



22-7429

Tek84 Inc.

Supplier Response

Event Information

Number: 22-7429
Title: Technology, Hardware, Software, Services and Related (Supplemental) - ESC Region 19 Allied States Cooperative
Type: Request For Proposal
Issue Date: 10/28/2021
Deadline: 11/30/2021 03:00 PM (CT)
Notes: **This solicitation will replace solicitation 16-7210 Technology, Hardware, Software and Related Goods and Services and 17-7231 Library Software. Vendors awarded on solicitations 16-7210 and 17-7231 MUST RESPOND to this solicitation to remain awarded.**

This solicitation is a **supplemental solicitation to 19-7327, 20-7359, and 21-7394. Vendors awarded on 19-7327, 20-7359, and 21-7394 do not need to respond to this solicitation as they are already awarded.** To view the Award Summary documents to see if you are awarded on these solicitations, please go to: <http://www.alliedstatescooperative.com/contracts.php?letter=ALL>.

Contact Information

Contact: Andrea Amiri - Purchasing Agent
Address: 6611 Boeing
El Paso, TX 79925

Phone: (915) 780-5019
Email: aamiri@esc19.net

Tek84 Inc. Information

Contact: Alejandra Liscano
Address: 13495 GREGG ST
POWAY, CA 92064
Phone: (858) 676-5382
Email: alejandra.liscano@tek84.com
Web Address: www.tek84.com

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

Kent E Smart

Signature

Submitted at 11/19/2021 4:33:23 PM

kent.smart@tek84.com

Email

Requested Attachments

Forms

forms.pdf

Download the forms (titled "Forms") from the "Attachments" section, complete the forms and upload them.

Catalog and/or Pricelist

11-18-21 ESC List vs Discount Pricing Final.xlsx

Vendor MUST upload catalog/pricelist or a website where pricing can be located. Failure to provide pricing will be grounds for non-award.

Bid Attributes

1 Term of Contract

The initial base term of the prospective contract is a period of one (1) year with the option to extend another four (4) years annually.

I understand (I understand)

2 Contract Acceptance

By checking this box, vendor hereby proposes and agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the RFP, this contract and vendor proposal. The vendor further certifies that the person submitting the proposal is an officer of the company and has the authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and RFP. This contract is between Allied States Cooperative and the awarded vendor. Vendors and members can add an additional contract or terms and conditions to purchases as long as both parties agree.

I accept (I accept)

3 Contract Extension

This contract will automatically be extended up to the term of the contract at the discretion of Allied States Cooperative. Vendor understands notice must be given to and acknowledged by ASC in writing no later than ninety (90) days prior to expiration of current contract term if vendor does not want to extend the contract. Failure to extend contract may result in suspension from future bidding or vendor award for up to 36 months. It is the responsibility of the vendor to know when the contract will expire. Once a contract has exhausted its term limit and extensions, it will expire. The issuance of a new solicitation is at the discretion of ASC.

I agree (I agree)

4	<p>Terms and Conditions</p> <p>Vendor agrees to all terms and conditions as attached and noted in the Contract and RFP. Deviations to the terms and conditions must be listed on the deviations form and attached with the submittal. Listing exceptions is not an automatic acceptance by ASC and may be grounds for non award.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
5	<p>Forms</p> <p>Vendor agrees to review, complete and upload all required forms attached as applicable.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
6	<p>Pricing</p> <p>All pricing will be effective from contract award date and continue for one (1) year with the option to extend in 12 month increments. Pricing must be held a minimum of one (1) year. Any requests to amend pricing after the initial contract award will be reviewed in line with current market conditions. Requesting to amend pricing does not guarantee acceptance and approval.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
7	<p>Notice of Award</p> <p>Award documentation will be posted on Allied States Cooperative website no later than January 21, 2022, end of day. An award letter will be emailed to awarded vendor(s) by this date.</p> <p>https://www.esc19.net/site/default.aspx?DomainID=178</p>
8	<p>Company Profile</p>
9	<p>Company Name</p> <p>Provide official registered name.</p> <p><input type="text" value="Tek84 Inc."/></p>
10	<p>Company Contact</p> <p>Provide name of person to contact for ordering.</p> <p><input type="text" value="Kent Smart"/></p>
11	<p>Company Address</p> <p>Provide company address to include street, city, state and zip code.</p> <p><input type="text" value="13495 Gregg St, Poway, CA 92064"/></p>
12	<p>Contact Email Address</p> <p>Provide email address for company contact</p> <p><input type="text" value="kent.smart@tek84.com"/></p>
13	<p>Company Phone Number</p> <p>Provide phone number for company contact</p> <p><input type="text" value="(925) 548-4550"/></p>
14	<p>Company Website</p> <p>Provide company website. If no website is available, please respond n/a.</p> <p><input type="text" value="www.tek84.com"/></p>

1 5	<p>Administrative Contact Information</p> <p>Provide name, address, phone number and email address of contact for contract administration including monthly reporting and payment of administrative fees.</p> <p>Alejandra Liscano, Tek 84, 13495 Gregg St., Poway, CA 92064, Ph 619-942-3193, alejandra.liscano@tek84.com</p>
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1 6	<p>Experience</p> <p>Describe vendor experience with school districts and other governmental entities.</p> <p>Offers security surveillance equipment for school districts and other governmental agencies</p>
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1 7	<p>References</p> <p>Provide four (4) educational or related references your company has provided services to during the past 12 months. Cannot use the same agency more than once. Information must have Agency Name, Contact person, person's title, phone number and email address. References will be contacted for scoring and MUST respond. Failure to provide references that will respond will result in non-award. ASC reserves the right to non-award a vendor based on lack of reference responses or low scoring responses. References may not include currently employed ESC Region 19 personnel.</p>
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1 8	<p>Reference #1</p> <p>Jefferson CSO, 5030 Highway 69S, Beaumont, TX 77705, John Shauburger, jshuburger@co.jefferson.tx.us, 409-835-8734</p>
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1 9	<p>Reference #2</p> <p>Denton CSO, 127 North Woodrow Lane, Denton, TX, 76205 , Barry Caver, barry.caver@dentoncounty.gov, (940) 349-1711</p>
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2 0	<p>Reference #3</p> <p>Midland CSO, 400 S Main St, Midland, TX Rebecca Thompson, rthompson@mcounty.gov , 432-638-7707</p>
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2 1	<p>Reference #4</p> <p>Medina CSO, 801 Avenue Y, Hondo, TX Randy Brown, randy.brown@medinacountytexas.org, 830-741-6150</p>
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2 2	<p>Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE)</p> <p>ASC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. Vendor is responsible for pre-qualifying any subcontractors offered as HUB, MWBE and SBE participants. Some ASC members have specific goals for use of HUBs, including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.</p>
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2 3	<p>Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business(HUB) and Small Business (SBE)</p> <p>ASC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. Vendor is responsible for pre-qualifying any subcontractors offered as HUB, MWBE and SBE participants. Some ASC members have specific goals for use of HUBs, including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.</p> <p><input type="checkbox"/> ## (##)</p>
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24 Minority/Women's Business Enterprise – MWBE

If vendor is certified as a Minority/Women's Business Enterprise – MWBE, provide the entity that issued the certification as well as the percentage of vendor's business with WMBE vendors. If vendor is not certified, leave response blank. Proof of certification will be required after bid award.

No response

25 Historically Underutilized Businesses – HUB

If vendor is certified as a Historically Underutilized Businesses – HUB, provide the entity that issued the certification as well as the percentage of vendor's business with HUB vendors. If vendor is not certified, leave response blank. Proof of certification will be required after bid award.

No response

26 Small Business Enterprise – SBE

If vendor is certified as a Small Business Enterprise – SBE, provide the entity that issued the certification as well as the percentage of vendor's business with SBE vendors. If vendor is not certified, leave response blank. Proof of certification will be required after bid award.

No response

27 Principal Place of Business

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, ASC must determine the residency of its vendors. ASC may not award a 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. See TEX. GOV'T. CODE § 2252.003. This requirement does not apply to a contract involving federal funds. "Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE § 2252.001. Provide City and State of Vendor's Principal Place of Business

Nonresident bidder, Place of Business Poway, CA

28 Vendor Questionnaire

29 Number of Employees

Provide the total number of employees working directly for the vendor

63

30 Years in Business

Provide the number of years in business

12

31 Shipping & Handling

Pricing submitted includes all transportation charges (FOB Destination). Separate shipping and handling charges will NOT be paid by ASC or ASC members.

Yes

32 Shipping

Does vendor charge additional fees for expediting services/shipments? Respond Yes or No. If yes, please explain and provide designated contact person for expedites.

We do not offer expedited freight fees

3 3	Distribution Channel Which best describes Vendor's position in the distribution channel: <input type="text" value="Manufacturer Direct"/>
3 4	Products/Services Provided Provide a brief description of the products and/or services you provide. <input type="text" value="Whole Body X Ray Security Equipment"/>
3 5	Pricing/Payment Information
3 6	Pricing/Payment Information In addition to the typical unit pricing furnished herein, Vendor agrees to offer all future product introductions at prices that are proportionate to the contract price(s). <input type="text" value="Yes"/>
3 7	Payment Terms & Conditions ASC requires vendors accept member purchase orders. Most ASC members have a standard N30 payment term. Provide information if vendor provides a discount for early payment. <input type="text" value="No discount for early payment"/>
3 8	Pricing/Payment Information - Administrative Fees Pricing submitted includes the required ASC Administrative Fee and vendor agrees to remit the 2% fee monthly. In addition, sales must be reported monthly via the Monthly Report Sheet sent to ascaccounting@esc19.net. Monthly Report Sheet must be completed in entirety and include the member purchase order number for all sales. A copy of the member purchase order must be included with the Monthly Report Sheet. Failure to provide monthly reporting regardless of sale as well as failure to provide monthly payment may be grounds for contract termination. <input type="text" value="Yes"/>
3 9	Bid Use This bid will be for use by ESC Region 19 and its ESC Purchasing Cooperative members as well as any other members that join during the contract period. Will the vendor agree to service other members throughout the period of the contract performance? Respond Yes or No. If No, please explain. <input type="text" value="Yes"/>
4 0	Areas Served Indicate which states vendor is licensed and willing to service. Vendor can also indicate only certain cities, counties or areas. By indicating an area, vendor agrees to honor pricing and product(s)/service(s) for all members located in that area. <input type="text" value="All 50 states"/>
4 1	Cooperatives List any other cooperative contracts currently held by Vendor. Provide cooperative name, percent discount offered and contract expiration date. If none, state n/a. <input type="text" value="NCSA ~30% , 3/15/2022"/>
4 2	Solicitation Terms and Conditions

4 3	Financial Information Vendor agrees to provide financial information including but not limited to: audited financial statements (private company), income statement, balance sheet and cash flow statement (public company) if requested. <input checked="" type="checkbox"/> I agree (I agree)
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4 4	Prohibition of Contact Offerors are prohibited from approaching members of the Board, ESC employees, sub-contractors, agents, and representatives, or any officer of the ESC in an attempt to gain an advantage in the award process, after this solicitation has been formally advertised to the public for solicitation of submittals. The ESC may, by written notification to the Offeror, reject an offer for violation of this clause. <input checked="" type="checkbox"/> I agree (I agree)
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4 5	Antitrust Certification Statement I affirm under penalty of perjury of the laws of the State of Texas that: I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below; In connection with this bid/proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, TEX. BUSINESS & COMMERCE CODE, Chapter 15; In connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid/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 further affirm under penalty of perjury of the laws of the State of Texas that: • The proposal submitted by the Company is genuine and is not collusive or sham; • The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract; and • All statements in Company's proposal are true. <input checked="" type="checkbox"/> I agree (I agree)
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4 6	Certification of Compliance Regarding Texas Family Code As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is NOT eligible to bid or receive a state contract. <input checked="" type="checkbox"/> I agree (I agree)
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4 7	Certification of Compliance Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. • The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. • Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. <input checked="" type="checkbox"/> I agree (I agree)
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Grants, Subgrants, Cooperative Contracts and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly. In addition I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I agree (I agree)

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Compliance Certification with the Davis-Bacon Wage Determination Issued by the Department of Labor

The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contracts(s). See 29 CFR 1.5 and 1.6 (b). I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the Davis Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5 and Texas Government Code section 2258.

I agree (I agree)

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Compliance Certification with Buy America & American Recovery & Reinvestment Provisions

I, the vendor, am in compliance with all applicable provisions of the Buy America Act and the American Recovery & Reinvestment Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Texas Department of Agriculture requirements:

Vendor MUST provide documentation, including statements on contracts and invoices that all food products will meet the Buy American provisions.

ASC member participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Vendor MUST certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

Vendor MUST provide documentation that demonstrates that food products meet the Buy American Provision.

Situations that may warrant a waiver to permit non-domestic food purchases (used as a last resort):

a. The product is not produced or manufactured in the US in sufficient and reasonable available quantities of satisfactory quality.

b. Costs of a US product is significantly higher than the foreign product.

In this case, vendor MUST indicate in bid deviations any product submitted which is non-domestic and attach documentation as to the waiver. Also, vendor MUST notify CEs if a delivery contains non-domestic products, so the CE can approve delivery as an exception to the Buy American provision.

I agree (I agree)

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Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Vendor certifies that all products offered are not purchased, manufactured or otherwise affiliated in any way with the above named prohibited companies.

I agree (I agree)

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Certification of Non-Collusion

I, the vendor, certify under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. The vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the RFP, and in the Contract and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price, overhead, profit or cost element of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract.

I agree (I agree)

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Contractor Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate. Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws. Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor. The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. Contractor shall comply with governing board policy of the participating entities in which work is being performed.

I agree (I agree)

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Compliance Certification with Fingerprinting and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

I agree (I agree)

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Certification of Compliance with Texas House Bill 1295

House Bill 1295 was adopted by the Texas Legislature in 2015, adding section 2252.908 to Texas Government Code. The new law states a Texas governmental entity or Texas State Entity may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties to the Texas Governmental entity or Texas State Agency when the entity submits the signed contract to the governmental entity or state agency. The law applies only to contracts with Texas governments and entities that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1,000,0000 on any contracts entered into after January 1, 2016. The new HB 1295 electronic form is provided for information only. Vendor may be required by each ESC Region 19 cooperative member to complete this form. Should this form be required for a Region 19 only contract, it will be requested before recommendation of award. Vendor agrees to complete form 1295 if requested by ASC or ASC membership.

I agree (I agree)

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Rights to Inventions Made Under a Contract or Agreement (EDGAR)

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

I agree (I agree)

57 Procurement of Recovered Materials (EDGAR)
Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a vendor may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory 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.
 I agree (I agree)

58 Litigation
Provide information on any past or current litigation, within the last five (5) years, in which Vendor is involved. If none, respond n/a.
NA

59 Exceptions to Contract or General and Solicitation Terms & Conditions
Vendor is requested to accept all terms and conditions as listed in this RFP. Any exceptions to the terms and conditions must be noted on the exceptions form and uploaded with the vendor response. Exceptions listed in any other location will not be considered. Vendor must reference the term name or number and the requested change. Changes requested after the submittal will not be considered or accepted. Deviations or exceptions stipulated may result in disqualification. Vendor may request an additional contract with a member on top of the ASC contract to include additional terms and conditions. Negotiations regarding a supplemental contract with the member will be handled by the member and the vendor.
 I agree (I agree)

60 Assignment of Contract
Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of ASC. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of ASC and, if applicable, the ASC member. This contract cannot be assigned without prior written approval from ASC and approval of assignment documents.
 I agree (I agree)

61 Termination With Cause
Should a contract be terminated by ASC with cause, vendor may not respond or become awarded on a new contract for 36 months.
 I understand (I understand)

62 Evaluation Criteria & Bid Award
This RFP will be evaluated on the following criteria:
Price - 70 points
Reputation - 30 points
Quality of Goods or Services - 0 points
Meets the Needs - 0 points
Past Relationship - 0 points
HUB Certification - 0 points
Long Term Cost - 0 points
Principal Place of Business & 500+ Employed in Texas - 0 points
Other - 0 points
ASC reserves the right to award vendors in the best interest of the cooperative including awarding single or multiple vendors depending on item value and availability.

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Markup over Cost

Vendor agrees to provide backup of invoices and/or quotes.

I agree (I agree)

Bid Lines

1 Percent Discount from Catalog/Pricelist

Total:

Item Notes: Vendor MUST upload catalog/pricelist or a website where pricing can be located. Failure to provide pricing will be grounds for non-award.

If multiple discounts are offered, please provide the minimum discount offered for all catalogs or items. Ranges are not allowed in the system.

2 Percent Markup Over Vendor Cost

No Bid

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

If multiple markups are offered, please provide the maximum markup for all items. Ranges are not allowed in the system.

3 Hourly Rate for Services

No Bid

Item Notes: If services are not provided, please "No Bid" this line.

Response Total: \$0.00