



## RFP 19.19

### Pender's Music Company Supplier Response

#### Event Information

Number: RFP 19.19  
Title: MUSICAL INSTRUMENTS, SUPPLIES, REPAIRS  
Type: Request for Proposal  
Issue Date: 5/16/2019  
Deadline: 6/7/2019 05:00 PM (CT)  
Notes: The Educational Purchasing Interlocal Cooperative at Region 6 (EPIC6) seeks proposals for **MUSICAL INSTRUMENTS, SUPPLIES, REPAIRS** on an "as needed" basis for the period of July 1, 2019 thru June 30, 2020 with an option to renew annually for an additional two (2) years if agreed upon by EPIC6 and the vendor. This Request for Proposal (RFP) is solicited on behalf of EPIC6 Purchasing Coop and its members. Awarded vendor(s) must agree to extend contract pricing and terms to all members, current and future, as agreed to by the Cooperative in this contract. Volumes and quantities that will be purchased are unknown. Cooperative members are not required to purchase from awarded vendors. In the event the vendor does not offer a discount or vendor's posted prices are discounted, notation of "0% discount" should be noted. Failure to enter a number for the discount shall be interpreted as a 0% discount. EPIC6 will be awarding this contract on a multi-vendor basis, so as to best serve the needs of its Cooperative members. EPIC6 seeks to award responsive, responsible proposals that score the minimum evaluation score of 80 points thus allowing the Cooperative members access to vendors that best meet their needs based on factors including, but not limited to, price, availability, and delivery. Awards resulting from this solicitation will designate the vendor(s) as an "approved vendor(s)" with the Cooperative and its members. Any reference within the following pages of this document to bid, Request

for Proposal (RFP), Competitive Sealed Proposal (CSP) could be technically inaccurate but should still be construed to mean and are used interchangeably as the designated legal methods of procurement listed at TEC 44.031(a)(3). This is a Request for Proposals as defined in Texas Education Code Chapter 44.

**If vendor has been awarded on RFP 19.18 or RFP 19.17 and responded "I concur" on the EPIC6 Contract Renewal Letter, there is no need to submit a proposal unless there are changes.**

## **Contact Information**

Contact: Matthew Reddoch  
Address: 3332 Montgomery Road  
Purchasing  
Huntsville, TX 77340  
Phone: (936) 435-8288  
Fax: (936) 435-8463  
Email: epic6-info@esc.net

## Pender's Music Company Information

Contact: Richard Gore  
Address: 314 S Elm St  
Denton, TX 76201  
Phone: (940) 382-7124  
Fax: (800) 772-8404  
Toll Free: (800) 772-5918  
Email: richardg@penders.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Richard Gore

*Signature*

*Submitted at 5/16/2019 4:16:14 PM*

richardg@penders.com

*Email*

## Bid Attributes

### 1 BID CONTACT NAME

LIST THE NAME OF THE PERSON WHO SUBMITTED THIS BID.

Richard Gore

### 2 BID CONTACT ADDRESS

LIST PHYSICAL ADDRESS OF PERSON SUBMITTING BID. THIS EMAIL WILL BE USED FOR ANY QUESTIONS CONCERNING THIS SUBMISSION.

314 S. Elm St., Denton, TX 76201

### 3 BID CONTACT PHONE NUMBER

PLEASE LIST PHONE NUMBER OF PERSON WHO SUBMITTED BID. INCLUDE AREA CODE. LIST DIRECT LINE, IF POSSIBLE.

800 772-5918

### 4 BID EMAIL ADDRESS

LIST EMAIL ADDRESS OF PERSON SUBMITTING BID. THIS EMAIL WILL BE USED FOR ANY QUESTIONS CONCERNING THIS BID SUBMISSION.

richardg@penders.com

### 5 BID NOTIFICATION

HOW WERE YOU NOTIFIED OF THIS BID? (EXAMPLE: NEWSPAPER AD, E-MAIL FROM ESC6 e-MARKETPLACE, COMMERCIAL BID WEBSITE (PLEASE SPECIFY NAME OF SITE), ETC.)

e-mail

**6 SAMPLE EPIC6 CONTRACT**

I HAVE FAMILIARIZED MYSELF WITH THE SAMPLE OF THE EPIC6 FORMAL CONTRACT INCLUDED IN THIS RFP AND AGREE TO ALL TERMS AND CONDITIONS NOTED IN THE SAMPLE CONTRACT. IN ADDITION, IT IS UNDERSTOOD THAT IF MY COMPANY IS AWARDED A CONTRACT FOR THIS RFP, A FORMAL CONTRACT WILL BE SENT FOR REQUIRED SIGNATURES.

☐ I UNDERSTAND

**7 EPIC-6 COOPERATIVE MEMBER LIST**

I CERTIFY THAT I ACCEPT THE EPIC-6 COOPERATIVE MEMBER LIST AND POTENTIAL ADDITIONAL MEMBERSHIP..

☐ YES

**8 EVALUATION CRITERIA**

PROPOSERS SCORING 80% OR ABOVE WILL BE CONSIDERED FOR A CONTRACT AWARD.

THE FOLLOWING IS THE EVALUATION CRITERIA ASSIGNED TO THIS RFP:

1. Purchase Price: (30) point weight per prices as determined by EPIC6 on a variety of randomly selected items.
2. The reputation of the vendor and of the vendor's goods or services; (1) point weight. Based on references or other information known to EPIC6
3. The quality of the vendor's goods or services; (28) point weight. This will also include vendor's electronic on-line catalog access and alternatives for those members with no electronic access.
4. The total long-term cost to the district to acquire the vendor's goods or services; (1) point weight (example: considers cost of training, changes, programing, and other soft costs)
5. Extent to which the Goods or Services meet the Needs: (29) point weight. The extent to which goods and services meet EPIC6/EPIC6 member needs.
6. Vendor's Past Relationship : (10) point weight – Vendor's past relationship with EPIC6/EPIC6 members. Only experience within the past 5 years will be evaluated unless otherwise specified. No past relationship is 5 points and a good relationship is 6 to 10 points and a poor relationship is 0 to 4 points
7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: (0) point weight – There are no laws that apply to this procurement so it has been officially considered and no weight is assigned.
8. Residency: for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:  
(A) has its principal place of business in this state; or  
(B) employs at least 500 persons in this state;  
(1) point weight

☐ I UNDERSTAND

## 9 GENERAL PURCHASING REQUIREMENTS

GENERAL REQUIREMENTS APPLY TO ALL PURCHASES. HOWEVER, THESE MAY BE SUPERSEDED, IN WHOLE OR IN PART, BY THE SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, OR OTHER DATA CONTAINED HEREIN. Read this entire document carefully. Follow all instructions. Vendor is responsible for fulfilling all requirements and specifications.

1. **SUPPLEMENTAL MATERIALS** Seller is responsible for including all pertinent product data in the returned proposal/bid packet or an active link to access. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid/proposal package and any other pertinent information that may affect the evaluation and award should be included. Materials such as legal documents and contractual agreements, which the Seller wishes to include as a condition of the bid/proposal, must also be included in the submitted packet. Failure to include all necessary and proper supplemental materials may be cause to reject the entire packet.

2. **INSTALLATION** When installation is specified in the packet, the Seller shall provide the following services and meet or exceed the requirements at no additional cost above the initial proposal/bid price on machinery or furniture:

- a. Provide transportation of the items to physical destination as noted in packet.
- b. Deliver items to proper location at physical destination.
- c. Complete assembly and adjustments by trained installation mechanic.
- d. Remove all packing/shipping materials. All materials, equipment, and labor necessary to fully assemble furniture or machinery must be provided by Seller. Machinery must be made ready for electrical and/or fluid service connection. Following proper connection, machine must be tested and deemed acceptable by both the Seller and the Buyer.

3. **WARRANTY - PRODUCT** Seller shall not limit or exclude any implied or express warranties. Any attempt to do so shall render this contract null and void at the option of the Buyer. Seller warrants that:

- a. The goods to be delivered hereunder shall be in full conformity to the specifications, drawings, and descriptions listed in the packet, and to the sample(s) furnished by Seller, if any. Further, it is agreed that this warranty shall survive acceptance of delivery and payment for the goods and that the Seller agrees to bear the cost of inspecting and/or testing all goods rejected.
- b. That the goods to be delivered hereunder will not infringe on any valid patent, trademark, trade-name, or copyright, and that the Seller will, at no expense to the Buyer, defend any and all actions or suits charging such infringement against the Buyer, its agents and/or employees, in the event of any action or suit.
- c. That the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and Local laws, ordinances, statutes, regulations, and/or policies.
- d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Buyer.
- e. In event of conflict between specifications, drawings, and descriptions, the specifications shall govern.

4. **SAFETY – WARRANTY** Seller warrants that the product sold to Buyer shall conform to the standard promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. The "Hazardous Communications Act", commonly known as the "Texas Right to Know Act", states that a Seller must provide to the Buyer, with each delivery, material safety data sheets as is applicable to hazardous substances defined in the Act.

5. **RIGHT OF INSPECTION** Buyer shall have the right to inspect the goods at delivery point before accepting them. The Buyer reserves the right to:

- a. Inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality.
- b. Reject articles shipped contrary to instructions or in containers which do not meet recognized standards.
- c. The Buyer may return rejected articles or excess merchandise (or may hold the articles subject to the Seller's order) and may, at Seller's risk and expense, in either event, charge Seller with the cost of shipping, unpacking, inspecting, re-packing, re-shipping, and other like expenses. The Buyer also reserves the right to requirements and needs of the Buyer.

6. **MODIFICATIONS** This contract can be modified or rescinded only by a written document signed by both parties or their duly-authorized agents.

7. **APPLICABLE LAW** This agreement shall be governed by the laws of the State of Texas without regard for any conflict of laws provisions and the Uniform Commercial Code.. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the laws of the State of Texas without regard to any conflict of laws provisions and the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

8. **CHOICE OF LAW / VENUE** Both parties agree that the venue for litigation arising from this contract between EPIC6 and the proposer shall be in Huntsville, Walker County, Texas. Venue for litigation arising from this contract with an EPIC6 member shall lie in the county and state of the member.

9. **SEVERABILITY** If any section, subsection, paragraph, sentence, clause phrase, or word of these specifications shall be held invalid, such holding shall not affect the remaining portions of these specifications and it is hereby declared that such remaining portions would have been included in these specifications as though the invalid portion had been omitted.

10. **HOLD HARMLESS** Seller shall indemnify and hold Education Service Center, Region 6, EPIC6, and any EPIC6 member harmless for all claims of personal injury, death, and or property damage rising from any and all causes whatsoever, resulting directly or indirectly from Seller's performance. Seller shall procure and maintain, in respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, vehicle, public liability and property damage with adequate limits to cover Seller's liability as may arise directly or indirectly from work performed under terms of this solicitation. Where deemed appropriate by the Buyer, the limits of coverage will be included in the Special Instructions/Specifications. Certification of such coverage must be provided to the Buyer upon request. The Buyer and the awarded vendor may negotiate additional insurance requirements at their

pleasure. 11. WAIVER OF SUBROGATION By virtue of submitting a proposal for this solicitation or acceptance of this contract, both Seller and insurance carrier waive any rights whatsoever with regard to subrogation against Education Service Center, Region 6 or its members as an indirect party to any suit arising out of personal or property damage resulting from Seller's performance under this contract. 12 AWARD Action on all proposals shall be taken within ninety (90) calendar days from the date and time of opening of proposals/bids or as otherwise provided by applicable law and the price must remain firm for this period of time. The Seller whose offer is accepted shall execute the contract, if one is required, and all related documents within ten (10) days after presentation of the contract for signature or as otherwise agreed by the parties. The contract shall be deemed to be executed by the Seller when one (1) copy of the contract and related documents signed by an authorized officer of the Seller are received by the EPIC6 Purchasing Cooperative or member Buyer. Failure to execute the contract and related documents within the time specified may constitute a breach of this Agreement affecting the acceptance of the offer. Buyer reserves the right to award this contract in accordance with the laws of the State of Texas, to reject any or all proposals/bids, to waive any proposal/bid irregularities, and to accept any proposal/bid deemed to be in the best interest of the Buyer. 13. NONAPPROPRIATION OF FUNDS This agreement is subject to the appropriation of funds by ESC, Region 6 or its Texas members in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this agreement for that fiscal year. The obligations for ESC, Region 6 or its Texas members pursuant to this agreement in effect shall constitute a current expense of ESC, Region 6 or its Texas members for that fiscal year only, and shall not constitute an indebtedness of ESC, Region 6 or its Texas members beyond that fiscal year. Nothing contained herein shall constitute a pledge by ESC, Region 6 or its Texas members of any taxes or monies other than monies lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated. The requirements in this section entitled "NONAPPROPRIATION OF FUNDS" is per Texas statute and not negotiable by either the ESC Region 6 or its Texas members.

☐ I AGREE

**10 CERTIFICATION OF TERMS AND CONDITIONS**

I CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS.

☐ YES

**11 RESIDENCE CERTIFICATION PART 1**

IS YOUR PRIMARY PLACE OF BUSINESS IN THE STATE OF TEXAS?

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the EPIC6 to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

(3) Non-resident bidder' refers to a person who is not a resident.

(4) Resident bidder's refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

☐ Yes

**12 RESIDENCE CERTIFICATION PART 2**

1. If NOT a resident company of the State of Texas, does your company employ 500 or more people within the State of Texas?

2. Include the name of city and state that your principal place of business is located.

☐ N/A

1  
3**DISCOUNT OFFERED BY VENDOR**

VENDOR MUST LIST PERCENTAGE DISCOUNT OR RANGE OF PERCENTAGE DISCOUNT BEING OFFERED. IN THE EVENT THAT VENDOR CATALOG, SHELF- OR ON-LINE PRICING REFLECTS CURRENT DISCOUNTED PRICES AND NO ADDITIONAL DISCOUNT IS OFFERED, VENDOR SHOULD MAKE NOTATION OF "0% DISCOUNT, CURRENT PRICING REFLECTS DISCOUNTS." ALSO INCLUDE EXPLANATION OF ANY QUANTITY DISCOUNTS OR SPECIAL PRICING. FAILURE TO ENTER A NUMBER FOR THE DISCOUNT SHALL BE INTERPRETED AS A 0% DISCOUNT.

1  
4**MINIMUM ORDER RESTRICTIONS**

DOES YOUR COMPANY REQUIRE A MINIMUM ORDER? IF SO, PLEASE SPECIFY. IF A MINIMUM ORDER IS NOT REQUIRED, PLEASE RESPOND "NO". IN ADDITION, PLEASE SPECIFY ANY ADDITIONAL CHARGE FOR ORDERS RECEIVED FOR LESS THAN THE MINIMUM AMOUNT.

1  
5**RESTOCKING FEE**

DOES YOUR COMPANY CHARGE A RESTOCKING FEE ON RETURNED ITEMS? IF SO, PLEASE SPECIFY. IF NOT, PLEASE RESPOND "NO".

1  
6**DELIVERY**

DELIVERY OF ITEMS PURCHASED IS TYPICALLY NO MORE THAN \_\_\_\_\_ WORKING DAYS AFTER RECEIPT OF COOP MEMBER DISTRICT AUTHORIZED ORDER.

1  
7**SUBMISSION INFORMATION**

LIST E-MAIL ADDRESS FOR EPIC6/EPIC6 MEMBER PURCHASE ORDER SUBMISSIONS. IF E-MAIL ADDRESS NOT AVAILABLE, LIST WEBSITE OR LINK LOCATION WHERE PURCHASE ORDERS MAY BE SUBMITTED. PURCHASE ORDERS WILL NOT BE MAILED VIA THE POSTAL SERVICE.

1  
8**CONTRACT PRICING NOTATION**

IF VENDOR REQUIRES A REFERENCE NUMBER OR SPECIAL NOTATION ON THE PURCHASE ORDER TO ASSURE CONTRACT PRICING, PLEASE LIST. IF NONE REQUIRED, PLEASE RESPOND WITH "N/A".

1  
9**AUTHORIZED PROPOSER**

I certify that I am authorized to answer the questions in this section entitled, "Required Federal contract provisions of Federal Regulations for Contracts for contracts with Educational Purchasing Interlocal Cooperative Region 6 (EPIC6) for the proposing company.

2  
0**NON-COLLUSION AND NON-DISCRIMINATION**

I certify that the accompanying bid: 1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards. 2. During the performance of any contracted awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. 3. The Seller, in all solicitations and advertisements for employees placed by, or on behalf of, the Seller, will state that such Seller is an equal opportunity employer. 4. Notices, advertisements, and solicitations placed in accordance with Federal Law, rule, or regulation, shall be deemed sufficient for the purpose of meeting the requirements of this section. 5. The Seller shall require the provisions of the foregoing paragraphs 2,3, and 4 of every subcontract or paid over \$ 10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

2  
1**CERTIFICATION REGARDING DEBARMENT**

I CERTIFY THAT OUR COMPANY NOR ITS PRINCIPALS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDING FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL GOVERNMENT OR AGENCY. THIS CERTIFICATION IS REQUIRED BY 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." SAM EXCLUSIONS CONTAINS THE NAMES OF PARTIES DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED BY AGENCIES, AS WELL AS PARTIES DECLARED INELIGIBLE UNDER STATUTORY AND REGULATORY AUTHORITY OTHER THAN EXECUTIVE ORDER 12549. IF THE ANSWER IS NO, PLEASE RESPOND "NO". IF RESPONSE IS YES, PLEASE RESPOND "YES" AND INCLUDE COMPLETE EXPLANATION.

2  
2**FELONY CONVICTION NOTIFICATION**

I CERTIFY THAT THE INFORMATION CONCERNING NOTIFICATION OF FELONY CONVICTION HAS BEEN REVIEWED BY ME AND THE INFORMATION FURNISHED IS TRUE TO THE BEST OF MY KNOWLEDGE. STATE OF TEXAS LEGISLATIVE SENATE BILL NO.1, SECTION 44.034, NOTIFICATION OF CRIMINAL HISTORY, SUBSECTION (A), STATES "A PERSON OR BUSINESS ENTITY THAT ENTERS INTO A CONTRACT WITH A SCHOOL DISTRICT MUST GIVE ADVANCE NOTICE TO THE DISTRICT IF THE PERSON, OWNER, OR OPERATOR OF THE BUSINESS ENTITY HAS BEEN CONVICTED OF A FELONY". THE NOTICE MUST INCLUDE A GENERAL DESCRIPTION OF THE CONDUCT RESULTING IN THE CONVICTION OF A FELONY. SUBSECTION (B) STATES, " A SCHOOL DISTRICT MAY TERMINATE A CONTRACT WITH A PERSON OR BUSINESS ENTITY IF THE DISTRICT DETERMINES THAT THE PERSON OR BUSINESS ENTITY FAILED TO GIVE NOTICE AS REQUIRED BY SUBSECTION (A) OR MISREPRESENTED THE CONDUCT RESULTING IN THE CONVICTION". THE DISTRICT MUST COMPENSATE THE PERSON OR BUSINESS ENTITY FOR SERVICES PERFORMED BEFORE THE TERMINATION OF THE CONTRACT. THIS NOTICE IS NOT APPLICABLE OF A PUBLICLY-HELD CORPORATION.

2  
3**FELONY CONVICTION NOTIFICATION - GENERAL DESCRIPTION**

PLEASE PROVIDE A GENERAL DESCRIPTION/DETAILS OF THE FELONY CONVICTION IF YOU HAVE INDICATED ON THE PREVIOUS QUESTION THAT THE OWNER/OPERATOR HAS BEEN CONVICTED OF A FELONY.



**2  
4** **ANTITRUST CERTIFICATION STATEMENTS**

I AFFIRM UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF TEXAS THAT:

1. I AM DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON MY OWN BEHALF OR ON THE BEHALF OF THE COMPANY, CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL (COMPANY) LISTED.
2. IN CONNECTION WITH THIS PROPOSAL, NEITHER I NOR ANY REPRESENTATIVE OF THE COMPANY HAS VIOLATED ANY PROVISION OF THE TEXAS FREE ENTERPRISE AND ANTITRUST ACT, TEX. BUS. & COMM. CODE CHAPTER 15;
3. IN CONNECTION WITH THIS PROPOSAL, NEITHER I NOR ANY REPRESENTATIVE OF THE COMPANY HAS VIOLATED ANY FEDERAL ANTITRUST LAWS; AND
4. NEITHER I NOR ANY REPRESENTATIVE OF THE COMPANY HAS DIRECTLY OR INDIRECTLY COMMUNICATED ANY OF THE CONTENTS OF THIS PROPOSAL TO A COMPETITOR OF THE COMPANY OR ANY OTHER COMPANY, CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL ENGAGED IN THE SAME LINE OF BUSINESS AS THE COMPANY.

☐ I AGREE

**2  
5** **DEVIATIONS, INCLUSIONS, AND EXCLUSIONS**

WHAT DEVIATIONS, INCLUSIONS, OR EXCLUSIONS IS YOUR COMPANY CLAIMING? IF NONE, PLEASE RESPOND "NONE".

**2  
6** **SUBSIDIARIES**

PLEASE LIST ALL SUBSIDIARIES OR OTHER INCLUDED COMPANIES OF YOUR COMPANY THAT WILL BE INCLUDED IN THIS BID SUBMISSION. IF NO SUBSIDIARIES, PLEASE RESPOND "NONE".

**2  
7** **A. THRESHOLD**

(A) 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.

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by EPIC6 or any EPIC6 member, EPIC6/EPIC6 member 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.

Mandatory -Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree?

☐ I AGREE

**2  
8** **B. TERMINATION FOR CAUSE**

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 EPIC6 or any EPIC6 member, EPIC6/EPIC6 member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. EPIC6/EPIC6 member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of EPIC6/EPIC6 member. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Mandatory -Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree?

☐ I AGREE

29

**G. CLEAN AIR ACT**

(G) 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 EPIC6/EPIC6 member, EPIC6/EPIC6 member requires that the proposer certify that during the term of an award by EPIC6/EPIC6 member resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify?

30

**I. BYRD ANTI-LOBBYING AMENDMENT**

(I) 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 EPIC6/EPIC6 member, EPIC6/EPIC6 member requires the proposer certify that during the term and after the awarded term of an award by EPIC6/EPIC6 member resulting from this procurement process the vendor certifies to the terms included or referenced therein

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify?

31

**FEDERAL RULE COMPLIANCE**

Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal immediately above, when federal funds are expended by EPIC6/EPIC6 member, EPIC6/EPIC6 member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify?

32

**FEDERAL RULE (13)**

Federal Rule (13) 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 (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by EPIC6/EPIC6 member, EPIC6/EPIC6 member requires proposer certify that during the term of an award by EPIC6/EPIC6 member resulting for this procurement process 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 (Pub. L. 94-163, 89 Stat. 871).

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify?

3  
3**SECTION 6002 - SOLID WASTE DISPOSAL**

2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does your company comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act?

3  
4**SUBCONTRACTING**

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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5**SUBCONTRACTING - PART 1**

EPIC6/EPIC6 members anticipates the possibility of using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

Will you be subcontracting any of your work under this award if you are successful?

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6**SUBCONTRACTING - PART 2**

If your response to Part 1 was yes, do you agree to comply with the following federal requirements?

If you answered yes to Part 1, failure to answer yes here will render your proposal non-responsive and it will not be considered.

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### **Certification Regarding Terrorist Organizations and Boycott of Israel**

WHEREAS, the parties hereto hereby agree that the following constitutes additional terms and conditions of the EPIC6 Contract Agreement:

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies 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 (the "Foreign Organization List"). In the event that Contractor is added to the Foreign Organization List at any time during the term of the Agreement, Contractor shall promptly provide notice to EPIC6. EPIC6 may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, that Contractor has been added to the Foreign Organization List. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Related Companies"), currently boycotts Israel, and Contractor agrees that Contractor and Related Companies will not boycott Israel during the term of the Agreement. For purposes of the Agreement, the term "boycott" shall mean 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. The term "boycott" shall not include an action made for ordinary business purposes.

Contractor executes this Certification below.

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### **SPECIAL REQUIREMENTS AND SPECIFICATIONS**

I CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL SPECIAL REQUIREMENTS AND SPECIFICATION, UNLESS NOTED IN THE DEVIATIONS SECTION.