

# Education Service Center Region 12

## Request for Proposal for

### Network Switches and Wireless Access Points

Education Service Center (ESC) Region 12 is soliciting proposals for a Network Switches and Wireless Access Points solution as per the specifications stated in this solicitation document. Proposals shall be submitted via email. If the proponent wishes to send a hard copy of the proposal it should be in an envelope marked on the outside with the bidder's name, address, and proposal number (RFP#20220501-NetworkUpgrade) to:

ESC Region 12  
RFP#20220501-NetworkUpgrade  
Attention: Ed Newman  
2101 West Loop 340  
Waco, TX 76712

**Receipt Deadline:** ESC Region 12 will not accept any proposals after 10:30 AM, June 30, 2022. ESC Region 12 is not responsible for delayed email delivery or SPAM filters stopping the delivery of proposals. Proposals received after the published time and date will be considered untimely and 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:) [ed.newman@esc12.net](mailto:ed.newman@esc12.net). The email subject should be: RFP#20220501-NetworkUpgrade-%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 email [ed.newman@esc12.net](mailto:ed.newman@esc12.net) to request a solution to upload the files for review.

**Items that must be included in the proposal:** Signed signature page (Section, 6.0 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 the automatic failure of 3.2 Phase 1 – Mandatory Compliance.

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

All questions and responses will be posted at <https://docs.google.com/document/d/1fPAs-VzsbLZoeuqyqXCro1p3fVJE51gYnQMciIsfNo/edit?usp=sharing>

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# 1.0 Overview

## 1.1 About Education Service Center Region 12

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

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

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

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

### Our Vision

Innovative Solutions. Empowered Learners. Educated Communities.

### Our Mission

We partner with schools and communities to achieve student success.

## 1.3 Current Members

Education Service Center Region 12 spans twelve counties in Central Texas including seventy-seven school districts and 11 charter schools. There are approximately 202,000 students within ESC Region 12's service area. Visit [https://www.esc12.net/page/about\\_Schools](https://www.esc12.net/page/about_Schools) for a complete listing of our members.

## 1.4 Objectives of this RFP

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply Network Switches and Wireless Access Points solution for ESC12's primary facility as well as possible satellite locations. 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 the said proponent, and the execution of the Agreement with that Proponent.

## **1.6 Definitions**

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

## **2.0 General Conditions**

### **2.1 Indemnity Hold Harmless**

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

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

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

### **2.3 RFP Binding Period**

Prices quoted in the Vendor's response for all labor and materials will remain in effect from the date of the contract to the agreed-upon end date during which time the Vendor must pass on all price decreases enacted or provided by the manufacturer. In no event shall pricing be allowed to rise above the stated contract prices.

### **2.4 Omissions**

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

## **2.5 Right to Terminate**

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

## **2.6 Product Suitability**

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

## **2.7 Payment Terms and Retainage**

As solutions are ordered and installed ESC Region 12 will pay the Vendor within 120 days of completion of the order, based on inspection and sign-off by ESC Region 12 or its authorized agent.

## **2.8 Transfer of Contract**

The contract shall not be assigned or transferred for any reason, (including the sale of the 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 and signed by both parties. The modification, amendment, or waiver of a part of this contract shall not constitute a waiver of the whole.

## **2.10 Venue**

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

## **2.11 Execution of Contracts**

Contracts for purchase will be put into effect by means of a 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 discounts, trips, favor or service to a public servant in connection with the proposal submitted.

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

The vendor shall note any and all relationships that might be construed as a conflict of interest and include such information with the Proposal. The vendor also shall submit with its Proposal a completed Conflict of Interest Questionnaire in compliance with chapter 176 of the Texas Local Government Code. Currently, the form may be found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

## **2.14 Fairness of Pricing**

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

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

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

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

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

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

## **2.17 Authority of Owner**

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

- Use of Site resources such as elevators and loading docks.
- Connection to and use of utilities.
- Safety issues.
- Trash removal and Site cleanliness.
- Site Security
- Prohibition of any alcohol, tobacco, and drugs

## 2.18 Damage Caused by Vendor

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

- Damage to any portion of the building caused by the movement of tools, materials, or equipment.
- Damage to any component, including ceiling tiles, of the construction of spaces in which the Vendor is working.
- Damage to the electrical distribution system and/or other space “turned over” to the Vendor
- Damage to the electrical, mechanical, and/or life safety or other systems caused by inappropriate operation or connections made by the Vendor or other actions of the Vendor.
- Damage to any part of the network infrastructure, including but not limited to switches, routers, printers, servers, computers, and 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 House Bill 89 VERIFICATION

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity*

*doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

## 2.22 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, the 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 a four-stage process, as follows:

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

The overall scoring will be as follows:

Phase	Points
-------	--------

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

### 3.1 Compliant and Innovative Solutions

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

### 3.2 Phase 1 – Mandatory Compliance

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

The Network Switches and Wireless Access Points solution Pricing sheet must be completed as part of the proposal or the RFP will automatically fail phase one. Please adjust the Item to fit your quote but leave the fields in place.

<https://docs.google.com/spreadsheets/d/15SPEYRUooihUP9-gQ2L3fn2SpGIU3v29ufjnxlVPNGY/copy/>

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

The Wireless Access Points solution Questionnaire document must be completed as part of the proposal or the RFP will automatically fail phase one.

<https://docs.google.com/document/d/1pycW7sOVqKBM8UXKD8skgb0Vatv7xeYXQICW G3FQK7w/copy>

NOTE: You can go to File and download it as MS Word if needed.

### **3.3 Phase 2 – Pricing**

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

All pricing must be good for at least 365 days due to supply chain problems.

Points will be awarded based on the total Network Switches and Wireless Access Points solution price point. (total will include licensing if required).

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.

The Network Switches and Wireless Access Points solution Pricing sheet can be found at <https://docs.google.com/spreadsheets/d/15SPEYRUooihUP9-gQ2L3fn2SpGIU3v29ufjnxlVPNGY/copy/>. The data is entered as examples. Please adjust the Item Field to fit your quote but leave all the fields as they are. If you feel you need an extra field please email the ESC Region 12's contact for this proposal.

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

### **3.4 Phase 3 – Previous Relationship, Site Visit, & IEEE Standards-Based**

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

ESC Region 12 would prefer vendors make a site visit to ensure their proposal will fully meet the needs of ESC Region 12.

ESC Region 12 prefers the Network Switches and Wireless Access Points proposed to follow the IEEE standards and be non-proprietary.

Points will be awarded based on: Relationship - 20 pts max, Site Visit - 10, IEEE & Non-proprietary - 5 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 Network Switches and Wireless Access Points solution 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

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

### 3.7 Other Evaluation Considerations

At any stage during the evaluation process, ESC Region 12 may: Request further clarification on any aspect of the Proponent’s response. Request a Proponent to supply additional information to support its response. Complete a statement of requirements supplementary to this RFP 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	05/01/2022
Deadline for Proponent Questions	06/01/2022
Proposal Submission Deadline	06/30/2022 by 10:30 AM
Selection of Selected Proponent & Notification	On or before 08/19/2022

### 3.9 Form of Submission

**Receipt Deadline:** ESC Region 12 will not accept any proposals after 10:30 AM, June 30, 2022. ESC Region 12 is not responsible for delayed email delivery or SPAM filters stopping the delivery of proposals. Proposals received after the published time and date will be considered untimely and 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:) [ed.newman@esc12.net](mailto:ed.newman@esc12.net). The email subject should be: RFP#20220501-NetworkUpgrade-%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 email [ed.newman@esc12.net](mailto:ed.newman@esc12.net) to request a solution to upload the files for review.

**Items that must be included in the proposal:** Signed signature page (Section, 6.0 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 the automatic failure of 3.2 Phase 1 – Mandatory Compliance.

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

## 4.0 Technical Specifications

### 4.1 Project Overview

ESC Region 12 is seeking bids to replace its existing Cisco Meraki Network which consists of approximately 30 switches and 53 wireless access points. The vendor may suggest more or less networking devices based on the density of devices the solution can handle. The vendor may also propose a firewall if it integrates with the vendor's other products to provide one pain of glass interface to all aspects of the network.

### 4.2 Description of Existing Conditions

ESC Region 12 current has 30 switches and 53 wireless access points. All equipment is currently Cisco Meraki. All WAPs are connected via a 1 GB uplink and the majority of switches are connected via a 10GB uplink.

The WAPs cover employee areas as well as conference rooms for training. The current wireless network has had some coverage and capacity issues.

For security, reasons all other information will only be given out during a site visit, a virtual call, or other secure means of verification.

### **4.3 Solution Requirements**

The proposed Network Switches and Wireless Access Points solution will consist of the replacement of the current network including all switches and WAPs. The vendors proposed Network Switches and Wireless Access Points solution should address both coverage and capacity issues for the wireless part of the network. We suggest that the vendor do a site survey to complete the bid and will award RFP points to those that do. To set up a site survey the vendor should contact ESC Region 12's contact for this proposal. Site surveys will be at the cost of the vendor. ESC Region 12 will not cover the cost of any site survey.

### **4.4 Management**

- The product must be able to be managed from a browser-based interface. Support for Chrome is preferred.
- Access to the management interface must be password-protected and should be encrypted. 2 Factor Authentication is preferred.

### **4.5 Support**

The vendor of the Network Switches and Wireless Access Points solution will be expected to assist with initial installation as needed. Remote assistance via a TeamViewer session or a similar mechanism will be acceptable.

The vendor of the Network Switches and Wireless Access Points 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, preferably 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.

### **4.6 Mixed Solutions**

ESC Region 12 prefers not to have a mixed solution, meaning different manufacturers for switches and wireless access points. Vendors may propose a mixed solution but would need to have a management solution that would allow a single pane of glass management of both the switch and wireless infrastructure.

## **4.7 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. 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 on this contract or submit a proposal in response to a request for catalog offer or request for proposal. The term “Bid” refers to all bids, responses, and proposals submitted hereunder.

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

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

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

RFP#20220501-NetworkUpgrade

05-22/TS

Initial & Return\_\_\_\_\_

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 the 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 the 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 the 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 the 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 the rejection of the 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 the 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:**

RFP#20220501-NetworkUpgrade

05-22/TS

Initial & Return\_\_\_\_\_

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 instructions for the date of delivery shall be included in the general specifications.
- C. Special instructions may be indicated by the Region in the specifications for the 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, and 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#20220501-NetworkUpgrade

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

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

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

Printed Name	
Title	
Date	
Direct Phone Number	
email Address	

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

The 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: \_\_\_\_\_

## 7.0 Vendor Checklist

- Signed and sent Conflict of Interest Questionnaire, (Section 2.13 Disclosures)
- Completed Wireless Access Points solution Questionnaire (3.2 Phase 1 – Mandatory Compliance)
- Completed Pricing spreadsheet (Section 3.3 Phase 2 – Pricing) with no changes to the fields
- Complete copy of RFP with Initials on each page and Signed signature page (Section, 6.0 Signature)
- Any additional documentation required to explain the bid