



REQUEST FOR PROPOSAL #R10-1183 FOR: Cloud Solutions and Related Services

November 7, 2025

Section One:

Part A – Introduction & Scope

Part B – Instructions to Respondents

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REQUEST FOR PROPOSAL FOR Cloud Solutions and Related Services

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



Publication date	11/07/2025
Product or service	Cloud Solutions and Related Services
RFP #	R10-1183
Proposal due date	12/12/2025
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals on behalf of itself and the national Equalis membership for the procurement of Cloud Solutions and Related Services. Responses will be accepted until December 12, 2025 at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Teams meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org at least 24 hours before the deadline for submissions to receive an invitation. The bid opening will begin at 2:00 pm Central Time on December 12, 2025 after all submissions have been received.

In general, cooperative members will reference this RFP when purchasing or "piggybacking" on a contract awarded from this procurement process. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing cooperative.

Faxed, emailed, or mailed 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 proposals must be submitted electronically on the forms provided as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Only responses received by the date and time specified will be considered.

PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration.

The Region 10 ESC Board of Directors may approve awarding this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

Vendors who do not submit a signed contract signature page will be eliminated from consideration.

This RFP consists of three sections and one Excel attachment:

Section One:

- Part A – Introduction and Scope
- Part B – Instruction to Respondents and Award Process

Section Two:

- Proposal Submission, Questionnaire and Required Forms

Section Three:

- Part A – Vendor Contract and General Terms and Conditions
- Attachment A – Equalis Group Administrative Agreement
- Attachment C – State Notices

Attachment B

- Pricing

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MASTER AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for Cloud Solutions and Related Services for use by public agencies supported under this contract ("Members"). Region 10 ESC, as the Lead Agency (as defined in Section Three; Attachment A, Equalis Group Administrative Agreement), has come together with Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

The use of the Master Agreement by any Public Agency is preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program, and by using the Master Agreement, any such Public Agency agrees that it is registered with Equalis Group, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, which can be accessed at <https://equalisgroup.org/member-registration/>, or as otherwise agreed to.. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.

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SECTION ONE: PART A – INTRODUCTION AND SCOPE

1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER

- 1.1. Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, to all other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“Contract”) for the goods or services solicited in this invitation.
- 1.2. Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).
- 1.3. The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10’s intent to:
 - Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
 - Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
 - Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
 - Provide quick and efficient delivery of goods and services.
 - Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
 - Help in assisting customers with use of best business practices.

2. ROLE OF THE EQUALIS GROUP

- 2.1. Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the Member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

3. CUSTOMER SERVICE

- 3.1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
- 3.2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
- 3.3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

4. PRODUCTS AND SERVICES COVERED (SCOPE)

4.1. It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Cloud Solutions and Related Services. Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services where available.

This solicitation seeks comprehensive cloud solutions encompassing infrastructure, platform, and complementary software services. Software-as-a-Service (SaaS) offerings must be integrated with and complementary to Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) solutions. Standalone offerings for SaaS only responses will not be evaluated. Such offerings may include but are not limited to:

- 4.2. Cloud Platform Services: Provisions and support services from Cloud Service Providers (CSPs), delivering scalable and secure cloud infrastructure
- 4.3. Enterprise and Private Cloud Infrastructure: Design, implementation, and management of private cloud infrastructure solutions including hardware, software licenses, support, and maintenance services to architect and build private cloud environments
- 4.4. Hybrid Cloud Integration: Design, implement, and manage hybrid cloud architectures to integrate public, private, and on-premises environments; develop and execute multi-cloud strategies across multiple Cloud Service Providers (CSPs) including cloud-to-cloud integration, data portability, and unified workload
- 4.5. Cloud Migration and Modernization Services: Comprehensive migration services from assessment to execution; modernize and migrate legacy applications to cloud platforms; perform application re-platforming/re-factoring; execute data migration services
- 4.6. Application Development and Deployment: Develop, deploy, and modernize applications for public and private cloud platforms; build cloud native applications leveraging modern frameworks; provide application integration services across cloud environments
- 4.7. Cloud Financial Operations: Cost analysis, monitoring, and optimization services; implement cloud financial governance tools to maximize cloud investments; manage savings plans
- 4.8. Cloud Security and Compliance: Design and implement comprehensive security architectures; deployment and management of backup and data recovery services; security monitoring and threat detection
- 4.9. Professional Advisory Services: Cloud architecture consulting and strategic advisory services; staff augmentation and technical resources; managed services and consulting support
- 4.10. Products, Equipment, consulting and other services: This scope should be read as including all products, equipment, consulting software, services, and any other capability that respondents are able to offer which provides, support or complements the ability for government agencies to manage and monitor their operations.

National Scope: This RFP will be used to establish cooperative contract(s) that will be made available to the national Equalis membership in all 50 states. Respondents are not required to provide national coverage in order to be considered for award: Region 10 ESC may award multiple local and/or regional vendors to cover as much of the national membership as possible.

5. PRICING

- 5.1. **Attachment B:** All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Respondents have the option to propose pricing in all or any of the following.
- 5.2. **Price value and coverage:** Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.
- 5.3. **Auditable Pricing.** It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered for award. Some examples include but are not limited to:
 - Line-item or fixed pricing: In this format, individual products or services are offered at specific contract prices.
 - Percentage Discount from Catalog or Category: In this scenario, the catalog or category used as the price basis must be verifiable through a published or easily accessible price list where agencies can audit to verify they are receiving the correct contract pricing.
 - Labor/Turnkey Installation Pricing: If Respondent wishes to offer services such as installation which require a labor component, labor pricing may be offered as a flat service rate, hourly rate(s), and/or a coefficient offered on a Unit Price Book (UPB). All labor rates must comply with state and local prevailing wage regulations as well as other applicable federal, state, and local laws.
 - Other Discounts or Enhanced Pricing: Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.
 - Other Restrictions and Fees: All other fees or restrictions must be provided. Examples such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction that may be associated with this contract. Fees or restrictions not listed will not be allowed under this contract.
- 5.4. **All products and services must be priced:** All products and additional services/costs such as shipping, installation, delivery, tech support, training,

and other services must be priced. Any service provided free of charge should be listed in order to be included on any resulting contract award.

- 5.5. **Not to Exceed Pricing:** Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Vendor must allow for lower pricing to be available for similar product and service purchases.
- 5.6. **Administrative Fees.** Pricing provided shall include the administrative fee paid to Equalis Group.
- 5.7. **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal.** Cost Plus can be defined as adding a percentage markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered.

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SECTION ONE: PART B – INSTRUCTION TO RESPONDENTS AND AWARD PROCESS

6. SUBMISSION FORMAT AND COMMUNICATION

- 6.1. It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.
- 6.2. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.
 - Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the Members and to waive any informality in the proposal process. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.
 - Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Section Two, Proposal Form #19).
- 6.3. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed except where specifically requested in the RFP. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee. Vendors are solely responsible for ensuring that any links included in their response are valid and accurate. Region 10 ESC is not required to offer vendors the chance to fix broken or faulty links in their response after proposal submission.
- 6.4. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals submitted after the submittal time and deadline will be considered.
- 6.5. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in the [Bonfire procurement application](#). All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way

excuse the responsive Respondent of the obligations set forth in this invitation.

6.6. Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:

Equalis Group: During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

- The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.
- Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:
 - Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
 - Communications between any director and any member of a selection or evaluation committee; and
 - Communications between any director and administrator or employee.
- The communications prohibition shall not apply to the following:
 - Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
 - Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is

under consideration and the Vendor has been invited to present to the Board

- Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives. Communication with any employee of Equalis Group

7. ADDENDA

- 7.1. If required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

8. CALENDAR OF EVENTS

Event	Date:
Issue RFP	11/07/2025
Deadline for questions	12/04/2025
Issue Addendum/a (if required)	12/05/2025
Proposal Due Date	12/12/2025
Approval from Region 10 ESC	02/19/2026
Contract Effective Date	03/01/2026

9. CONDITIONS OF SUBMITTING PROPOSALS

- 9.1. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.
- 9.2. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.
 - No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.
- 9.3. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

- 9.4. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- 9.5. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.
 - References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- 9.6. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.
 - However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
- 9.7. **Deviations and Exceptions:** Deviations or exceptions from the Scope stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a respondent's complete line of products and services, when possible.
- 9.8. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee counter-signs the Vendor Contract Signature Form. **The prospective vendor must submit a signed Vendor**

Signature Form with the response, thus eliminating the need for a formal signing process after award.

9.9. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is estimated to be over \$100 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

9.10. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. To assure any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC. A multiple award shall be limited to the least number of vendors Region 10 ESC in its sole discretion determines to be necessary to meet the requirements of the Equalis membership.

9.11. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating Members. Region 10 ESC and participating Members reserve the right to obtain like goods and services from other sources.

10. AWARD PROCESS

10.1. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to Member, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on statistically representative criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

10.2. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

- Products/Pricing (30 Points)
 - Coverage of products and services
 - Ability of offered products and services to meet the needs requested in the scope
 - Competitive pricing for all available products and services, including warranties if applicable
 - Ability of Customers to verify that they received contract pricing
 - Payment methods

- Other factors relevant to this section as submitted by the Respondent
- Performance Capability (25 Points)
 - Product and service features and capabilities
 - Customer implementation and project management
 - Maintenance services and staff qualifications
 - Integration with other platforms
 - Quality control and compliance
 - Customer service/problem resolution
 - Financial condition of vendor
 - Other factors relevant to this section as submitted by the Respondent
- Qualification and Experience (25 Points)
 - Respondent reputation in the marketplace
 - Past relationship with Region 10 ESC and/or Region 10 ESC members
 - Experience and qualification of key employees
 - Past experience working with the public sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
 - Minimum of 5 public sector customer references relating to the products and services within this RFP
 - Company profile and capabilities
 - Exhibited understanding of cooperative purchasing
 - Certifications in the Industry
 - Other factors relevant to this section as submitted by the Respondent
- Security and Data Protection (10 Points)
 - Security monitoring
 - Data collection and transmission
 - Subprocessors
- Commitment to Service Equalis Group Members (10 Points)
 - Marketing plan and capability
 - Ability to manage a cooperative contract
 - Commitment to supporting agencies to utilize the contract
 - Other factors relevant to this section as submitted by the Respondent

10.3. Competitive Range

- It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

10.4. Evaluation Committee

- A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors

outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

10.5. Past Performance

- A vendor's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer. Other evaluation criteria notwithstanding, Region 10 ESC reserves the right to disqualify respondents based on past experience alone.

11. TAXES

- 11.1. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.

12. PROTEST OF NON-AWARD

- 12.1. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Mr. Clint Pechacek at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

13. NON-COLLUSION, EMPLOYMENT AND SERVICES

- 13.1. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:
 - It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex,

national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

14. LIMITATION OF LIABILITY

- 14.1. **WAIVER:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ADMINISTRATORS OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.
- 14.2. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.