

# Education Service Center Region 12

## Request for Proposal for IT Security Services

Education Service Center Region 12 (hereafter, ESC Region 12) is soliciting proposals for IT Security Services as per the specifications stated in this solicitation document. Proposals shall be submitted via email. If the proponent wishes to send a hard copy of the proposal, it should be in an envelope marked on the outside with the bidder's name, address, and proposal number (RFP#20231117-ITSecurityServices) to:

ESC Region 12  
IT Security Services  
RFP#20231117-ITSecurityServices  
Attention: Ed Newman  
2101 West Loop 340  
Waco, TX 76712

**Receipt Deadline:** ESC Region 12 will not accept any proposals after 2:00 PM, December 19, 2023. ESC Region 12 is not responsible for delayed email delivery or SPAM filters stopping the delivery of proposals. Proposals received after the published time and date will be considered untimely and will not be considered. Bids may be reviewed after December 20, 2023.

**Delivery Method:** Responders should submit their proposals via email to [kpowers@esc12.net](mailto:kpowers@esc12.net) and carbon copy (CC:) [ed.newman@esc12.net](mailto:ed.newman@esc12.net). The email subject should be: RFP#20231117-ITSecurityServices-%VendorName%. **NOTE:** %VendorName% should be replaced with the name of the submitting vendor.

**Proposal Number and Format:** Responders must submit the proposal in PDF format. This includes the pricing spreadsheet, which should be a separate file and not merged with other documents. ZIP files should not be sent as our email system does not allow .zip files. If the document(s) are larger than can be emailed, then a link to download the file(s) is acceptable.

**Items that must be included in the proposal:** See section 6.0 Vendor Checklist

ESC Region 12's contact for this proposal is Ed Newman ([ed.newman@esc12.net](mailto:ed.newman@esc12.net)). Contact between responders or potential responders and user departments during the request for proposal process or evaluation process is prohibited. Any attempt by a responder or potential responder to contact the departments will result in disqualification.

All questions and responses will be posted at [https://docs.google.com/document/d/e/2PACX-1vSJsEC4Ph8LxOIQ2q50tjVQas4ZUZle94WRonwgKmsRwyOn2ezWhb6valfqBxAly7pM\\_FwH7VTv4P\\_e/pub](https://docs.google.com/document/d/e/2PACX-1vSJsEC4Ph8LxOIQ2q50tjVQas4ZUZle94WRonwgKmsRwyOn2ezWhb6valfqBxAly7pM_FwH7VTv4P_e/pub)

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# 1.0 Overview

## 1.1 About Education Service Center Region 12

**Who We Are:** Education Service Center Region 12 is a nonprofit service organization devoted to supporting educators and school personnel in their efforts to improve student outcomes. We are passionate about helping schools ensure an equitable education for every student and maintain efficient, economical operations.

**What We Do:** Everything we do focuses on helping schools align systems and planning to maximize district efficiency. Our effective, economical programs and services assist schools in three impact areas: educator success, resource development, and community outreach.

For more information about ESC Region 12 visit [https://www.esc12.net/page/about\\_us](https://www.esc12.net/page/about_us).

## 1.2 Education Service Center Region 12's Vision and Mission

### Our Vision

Innovative Solutions. Empowered Learners. Educated Communities.

### Our Mission

We partner with schools and communities to achieve student success.

## 1.3 Current Members

Education Service Center Region 12 spans twelve counties in Central Texas, including seventy-seven school districts and 11 charter schools. There are approximately 202,000 students within ESC Region 12's service area. Visit

[https://www.esc12.net/page/about\\_Schools](https://www.esc12.net/page/about_Schools) for a complete listing of our members.

## 1.4 Objectives of this RFP

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply IT Security Services to ESC Region 12 and its members at the best price possible. The solution should include support for Education Code, Chapter 11, Subchapter D, Section 11.175 School Cybersecurity (<https://statutes.capitol.texas.gov/Docs/ED/htm/Ed.11.htm>) implementation (including Policy Development & Incident Response Handbook), yearly internal assessments, monthly external scans with at minimum quarterly reports of those scans, risk assessments, support of onsite assistance in case of a cybersecurity event (vendor

should be able to be onsite within 4 hours of call), active network monitoring for security threats with email alerts 24x7x365, fixed hourly rates for cybersecurity event responses, and any other tools that may be required to assist us and our members to have a stronger cybersecurity environment.

## **1.5 RFP Process and Timelines**

The RFP process begins with the issuance of this RFP, which will inform potential Proponents of ESC Region 12's objectives and concludes with the selection of the selected proponent, any negotiations with said proponent, and the execution of the agreement with that proponent.

## **1.6 Definitions**

Definitions are defined in the context of an item. If clarification is needed, then the ESC Region 12 contact for this proposal should be contacted as on the cover page.

## **2.0 General Conditions**

### **2.1 Indemnity Hold Harmless**

Vendor shall indemnify, save and hold ESC Region 12, its trustees, employees, agents, architects, consultants, contractors, attorneys, and guests, harmless from and against any and all claims, damages, liabilities, penalties, costs, charges, and expenses (including reasonable legal fees) which may be imposed upon or incurred or asserted against them in connection with the System(s), or any part thereof, and from the acts, errors or omissions of Vendor, its employees, and/or agents.

### **2.2 Costs Associated with the Preparation of the Proposal**

Any costs associated with a Vendor's response to the RFP will be borne by the Vendor. ESC Region 12 will not be liable for any cost incurred by the respondents in preparing proposals for this RFP or negotiations associated with the award of a contract.

### **2.3 RFP Binding Period**

Prices quoted in the Vendor's response for all labor and materials will remain in effect from the contract date to the agreed-upon end date, during which time the Vendor must pass on all price decreases enacted or provided by the manufacturer. In no event shall pricing be allowed to rise above the stated contract prices without an agreed written and signed addendum by both parties.

## **2.4 Omissions**

Omission in the Proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to complete and satisfactorily deliver, operate, and support any and all equipment or services.

## **2.5 Right to Terminate**

ESC Region 12, by written notice to the Vendor, may terminate the Contract, in whole or in part, at any time if the Vendor violates any part of this RFP or contract. Upon receipt of such notice, the Vendor shall take all necessary steps to avoid incurring any additional costs. In the event of termination, the Vendor shall provide all plans, engineering, other drawings, and/or all other materials within ten (10) business days of termination in a form acceptable to ESC Region 12.

## **2.6 Product Suitability**

The Vendor warrants that the materials to be used under the contract will be new and the sale or use of them will not infringe on any United States or foreign letters, patent, trademark, copyright or other proprietary rights, and the Vendor agrees to defend, protect and save harmless ESC Region 12 its employees, agents, successors, assigns, customers, consultants, and users of such items, against all suits at law or in equity, and from all damages and expenses including attorney's fees resulting from claims and demands for actual or alleged infringements of any patent, trademark, copyright or any right by reason of the sale or use of the material covered hereby. ESC Region 12 reserves the right to participate in any such action brought against it at the Vendor's expense.

## **2.7 Payment Terms and Retainage**

As solutions are ordered and installed, ESC Region 12 will pay the Vendor within 90 days of completion of the order, based on inspection and sign-off by ESC Region 12 or its authorized agent.

## **2.8 Transfer of Contract**

The contract shall not be assigned or transferred for any reason (including the sale of vendor/company/entity to another company/entity) without written consent from ESC Region 12.

## **2.9 Amendments and Modifications**

The contract may be amended or modified only in writing, signed by both parties. The modification, amendment, or waiver of part of this contract shall not constitute a waiver of the whole.

## **2.10 Venue**

The contract shall be construed under the laws of the State of Texas, and the venue arising out of this agreement is in McLennan County, Texas, regardless of the place of execution or performance.

## **2.11 Execution of Contracts**

Contracts for purchase will be put into effect by means of purchase order(s) executed by the ESC Region 12 Purchasing Department after each member order has been negotiated, ordered, and installed.

## **2.12 Vendor's Standard of Care**

All work shall be done in a thorough and conscientious manner according to the highest standards of care within the industry and shall be subject to inspection by ESC Region 12, its agents, architects, consultants, and others, and by the proper authorities. It is expressly understood and agreed that such observations and inspections by ESC Region 12, its other contractors, and consultants shall not relieve the Vendor from any responsibility for the proper supervision and execution of the work described in the RFP or agreed to at a later date.

## **2.13 Disclosures**

By signing its Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

By signing its Proposal, a Vendor affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this RFP.

The vendor shall note any and all relationships that might be construed as a conflict of

interest and include such information with the Proposal. The vendor also shall submit with its Proposal a completed Conflict of Interest Questionnaire in compliance with chapter 176 of the Texas Local Government Code. This form can be found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

## **2.14 Fairness of Pricing**

ESC Region 12 shall pay the contract price contained in the winning Vendor's proposal, and the successful Vendor warrants that such price is no higher than the Vendor's current prices on orders by others for products of like kind and specification covered by this agreement for similar quantities under similar or like conditions and method of purchase.

In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others and overpricing refunded to the ESC Region 12 within 30 days or, in the alternative, ESC Region 12 may cancel the contract, which will be issued upon award, without liability to Vendor for breach or Vendor's actual expense.

## **2.15 Compliance with Applicable Laws and Regulations**

The Vendor shall give notices to authorities and shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work. Where such laws, ordinances, rules, and orders are in conflict, the more stringent standards shall apply.

## **2.16 Nondisclosure of Relationship with Owner**

The Vendor will not, in any manner, disclose, advertise, or publish the fact that the Vendor has contracted with ESC Region 12 to provide the work as specified without the express written consent of ESC Region 12. Nor shall the vendor disclose any other information concerning its contract with ESC Region 12 to third parties or its member districts without ESC Region 12's written consent.

## **2.17 Authority of Owner**

Notwithstanding any other provision of the Contract to the contrary, the Vendor, once its activities begin on Site if needed, shall comply with the site rules of ESC Region 12. The Vendor shall direct its personnel and subcontractors to respect and abide by the authority of the ESC Region 12 and the Project Manager on all matters related to the Vendors operation at the Site, including but not limited to:

- Use of Site resources such as elevators and loading docks.
- Connection to and use of utilities.
- Safety issues.

- Trash removal and Site cleanliness.
- Site Security.
- Prohibition of any alcohol, tobacco, and drugs.

## 2.18 Damage Caused by Vendor

The Vendor shall be responsible for any and all damages to portions of the building caused by it, its employees, or subcontractors, including but not limited to:

- Damage to any portion of the building caused by the movement of tools, materials, or equipment.
- Damage to any component, including ceiling tiles, of the construction of spaces in which the Vendor is working.
- Damage to the electrical distribution system and/or other space “turned over” to the Vendor
- Damage to the electrical, mechanical, and/or life safety or other systems caused by inappropriate operation or connections made by the Vendor or other actions of the Vendor.
- Damage to any part of the network infrastructure, including but not limited to switches, routers, printers, servers, computers, and/or access points.
- Other Damage to the materials, tools, and/or equipment of ESC Region 12, its consultants, subcontractors, architects, other contractors, agents, and leases.

## 2.19 Material Supplied Beyond Scope of Work

It shall be the responsibility of the Vendor to provide all materials, equipment, and software necessary to fulfill the requirements described herein. Should materials, equipment, and software in excess of the estimates provided prove to be necessary, they shall be provided at no additional cost to ESC Region 12 and/or its member districts.

## 2.20 Quality Assurance Standards

The Vendor selected from this RFP shall submit a copy of its company quality assurance manual, applicable procedures, and its SOC Report. If the vendor does not have a SOC Report, then supporting documentation must be submitted showing a SOC equivalent security control plan or audit.

## 2.21 House Bill 89 VERIFICATION

By submitting this RFP, the signer on the signature page affirms they are an adult over the age of eighteen (18) years of age, verify that the company submitting and listed in the RPF, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

## **2.22 DMARC Assurance**

The vendor selected from this RFP shall send all emails from a domain that has DMARC configured. DMARC protects emails in transit and helps prevent spoofing and phishing attacks by rejecting messages that don't meet certain standards. The vendor's DMARC record will assist ESC Region 12 in knowing whether the emails from the vendor are legitimate.

## **2.23 Other Terms and Conditions of the Proposal**

The Comptroller of Public Accounts (CPA) requires prospective respondents on any solicitation document to affirm their compliance with particular state laws, federal laws, or CPA rules. Bidder affirmations become part of any solicitation and are binding terms and conditions of any resulting contract or purchase order. Any misrepresentation or false statement that is deemed material by the state is a breach of contract, which shall void or make voidable any solicitation or resulting contract. Such respondents may be removed from the Centralized Master Bidder's List (CMBL) or any other state bid list, in addition to being barred from participating in future contracting opportunities with the State of Texas.

By signing this RFP and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this RFP only to the extent that they do not conflict with the laws of the State of Texas or this RFP and that they do not impose additional requirements on ESC Region 12. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an Agreement with ESC Region 12 as specified herein and that such intent is not contingent upon ESC Region 12's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

### 3.0 Proponent Evaluation Process

The evaluation and selection of a Proponent will happen as part of four-stage process, as following:

- Phase 1 – Mandatory Compliance
- Phase 2 – Pricing
- Phase 3 – ESC Region 12 Partnership
- Phase 4 – Presentations, Demonstrations, Ease of Use & Implementation

The overall scoring will be as follows:

Phase	Points
Phase 1	No points – Pass/Fail only
Phase 2	40 points
Phase 3	35 points
Phase 4	25 points
<b>Total</b>	<b>100 points</b>

### 3.1 Compliant and Innovative Solutions

In addition to submitting a fully conforming proposal that complies with all mandatory requirements, proponents are encouraged to demonstrate innovation through unique abilities, features, functions, or services.

### 3.2 Phase 1 – Mandatory Compliance

All Proposals will be reviewed for completeness and compliance. Subject to the terms of this RFP, any Proposals that do not meet the mandatory requirements, either through failure to meet or omission in any material respect, may be disqualified. Proposals deemed to meet the mandatory response requirements will proceed to Phase 2 evaluation.

The vendor's proposal must include all additional forms, such as those defined in sections 2.13 Disclosures and 2.20 Quality Assurance Standards. Proposals not using the provided spreadsheet for pricing in section 3.3 Phase 2 - Pricing may be disqualified.

### 3.3 Phase 2 – Pricing

ESC Region 12, its members, and other district and charter schools are extremely price-conscious, therefore, price is one of the strongest drivers in selecting a vendor(s). Pricing should be divided for ESC Region 12 Members, K-12 Districts outside the Region, and Non-Profits(including local government), as the goal of this RFP is to allow ESC Region 12 to sell the vendor's products and services to any of the above-mentioned entities.

If the vendor would like to add any products or services to the spreadsheet that would benefit ESC Region 12 Members, K-12 Districts outside the Region, and Non-Profits(including local government), they should be added as a la carte item.

Proponent proposals will be normalized, and proponents will be awarded points based on <X%> of the total evaluation score. The formula used for awarding points for the pricing component of the evaluation will be as follows:

Score = Average of Hourly Rates, Package 1 & Package 2. Hourly Rates, Package 1 & Package 2 will be calculated as ((Lowest ESC12 Members Price of all Proposals / Price of Vendor) x Max Price Score).

All pricing will be good for at least three years. Vendors must use this spreadsheet [https://docs.google.com/spreadsheets/d/1xTc2BD16l4jyn\\_FsXOXeUmyWirTUUIEKA1aex6ncA2o/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1xTc2BD16l4jyn_FsXOXeUmyWirTUUIEKA1aex6ncA2o/edit?usp=sharing) to submit pricing. The Spreadsheet can be downloaded under the File Menu

### 3.4 Phase 3 – ESC Region 12 Partnership

It is important for the proponents to understand that the primary goal of this RFP is to establish at least a three-year partnership with the vendor with the option to renew the partnership for up to three more years to 2030. The partnership's goal is to benefit all parties: the vendor, ESC Region 12, ESC Region 12 members, and other districts and non-profits. Members may include ESC Region 12 Districts/Charters, non-ESC Region 12 districts, and non-profits, including local government. If a vendor does not want ESC Region 12 to resale to one of these entities, the vendor must make it clear in its proposal to ESC Region 12; otherwise, ESC Region 12 may sell to any ESC Region 12 member as defined above.

As a part of this partnership, ESC Region 12 agrees not to sell or promote any other competing services supplied by the vendor during the terms of the RFP without the consent of the vendor, with the exception of products provided for FREE or mandated by TEA. ESC Region 12 will be the sole bill to and pay entity for all its members who agree

to participate in this agreement. The vendor agrees to only sell to districts in ESC Region 12's service area through this RFP at quoted prices unless all parties agree in writing. The vendor also agrees that it will never meet or undercut the price quoted in this RFP with any ESC Region 12 member during the terms of the agreement.

As a partnership, the vendor should understand that ESC Region 12 is not committing to purchasing any services or products until an ESC Region 12 member has committed to purchasing the products and/or services outlined in this RFP.

Points will be awarded based on: Previous relationship with ESC Region 12 = 25pts max, Most perceived benefit to ESC Region 12 = 10 pts max.

### **3.5 Phase 4 – Presentations, Demonstrations, Ease of Use & Implementation**

Phase 4 of the evaluation process will involve interacting with the proponents to enable ESC Region 12 to gain additional understanding regarding their proposals. This may include but is not limited to:

- Presentations from the proponent highlighting the key advantages of its proposal in building a partnership with ESC Region 12 and its members.
- Reference check(s) and interview with former clients of the proponents.
- Interactive demonstrations or onsite evaluations to be conducted by representatives of the proponent, who will work with ESC Region 12's expert users to show how the filter will integrate and work with ESC Region 12 members.
  - Please note that ESC12 may already have had demonstrations of the vendor's proposed solution. In such cases, another evaluation is not needed, and the previous evaluation will be applied to the points.

Points will be awarded based on: Vendor Videos and/or Presentation = 5 pts max, Reference Checks = 5 pts max, Ease of Use = 15 pts max

### **3.6 Final Scoring**

The Final scoring of the Proponent submissions will be based on the combined scores achieved in Phases 2, 3, and 4. The final selection will be made from the overall score and negotiated options and/or benefits to ESC Region 12.

### **3.7 Other Evaluation Considerations**

At any stage during the evaluation process, ESC Region 12 may:

- Request further clarification on any aspect of the proponent's response.
- Request a proponent to supply additional information to support its response.

- Complete a statement of requirements supplementary to this RFP due to matters raised by the evaluation or subsequent reference checks.
- Exclude any proposals that ESC Region 12 determines in its discretion to be incomplete or non-compliant with any mandatory requirements of this RFP.

### 3.8 Timetable

The RFP process timetable is as follows:

Event	Date
RFP Issue Date	11/17/2023
Deadline for Proponent Questions	12/08/2023 by 12:00 PM
All questions and responses will be posted at <a href="https://docs.google.com/document/d/e/2PACX-1vSJsEC4Ph8LxOIQ2q50tjVQas4ZUZl e94WRonwgKmsRwyOn2ezWhb6valfqBxAly7pM_FwH7VTv4P_e/pub">https://docs.google.com/document/d/e/2PACX-1vSJsEC4Ph8LxOIQ2q50tjVQas4ZUZl e94WRonwgKmsRwyOn2ezWhb6valfqBxAly7pM_FwH7VTv4P_e/pub</a>	
Proposal Submission Deadline	12/19/2023 by 2:00 PM
Selection of Selected Proponent & Notification	On or before 01/30/2023

### 3.9 Form of Submission

**Receipt Deadline:** ESC Region 12 will not accept any proposals after 2:00 PM, December 19, 2023. ESC Region 12 is not responsible for delayed email delivery or SPAM filters stopping the delivery of proposals. Proposals received after the published time and date will be considered untimely and will not be considered. Bids may be reviewed after December 20, 2023.

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**Items that must be included in the proposal:** See section 6.0 Vendor Checklist

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proposal process or evaluation process is prohibited. Any attempt by a responder or potential responder to contact the departments will result in disqualification.

## 4.0 Technical Specifications

### 4.1 Project Overview

ESC Region 12 is seeking a partnership with a vendor to provide IT Security Services for ESC Region 12 Members, K-12 Districts outside the Region, and Non-Profits(including local government). The IT Security Services solution should meet the majority, if not all, of the specifications listed below.

It is the goal of ESC Region 12 that all its members will select to purchase their IT Security Services through ESC Region 12 under this contract; however, the vendor needs to fully understand that by bidding on this RFP, ESC Region 12 is not guaranteeing that any member will select the vendor's product or do business with ESC Region 12 nor is ESC Region 12 obligating to pay the vendor any moneys until a contract with a member has been secured.

### 4.2 Description of Existing Conditions

Every ESC Region 12 member is different. For this reason, it is impossible for us to define the existing condition of each member. That is why we are asking for hourly pricing and packages to address the IT Security needs of each member regardless of their current conditions.

### 4.3 Solution Requirements

The overall IT Security Services solution should...

- include hourly pricing for remote and onsite Incident response
- include an SLA to be onsite within 4 hours for incident response for ESC Region 12 Members
- include an SLA to be onsite within 2 hours for ESC Region 12
- include an initial and on-going Section 11.175 School Cybersecurity Assessments with at least one onsite visit per calendar year
- include on going, face-to-face, cybersecurity training offered at least three times per year for at least two techs from each member that signs up for IT Security Services through this RFP
- include complete policy development, implementation, revisions, and annual review of those policies to meet the requirements of Education Code, Chapter 11, Subchapter D, Section 11.175 School Cybersecurity - Texas Cybersecurity Framework

- include external quarterly vulnerability scanning as well as a detailed yearly report
- include internal network assessment
- include the creation and development of an incident response handbook with ongoing support for revisions
- include at least one table top exercise per year
- include on-site training as requested
- include a Managed Detection and Response (MDR) that monitored the local network as well as security information and event management (SIEM) capabilities
- include active monitoring of active directory events such as a user being added to the domain admin group with alerts to designated individuals
- include a Managed Endpoint Detection and Response solution / MEDR
- include options for server/workstation updates
- include options for email security such as Mimecast or similar solution
- Include options for MFA such as Duo or similar solution

#### **4.4 Support**

The vendor's IT Security Services solution will include support in the form of hours and packages. Remote assistance via a TeamViewer session or similar mechanism should be included.

The vendor should:

- provide 24 x 7 toll-free telephone support for emergency incident response.
- all telephone support calls from 8:00 AM to 4:30 PM CST must be answered by vendor support personnel physically located in the United States, preferably within 4 hours of ESC Region 12 and its members.
- Provide timely product updates to address vulnerabilities and defects discovered in any product provided.
- Provide timely notifications of product updates and advisories by email

#### **4.5 Training**

The vendor should include training for Education Code, Chapter 11, Subchapter D, Section 11.175 School Cybersecurity as a part of the proposal.

#### **4.6 Value-Added Services**

Vendors are encouraged to include products and/or services in addition to the requirements of this RFP to provide the best possible value to ESC Region 12, its members, and other RFP beneficiaries. The vendor should clearly identify such products and/or services in their response and also provide a detailed explanation of the merits of

such products and/or services. The cost for these services should be added as a la carte item on the pricing spreadsheet.

## 5.0 General Stipulations of RFP

EDUCATION SERVICE CENTER REGION 12  
Waco, Texas 76712

GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL

NON-CONSTRUCTION

THESE GENERAL STIPULATIONS AND CONDITIONS SHALL REFER TO EDUCATION CODE SUBCHAPTER B. – PURCHASES; CONTRACTS

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL AND THE SPECIFICATIONS, WRITTEN OR VERBAL, THE GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL SHALL CONTROL.

### I. INVITATION TO BID:

Education Service Center Region 12 invites all interested and qualified Bidders to bid on all proposals in accordance with directions available in the Purchasing Department, 2101 West Loop 340, Waco, TX 76712.

A. For the purpose and clarity of this document only, the word “Region” will herein mean the Education Service Center Region 12 and/or the Board of Trustees of ESC Region 12, McLennan County, Texas. As used herein, the word “Bidder” means any reliable person, entity, broker, vendor, contractor, and/or manufacturer who wants to bid on this contract or submit a proposal in response to a request for catalog offer or request for proposal. The term “Bid” refers to all bids, responses, and proposals submitted hereunder.

B. Cash discount will be taken into consideration in determining a contract award. All Bid responses must be quoted with net pricing.

C. The Region will receive sealed proposals and or sealed bids until the date and time indicated on the Bid cover. Bids must be delivered to the ESC Region 12 Purchasing office. Whenever the specifications indicate a product of a particular manufacturer, model or brand in the absence of any statement to the contrary by the Bidder, the Bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories, qualities, etc., enumerated in the detailed specifications.

D. Where a lump sum Bid is provided for, unit prices for each item shall be included for accounting purposes. If quantities are increased or decreased as provided for in the “Annulments and Reservations” section, the unit prices inserted in a lump sum Bid should be consistent with the total amount quoted for the lump sum Bid since the lump sum Bid total will be increased or

decreased by the product of the quantity of the increases or decreases multiplied by the unit prices for the item affected.

E. All materials, supplies, copyrighted materials, furniture, and equipment for the Region shall be delivered F.O.B. Destination freight prepaid and allowed.

F. ESC Region 12 will give preference to materials, supplies, and provisions produced, manufactured, or grown locally, provided such items are equal to articles offered by competitors outside of the local area.

## **II. ANNULMENTS AND RESERVATIONS:**

A. The Region reserves the right to reject Bids for any and all of the items, and/or to waive technical defects, if in its judgment, the interest of the Region shall so require.

B. The Director of Purchasing reserves the right to increase or decrease the given quantity plus or minus fifteen percent (15%). In the event quantities are increased or decreased, the amount added or deducted shall be based upon unit prices quoted.

C. The Region also reserves the right to annul any contract, if it determines at its sole discretion that the Bidder has failed at any time, to perform faithfully any contract requirements or, in the case of any willful attempt to impose upon the Region, materials, products, and/or work inferior to that required by Region, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Region to the damages for the breach of any covenant of the contract by the Bidder.

## **III. BID PREPARATION, SPECIFICATIONS SHEET, AND BID OPENING:**

A. An authorized representative of the Bidder must sign all Bids. It is the intent of this bid offer that should a given bid/bids be accepted, it will automatically become a part of a binding contract. Bidders shall list their bids on the appropriate attached sheets, which show the schedule of items to be purchased. Each Bidder may attach a letter of explanation to their bid to explain any information pertaining to the Bid/Bids.

B. At the time of the Bid opening (as specified on the front cover, ESC Region 12 Purchasing Department webpage and or newspaper ad), the responsible Buyer, or his/her delegated support staff member, shall open and record all Bids received per requirements noted in Texas Education code 44.031. Sufficient time will be allotted to analyze all Bids received and the final recommendations shall be prepared for Region review and approval. Upon Region approval, the Bidders shall be notified either by mail, telephone, or purchase order of any award/awards.

C. Wherever the Region indicates the unit of measure required for bidding purposes, the Region may not recalculate the vendor's price if it is based on a different unit of measure than that indicated in any contract.

## **IV. BILLING AND PAYMENT/DISCOUNTING:**

A. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted).

All invoices shall be forwarded to:

EDUCATION SERVICE CENTER REGION 12  
ATTENTION TECHNOLOGY SERVICES  
2101 WEST LOOP 340  
WACO, TEXAS 76712

B. Invoices will be returned for correction unless they contain the following information: Item numbers; Description of Item; Quantity; Unit Price Extensions and Total. Each invoice shall carry the Purchase Order Number of the Region. The original and one copy shall be forwarded to the office listed above.

C. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. The Region does not pay partial payments. If we are invoiced for items that are not physically received, we must receive either a corrected invoice with the items removed or a credit memo to offset the charges for the non-received goods.

D. The Bidders that request prompt payment of bills shall send signed delivery tickets with the invoice to facilitate expedited payment.

E. Delivery shall be FOB Destination Freight Prepaid and allowed to each individual location as noted on the Purchase Order. The Region will not pay freight bills sent collect.

F. The Region's standard terms for payment are Net 30 days. All discounts, including prompt payment, shall be included in bid price.

**V. BONDING:**

Certain formal bids and or proposals will require bonding and shall be indicated in the scope of work and or minimum specifications.

**VI. COLLUSION:**

All Bidders shall sign the appropriate certification as provided on the signature sheet. The Region may reject any Bid that does not include the required certification.

**VII. COMPLIANCE WITH SPECIFICATIONS AND PURCHASER'S RIGHT OF SELECTION:**

A. The Bidder shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

B. The Region reserves the right to reject any or all Bids that comply with these specifications, or to accept a higher bid that complies, when, in the judgment of the Region, such Bid offers additional value or function, which justifies the difference in price.

C. The Bidder affirms that it is not: Engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization under Government Code Section 2252, Sub-chapter F. By accepting a purchase order/contract (RFP), the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

#### **VIII. DEVIATIONS FROM SPECIFICATIONS:**

All deviations from the specifications must be specified in writing by the Bidder, at the time the formal bid is submitted. The absence of a written list of requested deviations or exceptions when the Bid is submitted will hold the Bidder strictly accountable to the Region to the specification or requirement as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered. The Region reserves the right to reject or modify any requested exception or deviation. Excessive exceptions may result in disqualification of a bid.

#### **IX. ERRORS IN BIDS: RELIEF OF BIDS:**

Bidders or their authorized representatives shall fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. If a Bidder makes errors in extension of prices in a Bid, the unit price shall govern at the discretion of the Director of Financing.

#### **X. GUARANTEE:**

The Bidder shall unconditionally guarantee the materials and workmanship of all merchandise furnished under Bid for a period of one year or longer from date of acceptance of the items delivered and installed unless a different time period is required under the Bid specifications. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Region is due to the faulty design and installation, workmanship or materials, upon notification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Region. These repairs, replacements or adjustments shall be made only at such times as will be designated by the Region to cause the least disruption.

#### **XI. INTENT AND LIMIT OF CONTRACT**

A. These specifications are intended to cover the various types of purchases of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, administrative facilities, or to any designated warehouse or warehouses in the Region, whichever if specified, in quantities to be determined subsequent to the bid opening.

B. It is understood that under the terms and conditions of this bid offer, the Region reserves the right to purchase any of the listed materials, supplies or services at bid prices submitted provided that it shall be optional on the part of either party to terminate this contract at the expiration of twelve months from the beginning date of any contract period upon notice in writing to the other party to any contract no less than 30 days prior to the expiration of the twelve month period. This will be the only opportunity for cancellation of this contract, except for extenuating causes.

**XII. "OR EQUAL" INTERPRETATION CLAUSE:**

A. Any time a particular manufacturer's name or brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on

XII. "OR EQUAL" INTERPRETATION CLAUSE (continued):  
the equal quality product of other manufacturers. On all such Bids, the Bidder shall indicate clearly the product on which it is bidding, and shall supply sufficient data, on its own letterhead, to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

B. Catalog cuts and descriptive data shall be attached to the original copy of the Bid, where applicable. Whenever the specifications indicate a product of a particular manufacturer, model, or brand, and in the absence of any written statement to the contrary by the Bidder, the Bid shall be interpreted as being for the exact brand, model or manufacturer specified, together with all the accessories, qualities, etc., enumerated in detailed specifications. (See VIII.)

Failure to submit the above information may result in rejection of bid.

**XIII. PACKING AND DELIVERY:**

A. All materials must be securely packed for proper protection and in quantities to be determined by the Region's Director of Technology.

B. All materials delivered pursuant to this bid offer shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the bid price for packaging. Complete deliveries must be made by the successful vendor to the designated location as indicated on Bid cover and/or purchase order after issuance of purchase orders by the Region. A packing slip and/or delivery ticket shall be included in each shipment. Each ticket shall contain the following information for each item delivered: Purchase Order Number, Item Description, Item Number, Quantity, and Vendor Name.

C. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods or services awarded and ordered.

D. All package materials shall be clearly and plainly marked.

**XIV. SAFETY REQUIREMENTS:**

The Bidder/vendor shall provide all equipment, machinery and chemicals furnished and delivered to the Region in compliance with the Safety Regulations as required by OSHA.

**XV. SAMPLES: CATALOGS: CATALOG CUTS:**

A. When requested, a sample, properly tagged, shall be submitted by each Bidder before the time of the Bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the Bid number.

B. The Region will not be responsible for any samples that a Bidder has not picked up within 30 days after being notified that the sample is no longer needed. Samples may be retained by the Region until Bidders are notified to remove them. Bidders agree that the Region will incur no liability for samples that are damaged, destroyed or consumed in the testing processes. Samples requested are to be delivered as noted and designated per the particular solicitation.

**XVI. SIGNATURE TO BIDS:**

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and contract, including Notice of Award, and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder to the contrary.

**XVII. TAXES:**

A. The Region is exempt from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished upon request.

B. Prices quoted shall not include federal excise or state sales and use taxes.

C. The Region's Tax Identification Number is 74-1586927.

**XVIII. DELIVERY:**

A. All deliveries shall be made during the hours of 8:00 a.m. and 4:00 p.m. on all regularly scheduled business days, except where otherwise noted.

B. All deliveries shall be made inside school buildings, warehouse, offices, etc., and special instruction for date of delivery shall be included in the general specifications.

C. Special instructions may be indicated by the Region in the specifications for exact time, date and delivery locations for particular equipment and machinery (heavy or otherwise) which are to be erected, set-up and installed.

D. Materials delivered and received centrally will be accepted by motor freight.

**XIV. SIGNATURE:**

By signing this RFP below confirms that I/we:

1. propose to furnish, package, mark, and deliver to the Region , the supplies, materials or equipment as required in the accompanying specifications, and at the unit price indicated;
2. certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, material and equipment, and is in all respects fair and without collusion or fraud;
3. certify that this firm is an equal opportunity employer and that all employment decisions are made without regard to the color, race, sex, national origin, religion, age, or disability status of otherwise qualified individuals; and
4. certify that all material and equipment bid by this firm and to be supplied to the Region meets all safety and health standards as prescribed by the rules and regulations of the Occupational Safety and Health Act (OSHA).

### **Statement of Equal Opportunity & Nondiscrimination**

The Education Service Center Region 12 does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in its programs, activities, or hiring practices. Auxiliary aids and services are available upon request to individuals with disabilities. Inquiries regarding the Title IX policies should be directed to the Office of Human Resources, Certification & Marketing Services at ESC Region 12, 2101 W. Loop 340, Waco, TX 76712 or (254) 297-1212.

## 6.0 Vendor Checklist

- Completed - Initial bottom right hand corner of each RFP page where requested
- Completed - Section 2.13 Disclosures - Signed Conflict of Interest Questionnaire
- Completed - Section 6.0 - Vendor Checklist
- Completed - Section 7.0 - State Certification
- Completed - Section 8.0 - References
- Completed - Section 9.0 - Felony Conviction Disclosure Statement
- Completed - Section 10.0 - Deviation / Compliance / Acknowledgement
- Completed - Section 11.0 - Vendor Certification
- Completed - Section 12.0 - House Bill 89 Verification
- Completed - Section 13.0 - Historically Underutilized Business Certification
- Complete - Section 14.0 - Signed signature for RFP
- Completed Pricing spreadsheet (Section 3.3 Phase 2 – Pricing)
- Any additional documentation required to explain the bid

## 7.0 State Certification

As defined by Texas House Bill 602, a "nonresident vendor" means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

\_\_\_\_\_ I certify that my business is a "**Resident Bidder**".

\_\_\_\_\_ I certify that my business qualifies as a "**Nonresident Bidder**" {NOTE: You must furnish the following information):

Indicate the following information for your "Resident State": {The state your principal place of business is located in).

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

- A. Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the State I which the principal place of business is located.)
- B. What is the prescribed amount or percentage?  
\$ \_\_\_\_\_ or % \_\_\_\_\_

**Certification:** I certify that the information provided above is correct by signing my initials below.

## 8.0 References

Proposal response must include three (3) references that your business has provided similar products or services within the last three (3) years.

### **Reference #1**

Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

### **Reference #2**

Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

### **Reference #3**

Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

## 9.0 Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felon".

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract". I, the undersigned agent for the firm names 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.

- My business is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My business is not owned or operated by anyone who has been convicted of a felony.
- My business is owned or operated by the following individual(s) who has/have been convicted of a felony:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
  - f. \_\_\_\_\_

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

Website URL: \_\_\_\_\_

**Certification:** I certify that the information provided above is correct by signing my initials.

# 10.0 Deviation / Compliance / Acknowledgment

If the undersigned bidder intends to deviate from the General Terms and Conditions or Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The ESC Region 12 will consider any deviations in its proposal award decisions, and the ESC Region 12 reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the ESC Region 12 of their compliance with the General Terms and Conditions, Specifications, and all other information contained in this Proposal Invitation.

No Deviations

Yes Deviations

List any deviations your business is submitting below, provide attachments if necessary:

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Having carefully examined the Terms and Conditions and Specifications, the undersigned agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted. The agent affirms that, to the best of his/her knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over others in the award of this proposal.

I have read and understand the terms and conditions herein and will abide by them.

**Certification:** I certify that the information provided above is correct by signing my initials.

# 11.0 Vendor Certification

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## CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE

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**AS per Section 14.52 of the Texas Family Code, added by 5.8. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

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## CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## APPLICABLE TO GRANTS, SUBGRANTS, AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS.

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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 the fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his/her knowledge and belief, that:**

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a Federal grant, the making of a Federal loan, the entering into an agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 in FEDERAL FUNDS**

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I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

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**COMPLIANCE CERTIFICATION WITH THE DAVIS-BACON WAGE DETERMINATION ISSUED BY THE DEPARTMENT OF LABOR**

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The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related Acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon-covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contract(s). (See 29 CFR 1.5 and 1.6(b))

**I, the vendor am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5 and the Texas Government Code section 2258.**

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**COMPLIANCE CERTIFICATION WITH BUY AMERICA PROVISIONS**

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I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Provision must still follow the applicable procurement rules calling for free and open competition.

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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The respondent certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**The Proposer agrees to comply with all Federal, State, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.**

Organization Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

## 12.0 House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative  
of \_\_\_\_\_ Company or Business name  
(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age,**  
**verify that the company named-above, under the provisions of Subtitle F, Title 10,**  
**Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Education Service Center Region 12.**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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Signature of Company Representative

## 13.0 Historically Underutilized Business (HUB) Certification

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

\_\_\_\_\_ I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB must be sent with response)**

\_\_\_\_\_ My business has NOT been certified as HUB.

**Certification:** I certify that the information provided above is correct by signing my initials below.

## 14.0 Signature - RFP#20230214-WebFilter-Plus

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms, and conditions of this RFP and certifies

1. It is a reputable company regularly engaged in providing products and/or services necessary to meet the requirements, specifications, terms, and conditions of the RFP.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of the RFP. Further, if awarded the Respondent agrees to perform the requirements, specifications, terms, and conditions of the RFP.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Respondent acknowledges that ESC Region 12 will rely on such statements, information, and representations in selecting the awarded Respondent(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in the proposal.
6. Submission of a proposal indicates the Respondent's acceptance of the evaluation technique and the Respondent's recognition that some subjective judgments may be made by ESC Region 12.
7. That all of the requirements of this RFP have been read and understood. In addition, compliance with all requirements, terms, and conditions will be assumed by ESC Region 12 if not otherwise noted in the proposal.
8. The individual signed below has the authority to enter into this on behalf of the Vendor/Respondent/Company.
9. Respondent acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by ESC Region 12.
10. This contract is subject to purchase orders duly authorized and executed by ESC Region 12.

Legal name of Proposer Company:	
Address of office that would be providing service under the Agreement:	
Number of years in Business:	
State of incorporation:	
Number of Employees:	
Annual Revenues Volume:	
Name of Parent Corporation, if any:	

Printed Name	
Title	
Date	
Direct Phone Number	
email Address	

Signature: \_\_\_\_\_

The winning vendor will be notified by email that the RFP is being awarded to them. The email will request a reply accepting the awarding of the RFP. This signed page of the RFP, the vendor's proposal, and the email of acceptance will serve as the contract for this RFP. If any clarifications need to be addressed they will be done via email. Those emails will become addendums to the above-mentioned parts of the contract.