



33.18

**Benchmark Education Company, LLC
Supplier Response**

Event Information

Number: 33.18
Title: CONSULTING AND RELATED SERVICES
Type: Request for Proposal
Issue Date: 6/1/2018
Deadline: 6/21/2018 11:30 AM (CT)
Notes: Educational Purchasing Interlocal Cooperative at Region 6 (EPIC6) seeks proposals for CONSULTING AND OTHER RELATED SERVICES on an "as needed" basis. This solicitation is seeking providers for Consulting Services of all types appropriate for governmental and educational entities, such as (but not limited to): Group Health Insurance Consulting Services, Risk Management Consulting Services, Contracted Academic Services and Related Consultants, Contracted Staff Development Consulting Services, Contracted Special Education Consulting Services, Contracted Fine Arts Consulting Services (judges/accompanists/instruction), Technology Consulting, Energy usage management consulting. Any consulting service that poses a conflict of interest with the sale of products from the consulting company is not appropriate. Services specifically excluded from consideration, due to statutory requirements, are Architecture, Landscape Architecture, Professional Engineering, Accounting, Land Surveying, Medicine, Optometry, Real Estate Appraising, or Professional Nursing. Nothing in this solicitation is requesting services that are considered a public work, construction, renovation retrofit or work of any kind on a building. The pricing format should be on the service unit pricing. Proposals with "Price to be determined" or "On Request" will not be allowed. This will be for the period of July 1, 2018 thru June 30, 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 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.

Contact Information

Contact: Robert Lindemann, CFO
Address: Purchasing
3332 Montgomery Road
Huntsville, TX 77340
Phone: (936) 4358288
Fax: (936) 4358263
Email: epic6-info@esc6.net

Benchmark Education Company, LLC Information

Address: 145 Huguenot Street
New Rochelle, NY 10801
Phone: (914) 637-7244
Fax: (914) 637-7283

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

Nolen Harris

Signature

Submitted at 6/20/2018 8:38:02 AM

nharris@benchmarkeducation.com

Email

Response Attachments

Cover Letter.docx

Cover Letter

Benchmark Education Professional Development Overview.docx

Professional Development Overview

CIQ.pdf

CIQ

W9.pdf

W9

1295.pdf

1295

Benchmark Education References_EPIC6.docx

References

PD Resume- ALL.pdf

PD Resume

Bid Attributes

1 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 from ESC6 e-marketplace

2 BID CONTACT PHONE NUMBER

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

914-560-1266

3 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.

4 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.

5 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?

6 BID CONTACT NAME

LIST THE NAME OF THE PERSON WHO SUBMITTED THIS BID.

7 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.

8 BID EMAIL ADDRESS

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

9 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.

10 EPIC-6 COOPERATIVE MEMBER DISTRICTS

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

1
1**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.

0% discount, prices in catalog are already discounted. www.benchmarkeducation.com

1
2**CERTIFICATION OF TERMS AND CONDITIONS**

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

YES

1
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.

YES

1
4**DEVIATIONS, INCLUSIONS, AND EXCLUSIONS**

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

There is a shipping and handling fee, 10% of subtotals for all orders. No exceptions.

1
5**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.

Minimum order must be \$25

1
6**RESTOCKING FEE**

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

No

1
7**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".

None

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**DELIVERY**

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

2
0**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
1**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
2**EPIC6 DISTRICT MEMBERS**

I CERTIFY THAT I ACCEPT THE EPIC6 DISTRICT MEMBER LIST AND POTENTIAL ADDITIONAL MEMBERSHIP.

2
3**ANTITRUST CERTIFICATION STATEMENTS**

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

2
4**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.

2
5**B. TERMINATION FOR CAUSE**

effected and the basis for settlement. (All contracts in excess of \$10,000)

2
6**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).

2
7**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.

2
8**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)

2
9**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).

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

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

3
1**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.

3
2**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.

3
3**EVALUATION CRITERIA**

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

3
4**RESIDENCE CERTIFICATION PART 1**

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

3
5**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.

3
6**BID CONTACT ADDRESS**

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

3
7**SUBCONTRACTING**

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

3
8**SUBCONTRACTING - PART 2**

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

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.

Contractor hereby certifies this statement.
