

# EDLINK12

## Request for Proposal for Telecommunication/Transport Service

EDLINK12 is soliciting proposals for a Telecommunication/Transport Service per the specifications stated in this 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#09132024-DIA) to:

EDLINK12  
Telecommunication/Transport Service  
RFP#09132024-DIA  
Attention: Keith Macik  
2101 West Loop 340  
Waco, TX 76712

**Receipt Deadline:** EDLINK12 will not accept any proposals after 10:00 AM, September 13, 2024. EDLINK12 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 may not be considered. Bids will be reviewed as they are received.

**Delivery Method:** Responders should submit their proposals via email to [kpowers@esc12.net](mailto:kpowers@esc12.net) and carbon copy (CC:) [keith.macik@esc12.net](mailto:keith.macik@esc12.net). The email subject should be: RFP#09132024-DIA-%VendorName%. NOTE: %VendorName% should be replaced with the name of the submitting vendor.

**Proposal Number and Format:** Responders should submit the proposal in PDF format. The pricing spreadsheet must 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:** Signed signature page (Section, 7.0 Signature); Conflict of Interest Questionnaire (Section 2.13 Disclosures); Pricing spreadsheet (Section 3.3 Phase 2 – Pricing); and Representations and Certifications Form (Attached). Failure to include these items will result in automatic failure of 3.2 Phase 1 – Mandatory Compliance.

ESC Region 12's contact for this proposal is Keith Macik ([keith.macik@esc12.net](mailto:keith.macik@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/1O5kd65T\\_Q8y8pwsWBEqGWMakUujSPdCIgyhcsOr\\_cg](https://docs.google.com/document/d/1O5kd65T_Q8y8pwsWBEqGWMakUujSPdCIgyhcsOr_cg)

[A/edit?usp=sharing](#)

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# 1.0 Overview

## 1.1 About EDLINK12

**Who We Are:** We are a sub-organization of Education Service Center Region 12. ESC Region 12 is a nonprofit service organization devoted to supporting educators and school personnel in their efforts to increase student achievement.

**What We Do:** We provide cost-effective ISP services to school districts, charters, and other non-profits.

## 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 165,000 students within ESC Region 12. Visit [https://www.esc12.net/page/about\\_Schools](https://www.esc12.net/page/about_Schools) for a complete listing of our members.

EDLINK12 is currently the ISP for 21 ESC Region 12 members.

## 1.4 Objectives of this RFP

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit proposals using the pricing spreadsheet to supply Internet access and/or telecommunication transport service for EDLINK12 members at the best price possible and within eRate guidelines and timelines.

EDLINK12 has provided ISP services to schools in Central Texas since 1997. As a private regional network, EDLINK12 is able to provide schools with affordable access to the Internet and a variety of network services focused on improving the efficiency and effectiveness of school operations. EDLINK12 is seeking solutions to continue providing technology services to schools and building capacity for future growth.

## **1.5 RFP Process and Timelines**

The RFP process begins with the issuance of this RFP, which will inform potential Proponents of EDLINK12's objectives. It concludes with the selection of the selected Proponent, any negotiations with said proponent, and the execution of the Agreement with that Proponent. Various vendors may be selected, and it will be up to the final selection of the EDLINK12 proposal by its member district before any contracts are awarded and signed.

## **2.0 General Conditions**

### **2.1 Indemnity Hold Harmless**

Vendor shall indemnify, save and hold EDLINK12, 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. EDLINK12 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 date of the contract to the agreed-upon end date, during which time 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.

### **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**

EDLINK12, 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, Vendor shall provide all plans, engineering, other drawings, and/or all other materials within five (5) business days of termination in a form acceptable to EDLINK12.

## **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 of foreign letters, patent, trademark, copyright or other proprietary right, and the Vendor agrees to defend, protect and save harmless EDLINK12, 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. EDLINK12 reserves the right to participate in any such action brought against it at Vendor's expense.

## **2.7 Payment Terms and Retainage**

As solutions are ordered and installed at individual EDLINK12 member sites, EDLINK12 will pay the Vendor for the service provided at the end of each month.

## **2.8 Transfer of Contract**

The contract shall not be assigned or transferred for any reason (including the sale of a business to another company) without written consent from EDLINK12.

## **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 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 district order has been negotiated, ordered, installed, and monthly service is delivered.

## **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 EDLINK12, 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 EDLINK12, 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 shall also 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**

EDLINK12 shall pay the contract price contained in the winning Vendor's proposal(s), and the successful Vendor warrants that such price is no higher than Vendor's current prices on orders by others for products of the 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 EDLINK12

within 30 days or, in the alternative, EDLINK12 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 Vendor has contracted with EDLINK12 to provide the work as specified without the express written consent of EDLINK12. Nor shall the vendor disclose any other information concerning its contract with EDLINK12 to third parties or its member districts without EDLINK12'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 the Site if needed, shall comply with the site rules of EDLINK12, ESC Region 12, and the member district. The Vendor shall direct its personnel and subcontractors to respect and abide by the authority of EDLINK12, ESC Region 12, and the Project Manager on all matters related to the Vendor's 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 works.
- 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 Vendor.
- Damage to any part of the network infrastructure, including but not limited to switches, routers, printers, servers, computers, access points.
- Other Damage to the materials, tools and/or equipment of EDLINK12, ESC Region 12, its consultants, subcontractors, Architect, 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 EDLINK12 and/or its member districts.

## **2.20 Quality Assurance Standards**

The vendor(s) selected from this RFP may be asked to submit a copy of its company quality assurance manual and applicable procedures.

## **2.21 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 EDLINK12. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an Agreement with EDLINK12 as specified herein and that such intent is not contingent upon EDLINK12's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

All contracts must start on July 1st, 2025, and end on or before June 30, 2028. If, for any reason, the vendor can not have services start up on July 1st, 2025, the termination date will still remain on or before June 30, 2028. If a vendor can not abide by this clause, then the vendor should not bid.

By bidding on this RFP, the vendor agrees that if awarded a contract, if the vendor fails to have the new service active on July 1st, 2025, then the vendor agrees to pay any and all costs associated with keeping the current ISP service up and running until the vendor can supply the agreed upon service. If a vendor can not abide by this clause, then the vendor should not bid.

### 3.0 Proponent Evaluation Process

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

- Phase 1 – Mandatory Compliance
- Phase 2 – Pricing
- Phase 3 – EDLINK12's previous experience with vendor (if applicable) and perceived benefit to EDLINK12
- Phase 4 – Vendor's perceived reputation with EDLINK12 and/or its members, Reference Checks, Type of service (Any value adds)

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>

EDLINK12 districts reserve the right to refuse any proposal and select any proposal that better meets their specific needs. An example of this might be District XYZ selecting to go with a higher bid because they prefer fiber over wireless.

### 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 that do not violate eRate guidelines.

### 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 on to Phase 2 evaluation.

**Items that must be included in the proposal:** Signed signature page (Section, 7.0 Signature); Conflict of Interest Questionnaire (Section 2.13 Disclosures); and Pricing spreadsheet (Section 3.3 Phase 2 – Pricing). Failure to include these items will result in automatic failure of 3.2 Phase 1 – Mandatory Compliance.

### 3.3 Phase 2 – Pricing

All EDLINK12 members are extremely price-conscious; therefore, price is one of the strongest drivers in selecting a vendor. Pricing should be offered per MB. If 1GB or more it should still be in MB for example, 1 GB should be 1000 MB.

All pricing must be good from the submission of the RFP until May 15th, 2025. EDLINK12 reserves the right to negotiate for better pricing from now until May 15th, 2025, with any vendor(s) on behalf of its members.

Proposals must include pricing for a three-year agreement for the service(s).

Vendors must use this Google Spreadsheet as the format to submit pricing [https://docs.google.com/spreadsheets/d/1ZgcsjDKGFFDCOmGftzPN2ym-8bgVH\\_JTeciYwwVohHw/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1ZgcsjDKGFFDCOmGftzPN2ym-8bgVH_JTeciYwwVohHw/edit?usp=sharing). Vendor's may choose to download an Excel spreadsheet and submit in Excel format or PDF.

### 3.4 Phase 3 – EDLINK12's previous experience with vendor (if applicable) and perceived benefit to EDLINK12

It is important for the proponents to understand that EDLINK12 prefers to establish long-term partnerships with its customers and vendors. The goal of the partnership is to benefit all parties; the vendor, EDLINK12, and EDLINK12 members.

EDLINK12 will be the sole bill to and pay entity for all its members who agree to participate in this agreement. The vendor agrees that it will never meet or undercut the price quoted in this RFP with any EDLINK12 member during the terms of the agreement.

As a partnership, the vendor should understand that EDLINK12 is not committing to purchasing any services or products until an EDLINK12 member has committed to the purchase of the product and/or services outlined in this RFP with a signed EDLINK12 contract for services.

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

### **3.5 Phase 4 – Vendor’s perceived reputation with EDLINK12 and/or its members, Reference Checks, Type of service (Any value adds)**

Phase 4 of the evaluation process may involve interacting with the proponents to enable EDLINK12 to gain additional understanding regarding their proposals. This may include but is not limited to:

- Reference check(s) and interview with former clients of the proponents.
- Interactive discussions about services

Points will be awarded based on: Perceived Reputation = 15 pts max, Reference Checks = 5 pts max, Type of Services/Value Adds = 5 pts max

### **3.6 Final Scoring & Award**

Final scoring of the Proponent submissions will be based on the combined scores achieved in Phases 2, 3, and 4 for each district listed in Section 5. Final selection will be used in the proposal made to EDLINK12 Members. Final award will be made when an ESC Region 12 district selects EDLINK12 as its ISP and signs an EDLINK12 contract.

### **3.7 Other Evaluation Considerations**

At any stage during the evaluation process, EDLINK12 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 as a result of matters raised by the evaluation or subsequent reference checks. Exclude any Proposals which EDLINK12 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	8/05/2024
Deadline for Proponent Questions	8/23/2024 by 10:00 AM
Proposal Submission Deadline	9/13/2024 by 10:00 AM
Selection of Vendor & Notification	On or before 5/15/2025

### 3.8 Form of Submission

**Receipt Deadline:** EDLINK12 will not accept any proposals after 10:00 AM, September 13, 2024. EDLINK12 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 may not be considered. Bids will be reviewed as they are received.

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ESC Region 12's contact for this proposal is Keith Macik ([keith.macik@esc12.net](mailto:keith.macik@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.

## 4.0 Technical Specifications

### 4.1 Project Overview

EDLINK12 is seeking a partnership with one or more vendors to provide Internet access and/or telecommunication transport service to its members. Each district has specific needs, and as such, each vendor should submit individual bids for each district as listed in Section 5 of this RFP.

EDLINK12 has 21 members. It is the goal of EDLINK12 that all current members will select to purchase their Internet access and/or telecommunication transport service through EDLINK12 under this RFP; however, the vendor needs to fully understand that by bidding on this RFP, EDLINK12 is not guaranteeing that any member will select the vendor's product or do business with EDLINK12 nor is EDLINK12 obligating to pay the vendor any moneys.

Before submitting a proposal, the provider shall consider the amount and character of the work described herein and the difficulties involved in its proper execution. The provider shall include in their proposal all costs that are deemed necessary to cover all contingencies essential to the proper installation of the specified service(s). The provider should be able to turn up services on July 1st, 2025. If not, please refer to [Section 2.21 Other Terms and Conditions of the Proposal](#).

Partial bids are acceptable. A provider can submit a proposal for one district, all districts, or any number in between. Multiple providers may be awarded for this RFP. Vendors should bid the bandwidth listed in the spreadsheet but choose to add additional options as long as they keep the spreadsheet format by just adding rows.

Proposals must include pricing for a three-year agreement for the service(s). In addition, bids must include pricing for service changes based on school demand to cover increases in bandwidth in funding years 2026 to 2027 and 2027 to 2028. Increases in bandwidth may result in new contracts, but all terms and conditions of this original RFP apply.

### 4.2 Description of Existing Conditions

[Section 5](#) lists the EDLINK12 members and potential members that whom EDLINK12 is seeking proposals. It is the vendor's responsibility to verify that it can provide the services at the price quoted for each EDLINK12 member on July 1st, 2025 (Please see [Section 2.21 Other Terms and Conditions of the Proposal](#)). EDLINK12 may need to negotiate based on the individual needs of each member and reserves the right to do so.

### 4.3 Support

The vendor should have 24x7 enterprise support, including email and a toll-free phone number.

### 4.4 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 EDLINK12 as long as they do not violate eRate guidelines. Vendors 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.

## 5.0 Districts

### 5.1 EDLINK12 Districts needing quotes

- Abbott ISD
- Academy ISD
- Cranfills Gap ISD
- Crawford ISD
- Hallsburg ISD
- Hico ISD
- Iredell ISD
- McGregor ISD
- Oglesby ISD
- Teague ISD
- Westphalia ISD

### 5.2 Potential EDLINK12 Districts needing quotes

- Blum ISD
- Covington ISD
- Dew ISD

Please use view the Google Spreadsheet for the amounts of bandwidth that should be quoted, [https://docs.google.com/spreadsheets/d/1ZgcsjDKGFFDCOmGftzPN2ym-8bgVH\\_JTeciywwVohHw/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1ZgcsjDKGFFDCOmGftzPN2ym-8bgVH_JTeciywwVohHw/edit?usp=sharing)

## 6.0 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 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, 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 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 lumps 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.

## 7.0 Signature - RFP#09132024-DIA

The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of EDLINK12 and/or ESC Region 12's RFP.

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: \_\_\_\_\_



Vendor Name: \_\_\_\_\_

## Representations and Certifications Form

Vendor Representative shall initial beside each number and sign the form.

\_\_\_\_ 1. **FELONY CONVICTION NOTIFICATION**

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, 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. 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. Subsection (c) this notice is not required of a publicly held corporation.

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

COMPANY'S/CONSULTANT'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY/CONSULTANT OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

AUTHORIZED COMPANY/CONSULTANT OFFICIAL'S SIGNATURE: \_\_\_\_\_

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

**PLEASE CHECK OFF A SELECTION BELOW**

( ) A. My firm is a publicly-held corporation, therefore, this report requirement is not applicable.

( ) B. My firm is not owned and/or operated by anyone who has been convicted of a felony.

( ) C. My firm is owned or operated by the following individual (s) who has/have been convicted of a felony.

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

Details of conviction(s): \_\_\_\_\_

\_\_\_\_ 2. **DEBARMENT**

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the State of Texas and/or any federal department or agency.

\_\_\_\_ 3. **CONTRACTUAL RELATIONSHIP**

Nothing herein shall be construed as creating the relationship of employer or employee between the Center and the Contractor or between the Center and the Contractor's employees. The Center shall not be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the Contract unless otherwise herein authorized. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of its employees as employees of the Center. Neither the Contractor nor its employees shall be entitled to any of the benefits established for employees of the Center, nor be covered by the Center's Workers' Compensation Program.

return this page to: \_\_\_\_\_ @ email \_\_\_\_\_

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## \_\_\_\_ 4. AVAILABILITY OF FUNDS

The award of this Contract is dependent on the availability of funding. In the event funds do not become available, the Contract may be terminated, or the scope amended. A 30-day written notice will be given to the vendor, and there shall be no penalty or removal charges incurred by the Center.

## \_\_\_\_ 5. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

Education Service Center Region 12 requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

## \_\_\_\_ 6. NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion (an agreement between two or more persons to deceive the Center or defraud the Center of its rights) with any other bidder, board member, or employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion.

## \_\_\_\_ 7. ISRAEL CLAUSE

I certify that my company does not and will not boycott Israel and that my company is in compliance with House Bill 89 from the 85(R) Legislative Session which adds Texas Government Code§ 2270.002 that states, "A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract." The Code further defines "Boycott Israel" as 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 and Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## \_\_\_\_ 8. FOREIGN TERRORIST CLAUSE

I certify that my company name is not on the list prepared and maintained by the Texas Comptroller of Public Accounts consisting of companies known to have contracts with or provide supplies or services to a foreign terrorist organization pursuant to Texas Government Code§ 2252.152 from Senate Bill 252 from the 85(R) Legislative Session. Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited. A governmental entity may not enter into a contract with a company that is identified on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

## \_\_\_\_ 9. TRAINING PROGRAMS FOR CERTAIN PUBLIC SCHOOL EMPLOYEES

I certify that neither I nor anyone representing my company shall teach, instruct, or train any administrator, teacher, or staff member of the Center to adopt any of the following concepts in violation of Texas Education Code § 28.0022:

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of the individual's race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of the individual's race or sex;
- (4) An individual's moral character, standing, or worth is necessarily determined by the individual's race or sex;
- (5) An individual, by virtue of the individual's race or sex, bears responsibility, blame, or guilt for actions committed by other members of the same race or sex;
- (6) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race;

- (7) The advent of slavery in the territory that is now the United States constituted the true founding of the United States; or
- (8) With respect to their relationship to American values, slavery and racism are anything other than deviations from, betrayals of, or failures to live up to the authentic founding principles of the United States, which include liberty and equality.

\_\_\_\_ 10. ENERGY COMPANY CLAUSE

If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not boycott energy companies during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the Center's public funds. This certification is not required if vendor is a sole proprietor.

\_\_\_\_ 11. TGC SECTION 2274.002 FIREARM & AMMUNITION COMPANIES CLAUSE

If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of any contract resulting from this Solicitation. Vendor further certifies that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the Center's public funds. This certification is not required if vendor is a sole proprietor.

\_\_\_\_ 12. FORM 1295 – DISCLOSURE OF INTERESTED PARTIES

Contractor has completed Form 1295 – Disclosure of Interested Parties, which must be filed electronically with the Texas Ethics Commission using its online application, at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File). The completed certificate must be printed, signed, notarized and included with this Agreement, if applicable.

\_\_\_\_ 13. FORM CIQ

Contractor has completed the Conflict of Interest Questionnaire (Form CIQ), which must be printed, signed and included with this Agreement.

\_\_\_\_ 14. FORM W-9

Contractor has completed a Form W-9, which must be printed, signed and included with this Agreement.

By signing below, the Vendor Representative certifies that they are a duly authorized officer of the company, can sign for and enter into binding contracts on behalf of the company, and certifies the accuracy of the above statements.

\_\_\_\_\_  
Vendor Representative Signature

\_\_\_\_\_  
Vendor Representative Printed Name & Title

\_\_\_\_\_  
Date