or

Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.

f) Marketing and Advertising: Vendor/Contractor will not use any Student Data to advertise or market to students or their parents.

g) Modification of Terms of Service: Vendor/Contractor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from EPA.

h) Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of EPA, except as required by law.

i) Access and Transfer or Destruction: Any Student or Employee Data held by Vendor/Contractor will be made available to EPA upon request by EPA. Vendor/Contractor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor/Contractor may have transferred Student or Employee Data are destroyed or transferred to EPA when the Student or Employee Data is no longer needed for its specified purpose, at the request of EPA.

j) Rights and License In and To Student or Employee Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of EPA, and that Vendor/Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor/Contractor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

k) Security Controls: Vendor/Contractor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor/Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor/Contractor will also have a written incident response plan, to include prompt notification of EPA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor/Contractor agrees to share its incident response plan upon request.

## **PART VII – REQUIRED ATTACHMENTS**

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The attachments listed below are required and should be included with the Proposal.

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor/Contractor Information
3. Attachment C – Vendor/Contractor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Non-Collusion Statement
7. Attachment G – EPA Conflict of Interest Form
8. Attachment H – Conflict of Interest Form CIQ
9. Attachment I – Child Support Certification
10. Attachment J – Equal Opportunity and Nondiscrimination
11. Attachment K – Felony Conviction Disclosure Statement
12. Attachment L – Certification Regarding Lobbying
13. Attachment M – Criminal History Review of Vendor/Contractor Employees and Certification
14. Attachment N – Reference Sheet
15. Attachment O – Recent and Ongoing Projects
16. Attachment P – Deviations and Exceptions
17. Attachment Q – Litigation, Terminations, Claims
18. Attachment R – Proposed Pricing
23. E1- Form Proposal Signature Page – Form A

In addition to these Attachments listed above please be sure to include supporting documentation for the following:

1. B.3.1 Cabling Manufacturers Certifications
2. B.3.2 Staff Certifications
3. B.3.3 Staff List (Including experience, qualifications, and certifications)

# EL PASO ACADEMY, INC.



CONTRACT AND PROCUREMENT

<p><b>Request for Proposals</b> <b>Structured Network Cabling – RFP 2026-301</b></p>
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Submitted By:

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(Full Legal Name of Vendor/Contractor)

On:

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(Date of Proposal Submission)

**Attachment B – Vendor/Contractor Information**

Vendor/Contractor Information:

- 1. Vendor/Contractor Legal Name: \_\_\_\_\_
- 2. Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_
- 3. Employer Identification Number: \_\_\_\_\_
- 4. Street Address: \_\_\_\_\_
- 5. City, State, and Zip Code: \_\_\_\_\_

Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor/Contractor.

- Name: \_\_\_\_\_
- Name: \_\_\_\_\_
- Name: \_\_\_\_\_
- Name: \_\_\_\_\_

**Attachment C – Vendor/Contractor Certification and Signature Page**

I, the undersigned authorized representative of Respondent, submit this Proposal and have read the specifications, which are a part of this RFP. My signature certifies that I am authorized to submit this Proposal, sign as a representative for Respondent, and carry out the services solicited in this RFP.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title/Role of Authorized Representative: \_\_\_\_\_

Vendor/Contractor Legal Name: \_\_\_\_\_

Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

## **Attachment D – Proof of Insurance and/or Bonding**

Please provide proof of insurance and/or bonding as detailed in RFP specifications.

The Vendor shall be required to agree to maintain insurance adequate for protection from claims under Worker's Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract. A Certificate of Insurance shall accompany the bid submission. Insurance requirements are as follows:

### **Commercial General Liability**

- General Aggregate 2,000,000
- Products/completed operations aggregate 2,000,000
- Personal and advertising injury 1,000,000
- Each occurrence 1,000,000
- Fire Damage 300,000
- Medical Expense 10,000

### **Commercial Automobile Liability Insurance**

- Bodily injury (per accident) 1,000,000

### **Worker's Compensation Coverage**

- Each accident 1,000,000
- Disease – Policy Limit 1,000,000
- Disease – each employee 1,000,000

A copy of Certificate of Insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWC-83, or TWC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the contractor's / person's work on the project has been completed and accepted by the school district.

The Vendor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

**Attachment E – Certification Regarding Drug-Free Workplace**

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701 and Pursuant to 2 CFR Part 182.

The undersigned Vendor/Contractor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's/Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor's/Contractor's policy statement.
- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to EPA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying EPA within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative Date

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Printed Name and Title of Authorized Representative

**Attachment F – Non-Collusion Statement**

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

---

Legal Vendor/Contractor Name

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Signature of Authorized Representative Date

---

Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to EPA any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Section 15.01.



## **Attachment H – Conflict of Interest Form CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a Vendor/Contractor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the Vendor/Contractor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Vendor/Contractor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A Vendor/Contractor commits an offense if the Vendor/Contractor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their Proposal.

The Conflict of Interest Form CIQ and instructions can be found at the following link:

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



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## Attachment I – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Proposal. The child support certification form can be found at:

<https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>.



Form 1903  
May 2017-E

### Child Support Certification

#### Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support; and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

#### Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:
Name:	SSN:
Name:	SSN:
Name:	SSN:

#### Section 3

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

**Attachment J – Equal Opportunity and Nondiscrimination**

Vendor/Contractor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

**EEO Laws, Rules, Guidelines, Regulations**

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices.

Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

\_\_\_\_\_  
Legal Vendor/Contractor Name

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Attachment K – Felony Conviction Disclosure Statement**

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Vendor/Contractor, “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Additionally, in accordance with this state law, “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required [...] or misrepresented the conduct resulting in the conviction.” In this event, “The district must compensate the person or business entity for services performed before the termination of the contract.” Section 44.034 “does not apply to a publicly held corporation.”

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

VENDOR/CONTRACTOR NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT): \_\_\_\_\_

Vendor/Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable.

Vendor/Contractor is not owned or operated by anyone who has been convicted of a felony.

Vendor/Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): \_\_\_\_\_

General description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

Name of Individual: \_\_\_\_\_

General description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**Attachment L – Certification Regarding Lobbying**

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

The undersigned certifies, to the best of his or her knowledge and belief, 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 office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of EPA in connection with the awarding of 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, an employee of a Member of Congress, or any Board Member, officer, or employee of EPA 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 awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

Date

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Printed Name and Title of Authorized Representative

## **Attachment M – Criminal History Review of Vendor/Contractor Employees**

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a Vendor/Contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. El Paso Academy (the “School”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:

- a. Crimes involving moral turpitude;
- b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
- c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
- d. Crimes involving school property or funds;
- e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
- g. Felonies involving driving while intoxicated.

2. A felony offense under Title 5, Penal Code.

3. An offense on conviction of which a defendant is required to register as a sex offender.

4. An offense under the laws of another state or federal law that is approved equal to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.

5. Any other offense that the School believes might compromise the safety of students, staff, or property.

All Vendors/Contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.





3.

---

Customer/Client School or Organization/Entity Name

---

Street Address

City

State

Zip

---

Contact Person

Phone Number

Email Address

---

Project Scope

---

Dates of Contract

4.

---

Customer/Client School or Organization/Entity Name

---

Street Address

City

State

Zip

---

Contact Person

Phone Number

Email Address

---

Project Scope

---

Dates of Contract

**Attachment O – Recent and Ongoing Projects**

Respondent shall list any projects completed in the past three years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto.

1.

---

Customer/Client School or Organization/Entity Name

---

Contact Person

Phone Number

Email Address

Brief Project Scope: \_\_\_\_\_

2.

---

Customer/Client School or Organization/Entity Name

---

Contact Person

Phone Number

Email Address

Brief Project Scope: \_\_\_\_\_

3.

---

Customer/Client School or Organization/Entity Name

---

Contact Person

Phone Number

Email Address

Brief Project Scope: \_\_\_\_\_



**Attachment Q – Litigation, Terminations, Claims**

Respondent shall list any project completed in the past five years where litigation was filed by a Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent’s insurance by Customer/Client or Organization/Entity.

1.

\_\_\_\_\_

Customer/Client School or Organization/Entity Name

\_\_\_\_\_

Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.

\_\_\_\_\_

Customer/Client School or Organization/Entity Name

\_\_\_\_\_

Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.

\_\_\_\_\_

Customer/Client School or Organization/Entity Name

\_\_\_\_\_

Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Attachment R – Proposed Pricing**

Respondent shall provide pricing / price schedule referencing: “ATTACHMENT “R” in its submitted Proposal.

### **Attachment S – Respondent’s W-9**

The W-9 is an official form furnished by the IRS for employers or other entities to verify the name, address, and tax identification number of an individual receiving income. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Form A: Proposal Signature Page**

Bid Name: Structured Network Cabling			
Bid Number: RFP 2026-301			
The undersigned authorized representative of the bidding company indicated below hereby acknowledges:			
<ol style="list-style-type: none"><li>1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and</li><li>2. That he/she has carefully examined this Request for Proposal, the accompanying RFP Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this RFP.</li><li>3. That he/she proposes to supply any products or services submitted under this Request for Proposal at the prices quoted and in strict compliance with the General Terms and Conditions, and Specifications associated with this RFP.</li><li>4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this RFP</li></ol>			
Name of Bidding Company		Authorized Signature	Date
Printed Name of Authorized Representative		Title	
Address	City	State	Zip
Phone		Form A	

**FLOOR PLANS INCLUDED IN SEPARATE DOCUMENT**