EDUCATION SERVICE CENTER, REGION 10

400 E. Spring Valley Rd. April 1, 2020

Richardson, TX 75081

Telephone: (972) 348-1110

Please respond to the following not later than 3:00 pm, April 10, 2020

PROPOSAL RESPONSE to be marked RFP #2020-06

Proposal On: Cybersecurity Services

Education Service Center, Region 10 (ESC-10) is seeking proposals from qualified vendors to provide a solution that offers Threat Monitoring & Cyber-Attack Defense, SIEM & Log Management, Incident Response & Event Investigation, Threat Protection and managed firewall blocking. The solution(s) shall include 24/7 incident monitoring and alerting capabilities backed by a Security Operations Center service (SOCaaS). The solution(s) may be implemented by the ESC itself as well as offered as a service to districts and charter schools.

**Responses will be accepted by Education Service Center, Region 10 until 3:00 p.m. local time on Friday, April 17, 2020.**

**It is the responsibility of the vendor to check the Region 10 website for any addenda that may be issued relating to the RFP at the following link:**

<https://www.region10.org/about-us/request-for-proposals-bids/>

**Faxed or emailed responses will not be considered**. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to the established deadline at the address listed in the box below. Responses must be plainly marked on outside of envelope. Please enclose one original with two copies of your response and one digital copy in .pdf format.

**Ms. Sue Hayes**

**Chief Financial Officer**

**Education Service Center, Region 10**

**400 E. Spring Valley Rd.**

**Richardson, TX 75081**

**RFP #2020-06**

**Cybersecurity Services**

**Response Deadline 3:00 p.m. CDT**

**Friday April 17, 2020**

Responses must be submitted on the forms provided or response may be rejected. Only responses received by the date and time specified will be considered.

PRICE, QUALITY, AND SUITABILITY: It is not the policy of Education Service Center, Region 10 to purchase services on the basis of low price alone; quality and suitability to purpose are taken into consideration. When providing cost data, please quote lowest and best price.

Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

**The Region 10 ESC may anticipates awarding of this proposal by May 1, 2020.**

This contract may be awarded to a single vendor or multiple vendors as determined to provide the best value to the ESC Region 10. ESC Region 10 reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the ESC Region 10.

### 1.0 SCOPE OF SERVICES

The purpose of this request for proposals is to form a partnership between ESC-10 and awarded vendor(s) to provide a comprehensive information security solution that may include, but is not limited to, all of the following:

* Monitoring and logging of network traffic including North/South (ingress and egress) and East/West
* Threat hunting intelligence and investigation
* Network Data Ingestion
* Live Data Visualization and Analysis all North/South & East/West traffic
* Artificial Intelligence Based Security Analytics & Threat Intelligence
* Security Event Insight, Prioritization and Analysis
* Managed Firewall Blocking
* 24/7 Incident Monitoring and Alerting
* K-12 Compliance Mapping for Texas Cybersecurity Framework, as per, Texas Senate Bill 820
* Security Information and Event Management (SIEM)

This contract will be effective for an initial multi-year term at Education Service Center, Region 10’s option and with the acceptance of the awarded vendor(s).

First Term Award Date, through August 31, 2022

First Renewal Option September 1, 2022 through August 31, 2023

Second Renewal Option September 1, 2023 through August 31, 2024

Third Renewal Option September 1, 2024 through August 31, 2025

Proposal term will be initially from award date to August 31, 2022. Thereafter, the term will renew automatically for additional one (1) year terms unless terminated by either party with a 30 day notice.

### 2.0 SPECIAL CONDITIONS

1. Vendor(s) shall safeguard all information and data provided by ESC-10. Further, vendor(s) shall not sell or make available data or mailing lists compiled from data received from ESC-10 without the express written approval of ESC-10.
2. ESC-10 will consider alternates, but reserves the right to be the sole judge to determine which responses offers the best value in meeting the needs of ESC-10.
3. Services will be purchased as needs arise and funding allows.
4. ESC-10 shall be sole interpreter of the terms, conditions, specifications and performance requirements contained herein.
5. The transfer or assignment of contracts is prohibited.
6. All costs of delivery are to be included in respondent prices.
7. COMPLIANCE WITH LAW: The respondent will be responsible for compliance with all applicable local, state, and federal laws.
8. Significant changes or necessary items not covered in proposal may be added to this contract at the discretion of ESC-10.
9. Specifications as written address ESC-10’s expected standards as to the usage, materials, and contents for our needs and requirements. Specifications received from vendors that do not address all of these expectations will be considered as alternates.
10. Vendor must provide an intellectual property agreement protecting both parties.

### 3.0 GENERAL TERMS

* 1. All contracts and agreements between vendors and Education Service Center, Region 10 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
  2. Responders are advised that ESC-10 contracts are subject to all legal requirements provided for in the Texas Senate Bill 1, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Open Records Act, Article 6252-17a VTCS.
  3. If product and/or service provided is not satisfactory to ESC-10, agreement can be terminated at any time upon a 30-day written notice.
  4. ESC-10 reserves the right to all warranties, express and implied.
  5. All parties agree that venue for any litigation arising from this contract shall lie in Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties
  6. And the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.
  7. Patented or copyright protected items: Vendor agrees to protect ESC-10 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
  8. It is understood and agreed that Education Service Center Region 10 reserves the right to make minor modifications to conditions of this request for proposal due to unforeseen circumstances.
  9. Responses should be made on the enclosed sheets or on attachments that follow the same format.

### 4.0 CONTACT

All questions should be sent via email to [bids@region10.org](mailto:bids@region10.org) by Thursday, April 9, 2020 with a copy to sue.hayes@region10.org.

### 5.0 REFERENCES

Each vendor must submit a list of references for whom vendor has provided like services/equipment in volumes equal to or greater than the ESC-10 estimates listed in the proposal. Educational and governmental agencies are preferred. Failure to provide references may cause proposal to be considered non-responsive.

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/St. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/St. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/St. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/St. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

ESC-10 reserves the right to accept or reject any or all responses, to waive any technicality or irregularity in response submitted, and to accept or reject any part of a response as deemed to be in the best interest of ESC-10. Responses may be withdrawn at any time prior to the final due date. Alterations made before due date must be initialed by Respondent guaranteeing authenticity. Upon approval of ESC-10, responses may be withdrawn for obvious miscalculations or industry-wide conditions. Responses received after the due date will be declared late and will be considered ineligible for opening and consideration. Region 10 is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries may be held unopened. Respondents will be advised by mail that the proposal was late and not accepted and will be allowed to pick up the proposal package or furnish a "call tag" and have the package picked up by a courier.

### 7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

ESC-10 is willing to assist any Respondent in the interpretation of request provisions or explanation of how request forms are to be completed. If any person contemplating submitting a response to this request is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification to Sue Hayes, Chief Financial Officer, 400 E. Spring Valley Rd., Richardson, TX 75081 or [bids@region10.org](mailto:bids@region10.org) by Friday, March 29, 2019. Any interpretation of the request for information, if made, will be made only by Addendum duly issued, faxed, mailed or delivered to each person receiving a Request for Information. Region 10 will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request must be filed in writing with the Chief Financial Officer.

### 8.0 EVALUATION and AWARD OF CONTRACT

1. Response evaluation shall be based on the evaluation criteria outlined below,

b) After responses are opened, ESC-10 will check each response for the presence or absence of required information in conformance with the submittal requirements of this response. These submittal requirements are obligatory. If the response fails to meet any requirements to the request for information specifications, such failures will be noted and documented in a formal deficiency report by the purchasing staff. ESC-10 will evaluate each response to assure consistency among the various sections within the request for information. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.

c) Evaluation Criteria: Percentage Weight:

Potential of partnership to serve the learning community

Through responsive, innovative solutions 20%

Meets specifications and client district needs 35%

Cost 15%

Structure for revenue sharing 20%

Vendor Reputation 10%

### 9.0 ACKNOWLEDGEMENT OF ADDENDA:

The offer acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

| Addendum No. |  |  |  |
| --- | --- | --- | --- |
| Date |  |  |  |

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum, delivered to all parties, which ESC-10 shows as having received a copy of the solicitation.

### 10.0 REQUIREMENTS

**(Respond on this Word document or attachments with comparable format)**

Agreements & Documentation

Vendor must submit the following documentation with bid submittal for review:

* Reseller Agreement w/ fixed Region 10 revenue percentages
* End User License Agreement
* K-12 Pricing Schedule (based on size of districts/charters)

Please reply to the following questions:

1. Describe how the proposed solution addresses the following partnership conditions:
   1. Opportunity for revenue sharing with ESC-10
   2. Ability for ESC-10 staff to use the product/solution
   3. Co-branding of marketing materials
   4. Access to technical support, technical assistance and a dedicated account representative for ESC-10 staff and subscribing schools
   5. Roles of each partner, including but not limited to marketing, sales, implementation, training, and support.
2. What is your company profile? A description of the company including the number of individual SOCs and where they were located (are they in the US?), how long your company has been in business, etc.
3. Do you use your own technology, third party products or a combination for service delivery? Describe the technologies, products and tools used to deliver each of the proposed services.
4. Are you able to accept feeds from security devices, network devices, applications, endpoints and databases?
5. Describe your process for identifying the security relevant events from these feeds.
6. What are your analytic and correlation capabilities? Describe the continuum from automated processing through human validation and identify the hand-off between the two.
7. Can you analyze and correlate data to identify security events and classify events according to severity?
8. Can you correlate events by identity (user)?
9. Describe how you detect threats. Do you use signatures, behavioral analysis, anomaly detection, volume analysis or malicious host detection?
10. Do you have critical incident response services? If so, describe the different types/tiers of service available.
11. Describe your reporting capabilities. Be sure to provide example screenshots of the portal UI for the proposed services.
12. Describe your implementation services, including your normalization and tuning process.
13. What resources will you need from us during implementation and throughout the contract?
14. Please describe any optional services.
15. Please provide an example of how your services detected and addressed a recent security incident.
16. Explain how you use external data such as threat intelligence feeds to analyze potential threats to our potential environment and describe what access to this data we will have.
17. Explain your ability to analyze this data to identify when you observe changes in behavior of users or systems and how this represents risk to our environment.
18. Explain your methodology for reducing false positives and false negatives and for classifying security-related events that represent a risk to us.
19. Explain the expected working relationship, roles and responsibilities between your SOC’s security staff and our internal security operations staff.
20. What process will determine if a change is within the original scope of the supplied technology or a new feature? How will the resulting change in costs be determined?
21. How will our private data be governed and protected in transit between our network and yours?
22. Provide examples of how your company has met specific regulatory or statutory requirements in regards to FERPA, COPPA as well as PCI and HIPAA.

# REGION 10 ESC PROPOSER/VENDOR CERTIFICATION FORMS

## REQUIRED CONTRACT PROVISIONS FOR NON‐FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Region 10 ESC for any contract resulting from this procurement process.

The Region 10 ESC is the subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non‐Federal entity, all contracts made by the non‐Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 10 ESC,

Region 10 ESC reserves all rights and privileges under the applicable laws and regulations

with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES\_\_\_\_\_\_\_

Initials of Authorized Representative of Vendor

1. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Region 10 ESC, Region 10 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Region 10 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region 10 ESC believes, in its sole discretion that it is in the best interest of Region 10 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region 10 ESC as of the termination date if the contract is terminated for convenience of Region 10 ESC. Any award under this procurement process is not exclusive and Region 10 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of Region 10 ESC.

Does vendor agree to abide by the above?

YES Initials of Authorized Representative of Vendor

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60‐ 1.3 must include the equal opportunity clause provided under 41 CFR 60‐1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964‐1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Region 10 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES

Initials of Authorized Representative of Vendor

1. Davis‐Bacon Act, as amended (40 U.S.C. 3141‐3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non‐Federal entities must include a provision for compliance with the Davis‐Bacon Act (40 U.S.C. 3141‐3144, and 3146‐ 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non‐ Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non‐Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti‐Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non‐Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Region 10 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis‐Bacon Act provisions.

Does vendor agree? YES Initials of Authorized Representative of Vendor

1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701‐3708). Where applicable, all contracts awarded by the non‐Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES

Initials of Authorized Representative of Vendor

1. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES

Initials of Authorized Representative of Vendor

1. Clean Air Act (42 U.S.C. 7401‐7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251‐1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non‐Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401‐7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251‐ 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES

Initials of Authorized Representative of Vendor

1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Region 10 ESC, the vendor certifies that

during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES

Initials of Authorized Representative of Vendor

1. Byrd Anti‐Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non‐Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non‐Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti‐Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

* 1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form‐LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub‐awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES­­­­ \_\_\_\_\_ Initials of Authorized Representative of Vendor

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH

## FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Region 10 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in2CFR§ 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_\_\_\_\_\_\_\_\_ Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Region 10 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub.L.94-163,89 Stat.871).

Does vendor agree?

YES \_\_\_\_\_\_\_\_\_\_ Initials of Authorized Representative of Vendor

## RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company.

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

Texas or Non-Texas Resident

I certify that my company is a **"resident Bidder"**.

I certify that my company qualifies as a **"nonresident Bidder"**.

If you qualify as a **"nonresident Bidder,"** you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Address

## UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?

Yes No If yes, when: \_\_\_\_\_\_\_\_\_\_\_\_\_

## VENDOR PROFILE

Minority/Women Business Enterprise or HUB

Vendor certifies that his/her firm is an M/WBE

Yes No

If yes, circle above certification that applies and list any others: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Enclose copy of certification)

## SIGNATURE PAGE & FELONY NOTIFICATION

Having carefully examined the Request for Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

### FELONY NOTIFICATION

Also, pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is\_\_\_\_\_ /**is not**\_\_\_\_\_ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the

US Government according to Executive Order 12549 titled Debarment and Suspension.

===============================================================================

**NOTE** - Use this form. If necessary to go into details, attach a letter.

Term Discount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exclude Federal and State Taxes.

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The right is reserved to accept or reject

(Must be able to sign contracts to obligate company)

quotation on each item separately or as a whole.

TYPED NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposals received after the time and date specified will not be accepted.

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

PHONE (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Educational Purchasing Cooperative of North Texas (EPCNT)

**Price Sharing**

Education Service Center Region 10 encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Education Service Center Region 10 pricing, terms or conditions in your response.

Approximately 63 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Education Service Center Region 10.

NO, YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Education Service Center Region 10. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than Education Service Center Region 10 will be billed directly to that entity and paid by that entity. Education Service Center Region 10 will not be responsible for another entity’s debts. Each governmental entity will order its own materials/services as needed.

**Signature below authorizes EPCNT participation for this offer by the responding vendor.**

Signature

Printed Name

Company Name Date

## House Bill 89 and Senate Bill 252 Verification

The 2017 Texas Legislature enacted House Bill 89 (codified in chapter 2270 of the Texas Government Code) and Senate Bill 252 (amends Chapter 2252 of the Texas Government Code to add Subchapter F). As of September 1, 2017, state law requires written verification (per the statement below) by a for-profit company before a local government (city, school district, special district, etc.) may enter into a contract with the company for goods or services.

**STATEMENT:**

***Contractor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies (***[**https://comptroller.texas.gov**](https://comptroller.texas.gov)***) known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of the Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.***

*--------------------------------------------------------------------------------------------------------------------------------------*

**Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Company’s Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

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**VERIFICATION**

**STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BEFORE ME the undersigned authority, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ appeared on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company), who did verify that the above Statement is true.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_