

Education Service Center Region 12

Request for Proposal for

Basic Firewall Solution with NGFW options

Education Service Center Region 12 is soliciting proposals for Firewall Solutions as per specifications stated in this solicitation document. Proposals shall be submitted via email. If proponent wishes to send a hard copy of the proposal it should be in an envelope marked on the outside with the bidders name, address, and proposal number (RFP#20190601-Firewall) to:

ESC Region 12
Firewall Solutions
RFP# 20190601
Attention: Ed Newman
2101 West Loop 340
Waco, TX 76712

Receipt Deadline: ESC Region 12 will not accept any proposals after 12:00 PM, May 24, 2019. ESC Region 12 is not responsible for delayed email delivery or SPAM filters stopping delivery of proposals. Proposals received after the published time and date will be considered untimely and will not be considered. Bids will be reviewed as they are received.

Delivery Method: Responders should submit their proposals via email to kpowers@esc12.net and cc enewman@esc12.net. The email subject line should be: RFP#20190601-Firewall - %Vendor%. (%Vendor% should be replace with the name of the Vendor submitting the proposal).

Proposal Number and Format: Responders must submit the proposal in PDF format. ZIP files should not be sent. The Firewall Pricing sheet must be completed as part of the proposal or the RFP will automatically fail phase one; see section 3.2 Phase 1 – Mandatory Compliance.

ESC Region 12's contact for this proposal is Ed Newman (enewman@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.

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1.0 Overview

1.1 About Education Service Center Region 12

Who We Are: We are 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 professional development opportunities, expert assistance, direct services and alternative certifications to educators and school personnel.

Per HB 452, resources and services provided by ESC Region 12 are aligned with, and designed to support, the Texas Essential Knowledge and Skills (TEKS) adopted by the State Board of Education.

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-six school districts and 11 charter schools. There are approximately 189,000 students within ESC Region 12. Visit <http://www.esc12.net/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 a firewall solution for ESC12's primary facility as well as firewall solutions for several member districts. The RFP provides vendors with the relevant operational, performance, application, and architectural requirements of the system.

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 item. If clarification is needed then ESC Region 12's contact for this proposal should be contacted as on 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 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 to this RFP or negotiations associated with 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

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, 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 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 right, 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 Vendor's expense.

2.7 Payment Terms and Retainage

As solutions are ordered and installed ESC Region 12 will pay the Vendor within 120 days of completion of 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 sale of business to another company) 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 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 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.

Vendor shall note any and all relationships that might be construed as a conflict of interest and include such information with the Proposal. Vendor also shall submit with its Proposal a completed Conflict of Interest Questionnaire in compliance with chapter 176 of the Texas Local Government Code.

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 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 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, 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 ESC Region 12 to provide the work as specified without the express written consent of ESC Region 12. Nor shall 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 the Site if needed, shall comply with the site rules of ESC Region 12 and the member district. 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 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 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 ESC Region 12.

2.20 Quality Assurance Standards

The Vendor selected from this RFP shall 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 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
Total	100 points

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 on to Phase 2 evaluation.

The Firewall Pricing sheet must be completed as part of the proposal or the RFP will automatically fail phase one.

https://docs.google.com/spreadsheets/d/1x9O2Zv479YCnZXa4uS2fqx3_1MVks3bkIdAPXRqwGTc/edit?usp=sharing

You can go to File and download as Excel if needed.

3.3 Phase 2 – Pricing

ESC Region 12 is extremely price conscious, therefore price is the strongest driver in the selection of a vendor(s).

All pricing must be good for at least three years with a two year extension option.

Points will be awarded based on the Firewall price. In the event of a tie or close point spread, pricing on UTM products may be considered.

Points will be awarded based on price - 40 pts to the lowest price then all other points will be a percentage of the lowest price.

3.4 Phase 3 – Previous Relationship & Open Software

ESC Region 12 values its relationships with current and past vendor's as well as vendor relationships with other Texas ESCs.

ESC Region 12 prefers the firewall software proposed to be open source or open software that will allow for free 3rd party add-ons.

Points will be awarded based on: Relationship - 20 pts max, Open software - 15 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. Please note if ESC Region 12 staff already have experience with the firewall no presentation will be needed and points will be awarded from previous experience or presentations.
- Reference check(s) and interview with former clients of the proponents.

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

3.6 Final Scoring

Final scoring of the Proponent submissions will be based on the combined scores achieved in Phases 2, 3, and 4. Final selection will be made from 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 as a result of matters raised by the evaluation or subsequent reference checks. Exclude any Proposals which 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	04/01/2019
Deadline for Proponent Questions	04/24/2019
Proposal Submission Deadline	05/24/2019 by 12:00 PM
Selection of Selected Proponent & Notification	On or before 06/20/2019

3.8 Form of Submission

Receipt Deadline: ESC Region 12 will not accept any proposals after 12:00 PM, May 24, 2019. ESC Region 12 is not responsible for delayed email delivery or SPAM filters stopping delivery of proposals. Proposals received after the published time and date will

be considered untimely and will not be considered. Bids will be reviewed as they are received.

Delivery Method: Responders should submit their proposals via email to kpowers@esc12.net and cc enewman@esc12.net. The email subject should be: RFP#20190601-Firewall - %Vendor%. If the Vendor does not receive a reply from kpowers@esc12.net within 48 business hours of sending their proposal they should call 254.297.1260 and ask for the ESC Region 12 contact.

ESC Region 12's contact for this proposal is Ed Newman (enewman@esc12.net). Contact between responders or potential responders and user departments during the request for sealed 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 bids to replace an existing Sonicwall Supermassive 9800 as well as approximately 26 PFSense firewalls. In all cases, the replacement system must serve as the firewall/router sitting between the Internet connection from the ISP and the private network.

4.2 Description of Existing Conditions

ESC Region 12 current has a Sonicwall Supermassive 9800. The Sonicwall Supermassive 9800 sits in-line between the ESC Region 12 network and serves as the Router. Currently, only one ISP is plugged into the Router.

Each site may have its specific requirements but in general most sites can be grouped by bandwidth and number of users. The vendor should propose firewalls based on data from the table below.

Bandwidth Range	Estimated Number of Max Users
0 to 250 MB	500
250 to 500 MB	1500
500 to 1000 MB	2500
1 to 5 GB	3500

5 to 10 GB	4000
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For connections of 1GB or above the firewall device should be able to support SFP modules for either a fiber or ethernet handoff. SFP+ would be preferred.

4.3 Solution Requirements

The proposed solution will consist of two parts; Sonicwall Supermassive 9800 replacement at ESC Region 12 and PFSense replacements at various site locations. All proposals should include two prices for firewall; one firewall only and one with UTM features. We understand that the model and specs of the firewall may change when switching from firewall only to UTM features, as some UTM features will require more processing and memory.

Part 1:

Sonicwall Supermassive 9800 replacement quote should include two appliances, labor to set up appliance including migrating all Sonicwall Supermassive 9800 setting to the new appliances, setting up Active/Passive settings, Dual ISP connections with Active/Failover.

The Sonicwall Supermassive 9800 replacement solution:

- must consist of two appliances in Active-Passive mode
- must be able to support two ISPs with an Active/Failover configuration
- must have at least 4 ports one of which will be configured for DMZ
- must be able to mirror ports
- must be capable of 10GB throughput
- must be capable of implementing VPN over IPSEC and/or Open-VPN
- must support SSH remote access
- must allow for GEO IP Blocking
- should support SIP (VoIP protocols)
- should have graphics for analyzing traffic
- should have options to apply 3rd party applications or packages at no charge such as
 - IPS (Snort)
 - AntiVirus detection (ClamAV)
 - Web Filtering (Squid)
- must have remote support options (Hourly, Incident, etc.)
- must include training for up to 3 technicians

Part 2:

PFSense replacement quote should include pricing for various models based on table in section 4.2 as well as memory, processor, and network interfaces. There should also be a quote for support by the hour, incident, case, etc.

The PFSense replacement solution:

- must support SSH remote access
- must be capable of implementing VPN over IPSEC and Open-VPN
- should have at least 4 ports one of which will be configured for DMZ
- should have graphs for analyzing traffic
- should allow for traffic shaping policies
- must allow for GEO IP Blocking
- should have options to apply 3rd party applications or packages at no charge such as
 - IPS (Snort)
 - AntiVirus detection (ClamAV)
 - Web Filtering (Squid)
- should include training for up to 5 technicians

4.4 Management

- The product must be able to be managed remotely from a browser- based interface as well as a SSH command line interface. Support for Firefox and Chrome is preferred.
- Access to the management interface must be password-protected and should be encrypted.

4.5 Support

The vendor of the firewall solution will be expected to assist with initial installation as needed. Remote assistance via a TeamViewer session or similar mechanism will be acceptable.

The vendor of the firewall solution must:

- Provide 24 x 7 online/email and 7:30 AM to 4:30 PM telephone support.
- All telephone support calls during 7:30 AM to 4:30 PM CST must be answered by vendor support personnel physically located in the United States, preferable Texas.
- Provide timely product updates to address vulnerabilities and defects discovered in the product.
- Provide timely notifications of product updates and advisories by email
- Provide online, downloadable manuals (full documentation) for all components.

4.9 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 the ESC Region 12 and its members. 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 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.

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 XXX.

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).

ESC Region 12 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 Signature - RFP #20190601 - Firewall

The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of 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: _____