



RFP 3.19

Bay Promo, LLC

Supplier Response

Event Information

Number: RFP 3.19
Title: PROMOTIONAL PRODUCTS
Type: Request for Proposal
Issue Date: 9/28/2018
Deadline: 10/23/2018 11:00 AM (CT)
Notes: Educational Purchasing Interlocal Cooperative Region 6, to be known as EPIC6, seeks proposals for PROMOTIONAL PRODUCTS on an "as needed" basis for the period of November 1, 2018 thru October 31, 2019 with an option to renew annually for an additional two (2) years if agreed upon by EPIC6 and the vendor. Request for proposal is solicited on behalf of EPIC6 Purchasing Cooperative 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 the vendor's posted prices are discounted already, 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. The EPIC6 Purchasing Cooperative 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 EPIC6 Purchasing 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 was awarded on RFP 3.18 and there are no changes, there is no need to submit a proposal.

Contact Information

Contact: Matthew Reddoch
Address: 3332 Montgomery Rd
Business Office
Huntsville, TX 77340
Phone: 936 (435) 8288 x
Fax: 936 (435) 8463 x
Email: mreddoch@esc6.net

Bay Promo, LLC Information

Contact: Humberto Arguello
Address: 5039 CACTUS NEEDLE LANE, WESLEY CHAPEL, FL 33544
Tampa, FL 33544
Phone: (813) 428-4921
Fax: (800) 410-4718
Email: bids@baypromo.net

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

HUMBERTO ARGUELLO

Signature

Submitted at 10/23/2018 9:15:23 AM

HARGUELLO@BAYPROMO.NET

Email

Requested Attachments

1295 Form

Form 1295 Certificate 100432650 Completed.pdf

After electronically filing 1295 form, please upload PDF version of executed 1295 form here.

Response Attachments

BROCHURE BAY PROMO[1].pdf

BAY PROMO LLC CORPORATE PROFILE

CATALOGO BAY PROMO.pdf

LIST OF DIGITAL ONLINE CATALOGS

Bid Attributes

1 BID NOTIFICATION

How were you notified of this bid? (Example: Newspaper, e-mail from ESC6 eMarketplace, commercial bid website (please specify name of website))

BIDPRIME

2 BID CONTACT NAME

List the name of the individual(s) who is submitting this response.

HUMBERTO ARGUELLO

3 BID CONTACT ADDRESS

List the email address of individual(s) submitting this proposal. This email will be used for questions concerning the proposal submission (if any).

BIDS@BAYPROMO.NET

4 BID CONTACT PHONE NUMBER

List phone number of individual submitting this proposal. Include area code. List direct phone number if possible.

8134399638

5 AUTHORIZED PROPOSER

I certify that I am authorized to answer all questions in this submission for the proposing company. Respond "yes" or "no".

YES

6 EVALUATION CRITERIA INFORMATION

For your information: PROPOSERS SCORING 80% OR ABOVE WILL BE CONSIDERED FOR A CONTRACT AWARD. The following is the evaluation criteria assigned to this RFP. Please read and respond with "I agree" if accepted. If questions or comments, please specify in box provided.

1. Purchase Price: (30) point weight per discount/prices as determined by EPIC6.
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 online 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 and/or a good relationship is 5 - 10 points. A poor relationship is 0 - 4 points. Please note poor history of vendor paying administrative fee to EPIC6 will also be taken into account.
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 AGREE

7 CERTIFICATION OF TERMS AND CONDITIONS

I certify that I have read, understand, and agree to all Terms and Conditions. (Terms and Conditions is available for download in "attachments") Respond "I certify" or "I do not certify" and specify any questions or comments if any.

I CERTIFY

8 GENERAL PURCHASING REQUIREMENTS

I certify that I have read, understand, and agree to all General Purchasing Requirements. (General Purchasing Requirements is available for download in "attachments") Respond "I certify" or "I do not certify" and specify any questions or comments if any.

I CERTIFY

9 SAMPLE EPIC6 CONTRACT

I have familiarized myself with the "Sample Vendor Contract" provided in RFP attachments. I certify that I have read, understand, and agree to all requirements and specifications, unless as noted in the deviations section. Respond "I certify" or "I do not certify".

I CERTIFY

1 0	EPIC6 PARTICIPATION FEE I understand, as explained in the "Sample Vendor Contract", that there is a 1.5% administrative fee for all sales as defined in the solicitation to EPIC6. I also understand that failure to pay administrative fee will result in termination of contract. I understand
1 1	DEVIATIONS, INCLUSIONS, AND EXCLUSIONS Is your company claiming any deviations, inclusions, or exclusions from the "Sample Vendor Contract" provided? Please specify. If none, please respond "none". NONE
1 2	DISCOUNT OFFERED BY VENDOR Vendor must list percentage discount or range of percentage discount being offered. In the event that vendor catalog, shelf or online pricing reflects current discounted prices and no additional discount is offered, vendor must explain this. Please also include explanation of any quantity discounts or special pricing. Failure to enter information regarding discount information shall be interpreted as a 0% discount. 12-20% DEPENDING ON THE MANUFACTURER/CATEGORY OF MANUFACTURERS
1 3	VENDOR WEBSITE Please list website showing products/services and pricing. If vendor does not have website, please note this in box provided. WWW.BAYPROMO.NET
1 4	CONTRACT PRICING NOTATION If vendor requires a bid reference number or vendor specific notation to be included with each submitted purchase order to assure contract pricing, please list. If none is required, please respond "N/A". N/A
1 5	ORDER SUBMISSION INFORMATION List e-mail address for EPIC6 member purchase order submissions. If e-mail address is not available, list website, fax number, or link location where purchase orders may be submitted. Purchase orders will not be sent via postal service. BIDS@BAYPROMO.NET
1 6	DELIVERY Delivery of items purchased are typically no more than _____ working business days after receipt of EPIC6 Cooperative member's authorized order. 30
1 7	MINIMUM ORDER RESTRICTIONS Does your company require a minimum order? If so, please specify. In addition, please specify any additional charge for orders received for less than the minimum amount. If a minimum order is not required, please respond "no". DEPENDING ON THE ITEM BEING ORDERED THERE IS USUALLY A MINIMUM ORDER QUANTITY REQUIREMENT FOR ALL PRODUCTS.
1 8	RESTOCKING FEE Does your company charge a restocking fee on returned items? If so, please explain. If not, please respond "no". NO

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EPIC6 COOPERATIVE MEMBER INCLUSION

As additional members join EPIC6, my company agrees to accept and extend all contract terms and provisions to those members throughout the contract period. Please respond "yes" or "no".

YES

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SUBSIDIARIES

List all subsidiaries of your company or other companies that will be included in this proposal submission. If none, please respond "none".

NONE

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RESIDENCE CERTIFICATION PART 1

Is your primary place of business in the state of Texas? If so, please respond "yes", if not please respond with "no".
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 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."

NO

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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? ("yes" or "no")

2. If no, include the name of city and state that your principal place of business is located.

IF RESIDENT COMPANY IN THE STATE OF TEXAS, RESPOND "N/A".

NO

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3**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. Respond "I certify" or "I do not certify".

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4**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 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. Response is required. If no felony conviction respond with "I certify my company has no felony conviction". If owner/operator/employee has been convicted of a felony, please provide a general description/details of the felony conviction.

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5**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 1989 COMP.,P.235). "Debarment and Suspensions". 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 the answer is yes please respond "yes" and include complete explanation.

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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?

I CERTIFY

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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?

I CERTIFY

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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 provisions 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 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. Does the vendor so affirm? Please respond "I affirm", or "I do not affirm" and complete explanation.

I AFFIRM

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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

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TERMINATION FOR CAUSE

(B) 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 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

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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?

I CERTIFY

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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?

I CERTIFY

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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? Respond "yes" if you comply, or "no" and explanation.

YES

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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.

RESPOND "YES" OR "NO"

YES

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SUBCONTRACTING - PART 1

EPIC6/EPIC6 members anticipate 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? Respond "yes" or "no".

YES

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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.

IF YOUR RESPONSE TO PART 1 WAS "NO", RESPOND "N/A"

I AGREE

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1295 FORM REQUEST

Copy and paste the following URL into a new tab of your web browser to navigate to the Texas Ethics Commission website. Follow the instructions provided to electronically file a 1295 form (Certificate of Interested Parties). Once completed, please then save PDF version of form, sign, and upload in "Response Attachments" of RFP.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

I certify I have filed electronic 1295 form.