

Request for Proposal

Marching Band Instruments and Related Products

Proposals Due: June 29, 2021

No later than 4:00 p.m. CST

RFP #21-17



REQUEST FOR PROPOSAL

Marching Band Instruments and Related Products Florida Buy State Cooperative Purchasing

RFP #21-17

RFP closing date – June 29, 2021 @ 4:00PM CST

Failure to meet the following requirements will invalidate the RFP submission

Deadline for Proposals: One (1) original, three (3) copies and one electronic copy (flash drive) must be received by **Tuesday, June 29, 2021 by 4:00PM CST**. RFPs will be opened as soon as possible following the deadline at Florida Buy State Cooperative Purchasing in Chipley, Florida. RFPs may be hand-delivered, mailed, or delivered by commercial means to the address below in a sealed envelope marked “**Sealed RFP for Marching Band Instruments and Related Products RFP #21-17**” attn. **Tori Baxley**”.

Address: PAEC attn.: Tori Baxley
753 West Blvd
Chipley, Florida 32428

RFPs will be accepted up to but no later than the time indicated on the RFP. All RFPs/proposals received after the time stated in the RFP **will not be considered** and will be returned to the Respondent unopened. The Respondent assumes the risk of any delay in the U.S. Mail or any other commercial carriers. The Respondent assumes responsibility for having the RFP deposited on time at the place specified. The official clock for determining the time shall be that utilized by PAEC at the place the RFP is received.

All Questions concerning this RFP shall be directed only to:

RFP Coordinator:	Tori Baxley
Email address:	tori.baxley@paec.org
Street Address:	753 West Blvd Chipley, Florida 32428

No telephone correspondence is permitted

IMPORTANT: Proposals must be typed utilizing TIMES NEW ROMAN, 12-Point Fonts. Handwritten proposals will NOT be accepted. Word document is available upon request.

Table of Contents

Section 1 – Background and Project Overview

Section 2 – Definition of Terms

Section 3 – Terms and Conditions

Section 4 – Vendor Profile and Experience Requirements

Section 5 – Scope/Statement of Work

Section 6 – Specifications

Section 7 – General Conditions

Section 8 – Additional Terms and Conditions

Section 9 – Warranty

Section 10 – Pricing

Section 11 – Agreement to Participate in the Florida Buy State Cooperative Purchasing Program

Section 12 – Method of Evaluation and Selection

Section 13 – Florida Buy State Cooperative Purchasing Rights to Withdraw

Section 14 – Additional Information

Section 15 – Proposal Format

Section 16 – Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation

Section 17 – Timetable for Response

Attachments

Attachment 1 - Proposal Checklist

Attachment 2 - Quality Requirement Form

Attachment 3 - Reference Sheet

Attachment 4 - Florida Buy State Cooperative Purchasing Membership Acknowledgement Form

Attachment 5 - Pricing Sheet

Attachment 6 - Questionnaire

Attachment 7 - Contract Offer and Award Letter

Attachment 8 - Evaluation Matrix

Attachment 9 - Affidavit of Non-Collusion

Attachment 10 - EDGAR Form

Attachment 11 - Deviations from Section 6 (Specifications)

Attachment 12 – Company Information Sheet

Section 1 – Background and Project Overview

- A. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Walton, Washington, Holmes, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, Liberty and FAMU Developmental Research School. The Washington County Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the ***Florida Buy State Cooperative Purchasing*** program. The program was created exclusively to serve the needs of member and participating school districts which include all 67 school districts in Florida as well as all public, private, and charter schools. The services and commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, non-profit organizations as well as other eligible entities in other states.
- B. In 2016, the Florida Legislature recognized the authority of “***Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations***” (RCSO) to serve as an option for the purchase of “*commodities and contractual services*” for district school boards and the Florida College System. This new law, **F.S. 1010.04 (1) (b)** requires such institutions “*to review pricing through state term contracts*” or RCSO.
- C. The North East Florida Educational Consortium (NEFEC) and Heartland Educational Services (HEC) partner with the Florida Buy program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.
- D. It is the intention of the Florida Buy State Cooperative Purchasing program to seek proposal/s to establish a contract for a catalog of Marching Band Instruments and Related Products. Sought in this Request for Proposals are items suitable for schools as well as other government and non-profit facilities. The purpose is to identify and award a contract/s that provide a discounted program to enhance the accessibility of high-quality instruments and related products through both in-person and online shopping.
- E. The objective is to achieve cost savings through a single competitive solicitation for use by all eligible entities that eliminates the need for multiple proposals while combining the purchasing power of multiple sources and reducing the administrative costs to both vendor partners and eligible buyers.
- F. The solicitation and subsequent award/s represent unique opportunities for significant market growth for awardees given the desire for schools and other eligible entities to expeditiously make purchases at discounted prices through a competitively awarded contract and managed through a Florida based, state authorized cooperative purchasing program with a core mission to provide shared services to schools and other eligible entities.
- G. Components of the Marching Band Instruments and Related Products solicitation would include, but not be limited to:

- Providing a catalog discount from an up-to-date published list price for a complete array of musical instruments and related products for marching bands and other music programs.
 - Warranty and repair pricing
 - Compatibility with the Florida Buy Marketplace for online purchasing.
 - Provide shipping and delivery services in a timely manner.
 - Provide service and repairs, as necessary.
- H. It is required that these services be performed on an *objective* basis, and without conflict of interest.

Section 2 – Definition of Terms

- A. **PAEC (Panhandle Area Educational Consortium):** A regional educational consortium legislatively created by Florida Statute and governed by the school superintendents from districts that comprise the consortium. PAEC manages many initiatives for the consortium, including the Florida Buy State Cooperative Purchasing program.
- B. **Florida Buy State Cooperative Purchasing:** The program managed by PAEC to secure cooperative purchasing agreements on behalf of Florida schools and other eligible entities.
- C. **Respondent:** The entity responding to this solicitation and ultimately placed under contract with an eligible entity electing to utilize the contract.
- D. **RFP:** A *request for proposal* is a document that an organization provides to announce a new project opportunity through a bidding process to interested parties and is often used when agency is seeking solutions for needed products and services.
- E. **Buyer:** The eligible entity choosing to utilize the contract and agreement with the Respondent.
- F. **Intergovernmental Cooperative Purchasing Agreement:** An agreement entered into by Florida Buy State Cooperative Purchasing and other eligible purchasing cooperatives or state purchasing agencies to expand the use of the awarded contract to other regions nationally and within the state of Florida.
- G. **Awardee:** Respondent/s selected by the evaluation committee to be awarded a contract based on the responses provided in the RFP.
- H. **Published List Price:** The current pricing advertised or offered by the Respondent to general customers.
- I. **Performance and Payment Bond:** As required by state or local law, Respondent shall, at the receipt of a Buyer purchase order, furnish the Buyer on whose behalf the purchase order is issued, a corporate surety bond in the full amount of the purchase order for the faithful performance of the contract, as conditioned below. The surety must be authorized to do business

in the State of Florida and be satisfactory to Buyer. Each bond shall be in the form required by the State of Florida.

Section 3 – Terms and Conditions

- A. Delivery Date: Written responses must be delivered **no later than 4:00 p.m. central time on June 29, 2021. The Respondent(s) will provide an electronic copy, one (1) original, and three (3) copies to:**

PAEC
Attn.: Tori Baxley
753 West Blvd
Chipley, Florida 32428

- B. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages must be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date will be rejected.**

From _____
Company Address _____
City, State, Zip _____
Solicitation Name and Number _____

- C. Questions regarding this RFP will be submitted in writing to Tori Baxley at tori.baxley@paec.org. The last day for questions will be **no later than 4:00 PM CST, on June 8, 2021**. The questions along with responses will be compiled and maintained under this announcement on the Florida Buy State Cooperative Purchasing website at www.floridabuy.org.
- D. **Duration:** The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms.
- E. The Respondent must provide evidence that his/her company has the financial resources and capacity to affectively perform the Scope of Work and provide the services outlined in this RFP.
- F. Florida Buy State Cooperative Purchasing does not guarantee usage of this contract. Usage will depend on the actual needs or desires of eligible users of the contract and the value offered by the proposer.
- G. Florida Buy State Cooperative Purchasing reserves the right to offer multiple awards under this solicitation.

Section 4 – Vendor Profile and Experience Requirements

- A. Provide a cover letter and narrative outlining the specific experience and qualifications listed below:

1. Experience providing Marching Band Instruments and Related Products to schools, governmental entities, and non-profit organizations.
 2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.
 3. Experienced staff with appropriate licensing and credentials to perform all work associated with the scope.
 4. Experience in management of large-scale projects.
 5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements in Attachment 2 and submit it with your completed response. The Florida Buy State Cooperative Purchasing program will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items listed on the form or failure to respond to the Quality Requirements in Attachment 2 will disqualify the respondent from the RFP and the entry will be deemed unresponsive.**
 6. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Respondents to perform the covered services.
- B. The Respondent will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Please use Attachment 3** provided with this solicitation.
- C. Include in the cover letter to your response a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in Attachment 6.**
- D. If the Respondent is a provider of marching band instruments and related products to a network of independent dealers, **a statement regarding the extent to which the independent dealers will offer their services and products to schools, school districts, cities, counties, and other eligible entities to the various regions in Florida and beyond.**

Section 5 – Scope/Statement of Work

- A. Florida Buy State Cooperative Purchasing is seeking a qualified and experienced company with the necessary resources to acquire, stock, and deliver the products/services described in this RFP either by company representatives or a distributor network of independent owners, which include but are not limited to the provision of marching band instruments and related products to all participating eligible buyers.
- B. Proposal must provide comprehensive list/catalog of high-quality assorted instruments and related products suited for marching bands, orchestra, choir, or music programs. The contractor

should offer multiple manufacturers to enable the purchaser a wide variety of options when selecting instruments and related products for their band or music program.

- C. If the Respondent’s business model is based on an independent supplier network, the Respondent must ensure that only the products offered through an awarded contract are sold to eligible purchasers.
- D. The Respondent may offer its products/services to educational, other public sector agencies, and non-profit organizations in other states who allow its agencies and public institutions to utilize the purchasing contract.
- E. As a basis for the inventory offered, Florida Buy State Cooperative Purchasing is seeking a catalog bid, which is preferably adaptable to an online Marketplace to allow customers/members to simultaneously shop entire product catalogs while comparing product pricing and quality. **If the Respondent is a distributor to a network of independent dealers, please describe the extent of capabilities for the network to coordinate with an online shopping platform.**
- F. Provide sales and marketing representatives that can educate, introduce, and demonstrate products and services to customers.
- G. Demonstrate that it possesses the necessary resources to, and agrees to, provide a comprehensive training to its sales team on the use of the Florida Buy State Cooperative Purchasing contract agreement.
- H. Respondent agrees to provide current and updated prices to Florida Buy State Cooperative Purchasing customers upon request.
- I. Respondents are encouraged to propose materials, products, or materials of comparable type, function, and quality **unless the buyer prohibits substitution.**
- J. New products may be added to the catalog at the established discounts. Discontinued products may be removed from the catalog.

Section 6 – Specifications

- A. The proposer must check either the “Comply” or “Deviate” box for each specification item. **All deviations must be noted and explained on the attached form entitled “Deviations” at the end of this solicitation package to be considered. (See Attachment 11: Deviations from Section 6)**

Item	Description	Comply	Deviate
A.1	The Respondent will have access to a full inventory of the awarded product line.		
A.2	The Respondent shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.		

Item	Description	Comply	Deviate
A.3	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Respondent will notify the Buyer if product ordered cannot be shipped or is back ordered within the period to provide the opportunity to secure product elsewhere.		
A.4	The Respondent must be a manufacturer's authorized sales and service dealer for all proposed products. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Respondent and the manufacturer during the term of this contract may be added and offered through the Florida Buy State Cooperative Purchasing contract.		
A.5	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.		
A.6	If the Respondent intends to utilize independent agents/distributors, sub-contractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Respondent must identify all providers and any and all associated costs with these providers.		
A.7	Optional services must be identified separately and must include clear descriptions of proposed services.		
A.8	Respondents must be able to supply paper catalogs, online catalog, or spread sheet of current list pricing and reflecting the stated discounts in the proposal when requested.		
A.9	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.		
A.10	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.		
A.11	All products sold by the Respondent must be new. The Respondent may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.		
A.12	Products that have a 30/60/90-day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).		
A.13	The Respondent has the option to offer private label products. The Respondent shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally		

Item	Description	Comply	Deviate
	approved manufacturer at a price equal to or lower than the original offering.		
A.14	The Respondent must maintain a toll-free support line open during regular business hours, Monday through Friday.		
A.15	If the Respondent makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.		

Section 7- General Conditions

- A. **Respondent agrees to provide a cXML punch-out site or provide a spreadsheet containing all the items under contract, when requested, with up-to-date pricing for verification of current published list price.**
- B. The successful Respondent shall be responsible for providing all necessary personnel, materials, equipment, supervision, insurance, and services, as outlined to accomplish the work in accordance with the specifications contained in this RFP.
- C. In the event the Respondent is a national company who provides marching band instruments and related products through a distribution network of independent dealers, information should be provided detailing the extent to which the independent dealers possess the capabilities of integrating into a “marketplace” platform or online ordering platform that offers the contracted pricing available through this solicitation.
- D. The Respondent shall identify specific references where the company has successfully implemented a similar online ordering program, independently or through a third-party electronic solution provider.

Section 8- Additional Terms and Conditions

- A. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.
- B. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
- C. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of

the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

- D. No delegation of any duty of the Awardee shall be assigned without prior written permission of Florida Buy State Cooperative Purchasing.
- E. If the original Vendor/Respondent sells or transfers all assets and interests or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract.
- F. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Awardee. A change of name agreement will not change the contractual obligations of the Vendor/Awardee.
- G. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.
- H. The Respondent shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
- I. The Respondent shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with installation products.
- J. The Respondent shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.
- K. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must comply with the Jessica Lunsford Act as described in Florida Statutes 1012.465.
- L. The Respondent must provide insurance certifications reflecting coverage for worker's compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than \$1,000,000 single limit per occurrence or required by entities utilizing the Florida Buy State Cooperative Purchasing contract. The certifications should also provide evidence of coverage for not less than \$1,000,000 automobile liability for bodily injury and property damage.
- M. Individual entities utilizing the contract may request verification of insurance amounts exceeding those contained in the documents submitted. If, requested, these documents will be required to be submitted prior to the commencement of work.
- N. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, religion ancestry, sex, national origin, affection preference, disability, age, marital status, or status regarding public assistance or as a disabled veteran.

Section 9 – Warranty

- A. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.
- B. The Respondent must be able to provide service and repair on instruments and related products sold under this agreement.
- C. **Additional Warrants:** The Respondent warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, the Respondent warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended. The purchaser shall inspect each order and determine if the products purchased are in new condition and undamaged. The purchaser reserves the right to return any and all products that fail to meet the expectations outlined in their order, that is damaged, or does not meet manufacturer specifications provided the contractor is notified within 30 days receipt of merchandise.

Section 10 – Pricing

- A. A separate pricing sheet is attached and must be completed by the Respondent. The Respondent must submit a percentage discount from current catalog pricing. **Attachment 5 must be completed.** It is understood that percentage discounts may vary based on manufacturers cost to the Respondent. If so, please indicate on the pricing sheet such variations. It is also acceptable to list categories instead of individual items if the percentage discount is included on the worksheet.
- B. It is expected and understood that the pricing offered under this award is compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.
- C. Please list any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies. **(See Attachment 6, number 20.)**
- D. Pricing will be based on a percentage discount from a published Manufacturer's Retail Price (MSRP) or standard list pricing and cover the cost of both materials, installation, maintenance, and cleanup. The Respondent must provide verifiable evidence to support the discount compared to list pricing.
- E. Shipping may be priced separate but should be at cost with no mark up. The contractor will arrange for shipping and delivery of all products sold under the agreement. Associated pricing should be clearly stated upon receipt of order or inquiry from the purchaser. If shipping is included in the catalog pricing, it should be stated. If there are minimum price shipping guidelines, it should also be clearly stated.

Section 11 – Agreement to Participate in the Florida Buy State Cooperative Purchasing Program

- A. The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.
- B. The Florida Buy State Cooperative Purchasing program will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on www.floridabuy.org which will contain general information about the services performed along with contact information of the awardee.
- C. The Awardee will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that Florida Buy State Cooperative Purchasing, as the awarder, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- D. The Awardee shall **sign an acknowledgement form (Attachment 4)** stating full understanding of the relationship between the Awardee and the Florida Buy State Cooperative Purchasing program.

Section 12- Method of Evaluation and Selection

- A. The Respondent will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.
- B. Responses will be weighed on the experience and references provided.
- C. The Respondent will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality and quantity of the workers who perform the work.
- D. The Respondent will be evaluated based on warranty information.
- E. The Respondent will be evaluated based on certifications and compliance with national standards.

- F. The Respondent will be evaluated based on the variety and volume of products/services offered.
- G. The Respondent will be evaluated on the extent that the products and services offered can be extended statewide or in other states, where appropriate and law allows.
- H. The Respondent will be evaluated on adherence to the specifications and scope of the RFP.
- I. The RFP will be opened as soon as possible following the deadline, organized, and distributed to evaluators consisting of at least one member of the purchasing staff and at least two reviewers from other departments or school districts. The award will be based on the aggregate on the number of points that are submitted by each independent evaluator.
- J. Handwritten responses will not be evaluated. Word document is available upon request.**

Section 13- Florida Buy State Cooperative Purchasing Rights to Withdraw

- A. The Florida Buy State Cooperative Purchasing Program reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all the Respondents are unqualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in this RFP.
- B. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.

Section 14-Additional Information

- A. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when determined such action would be in the best interest of Florida Buy State Cooperative Purchasing and further reserves the right to waive any non-conformity in a response.
- B. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.
- C. Questions regarding the RFP should be address to **Tori Baxley** at tori.baxley@paec.org. **The last day for questions will be June 8, 2021. In the subject line, please write: Questions regarding RFP #21-17.** Responses will be posted along with questions on the Florida Buy State Cooperative Purchasing website: www.floridabuy.org.
- D. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin,

sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.

- E. Respondents and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.
- F. Small and minority businesses and women's business enterprises are encouraged to participate in this solicitation.
- G. Sign the **Contract Offer and Award Letter (attachment 7)** and include it with your response. The Respondent must sign and have notarized the Affidavit of Non-collusion found in **Attachment 9**.
- H. **Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.** Federal money may potentially be used to pay for all or part of the work under the Contract, therefore the Respondent certifies that it complies with federal requirements on debarment, suspension, ineligibility, and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. The Respondents' certification is a material representation upon which the Contract award will be based.

Section 15-Proposal Format

- A. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** clearly identified with the name of the Respondent's company and the solicitation name and number on both the outside front cover and vertical spine. Type set should be **Times New Roman 12pt**. All responses should be delivered using standard carriers or hand delivered. **No electronic submissions (e-mail) will be accepted.**
- B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections. Must include an electronic version of your response on a flash drive.

Section 16- Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation

- A. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded Respondent/s if awardee/s have not utilized the contract, or if purchase volume is determined to be of low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.
- B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Section 17- Timetable for Response

- A. Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing's sole discretion.
1. RFP advertised and released **May 7, 2021**
 2. Last day for questions: **June 8, 2021 by 4:00 pm CST**
 3. Response deadline: **June 29, 2021 by 4:00 pm CST**

Award information will be made available to school districts and municipalities as soon as possible after the review, evaluation, and award via the Florida Buy State Cooperative Purchasing web page at www.floridabuy.org.

Attachments

Attachment 1
Florida Buy State Cooperative Purchasing Agency
PROPOSAL CHECKLIST

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version (flash drive) of their proposal as well as one (1) original copy, and three (3) copies by the due date and time listed in the RFP by standard mail (USPS, Fed X, UPS, or in person. Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font.

Submissions made via email will be rejected.

Please take a moment to review AND check the list provided below to ensure all of the required documents have been included with your submission.

Your proposal should include the following:

_____ **NARRATIVE:** The Narrative should outline capabilities, past experience in providing Marching Band Instruments and Related Products, and complete information relative to and addressing the scope and specifications.

_____ Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.

_____ Liability and Worker’s Compensation Certificates

_____ Attachment 1- Proposal Checklist

_____ Attachment 2- Quality Requirement Form

_____ Attachment 3- Reference Sheet

_____ Attachment 4- Membership Acknowledgement Form

_____ Attachment 5- Pricing Sheet

_____ Attachment 6- Questionnaire

_____ Attachment 7- Contract Offer and Award

_____ Attachment 9 - Signed Non-Collusion Affidavit

_____ Attachment 10 – Signed EDGAR form

_____ Attachment 11 – Deviations from Section 6 Specifications

_____ Attachment 12 – Company Information Sheet

Attachment 2
QUALITY REQUIREMENT FORM

Quality Requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirement form and submit it with your response. This form **MUST** be submitted with your response.

Quality Requirements		Yes	No
1	Minimum of 5 years of experience in providing multiple options for Marching Band Instruments and Related Products.		
2	References have been provided.		
3	The Respondent has clearly demonstrated that the company has the staff with the skills and certifications necessary to supply Marching Band Instruments and Related Products.		
4	The Respondent has provided evidence that the products offered comply with the most current standards and of significant quantity to serve the needs of public sector agencies.		
5	The Respondent has provided evidence of capabilities to provide products or explicit intentions of establishing the capabilities of providing products online, preferably through the Florida Buy Marketplace.		

Attachment 3
Florida Buy State Cooperative Purchasing Agency
REFERENCE FORM

Respondent: _____

Provide references from no less than three (3) schools, school districts, or other eligible entities.

Reference _____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

Reference _____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

Reference _____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

Attachment 4
Florida Buy State Cooperative Purchasing Agency
MEMBERSHIP ACKNOWLEDGEMENT FORM

I fully understand and agree that an award of the RFP requires enrollment in the Panhandle Area Educational Consortium (PAEC) Florida Buy State Cooperative Purchasing and a 2% Administrative Fee for sales generated off of this contract. The fees will be paid quarterly to PAEC, along with a sales report (a template of which will be provided by PAEC) for contract management, marketing, and facilitation of this agreement. The fees will be based off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC's fiscal agent (and lead agency), and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, all other governmental entities and other entities contractually performing work on behalf of an eligible entity provided all state and local public procurement regulations are followed).

I also understand that the contract/agreement may be utilized for eligible entities outside of the state of Florida provided it is allowed under such state's procurement laws and under the same terms and conditions of this agreement.

Print Name _____

Signature _____

Date _____

Attachment 5
Florida Buy State Cooperative Purchasing Agency
PRICING SHEET

RFP #21-17 Marching Band Instruments and Related Products

General Comparison Worksheet

Please provide an Excel worksheet to list pricing proposals. It may be expanded to add other options/products, but the format below should remain the same. This is for comparative analysis only.

Company Name:						
	Custodial Supplies and Related Products	Quantity	Labor (leave black in not applicable)	MSRP or List Price	Contract Price	Percentage Discount
A						
B						
C						
D.						
E.						

Attachment 6
Florida Buy State Cooperative Purchasing Agency
QUESTIONNAIRE

Instructions: Please complete the questionnaire below by placing your company's answers in the correlating response column.

Responding Company's Name:	
Instructions: For those responding to the RFP, please respond to the questions below.	
Question	Response
1. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	
2. Does your company have the capability to provide training seminars?	
3. Describe the warranties on your products.	
4. Describe your company's ordering process and what methods can be used by members to place or create orders?	
5. Does your company offer online ordering?	
6. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	
7. Please explain the process of responding to a work order.	
8. What are your payment terms?	
9. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	
10. Does your company offer any prompt payment discounts? If so, please describe.	

<p>11. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess?</p>	
<p>12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.</p>	
<p>13. Does your company assess fuel surcharges for responses? If so, what is the charge?</p>	
<p>14. At times there are issues with service? Please describe your process for addressing these issues.</p>	
<p>15. State your company's process for handling dissatisfied customers.</p>	
<p>16. State your company's process for introducing new products to the list of services you offer.</p>	
<p>17. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?</p>	
<p>18. Would your company be willing to work with each of the Florida regions on sending/ mailing out printed material to members?</p>	
<p>19. Please describe what your company envisions as a 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to Florida Buy State Cooperative Purchasing</p>	

<p>Agency to ensure a successful roll-out in a timely, well communicated, responsive fashion?</p>	
<p>20. Please list the contracts your company currently holds that may compete directly with the Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts. Will you lead with the Florida Buy State Cooperative Purchasing Contract, if awarded? Please answer yes or no.</p> <p>If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than pricing offered under your existing contracts?</p> <p>If other contracts are available, please describe the process Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract.</p>	
<p>21. How would you educate your sales representatives on the strengths of our contract?</p> <p>Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program?</p>	
<p>22. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connection those members have with sales representatives.</p>	
<p>23. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.</p>	

Attachment 7
Florida Buy State Cooperative Purchasing Agency
Contract Offer and Award
RFP #21-17
Marching Band Instruments and Related Products

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing Agency as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program,

Company Name: _____

Address _____ Phone Number _____

City: _____ State: _____ Zip: _____

Contract Contact Person: _____ Email Address: _____

Authorized Signature: _____ Date: _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF FLORIDA BUY STATE PURCHASING COOPERATIVE

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on _____. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature _____ Date _____

Agency Executive: John T. Selover, Executive Director, PAEC: Signature _____ Date _____

WCSB Approval _____

PAEC BD Approval _____

Attachment 8
Florida Buy State Cooperative Purchasing
RFP #21-17 Marching Band Instruments and Related Products
EVALUATION MATRIX
Informational Only

INSTRUCTIONS FOR EVALUATORS: Florida Buy State Cooperative Purchasing has assigned each evaluation criterion a specific number of points. The questions under each evaluated area help measure the quality of the Respondent’s response. Do not assign points to individual questions: instead, award a total score for each evaluation criterion. Make a brief comment and give the initial score of the proposal evaluation worksheet.

CONFLICT OF INTEREST: Each evaluator must review the list of offerors submitting proposals and determine if they or any immediate family members have a conflict of interest with regard to a Respondent. By signature on a proposal evaluation worksheet, evaluator is confirming no conflict of interest exists with the offeror being evaluated.

RATING SCALE FOR ASSESSING OFFEROR RESPONSES: Florida Buy State Cooperative Purchasing intends this rating scale to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. Evaluators may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the Respondent to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion.

Evaluation Criteria	Points	Vendor A	Vendor B	Commits
A. Quality of Response	35 Points			
The Respondent has all the required license and certifications required to do business in Florida.	0-2			
The Respondent has provided a clearly defined narrative that details the nature, leadership, business model, and a complete understanding of the requirements of the RFP.	0-5			
The Respondent has clearly demonstrated that the company has the capacity, inventory, and variety of products to satisfactorily provide options for use by public agencies and other eligible users.	0-8			
The Respondent has provided evidence of worker’s Compensation and Liability Insurance.	0-10			
Conformance to Terms and Conditions	0-10			
B. Previous Experience	5 Points			
The Respondent has provided evidence of at least 5 years of experience in working with public entities to provide marching band instruments and related products.	0-2.5			
	0-2.5			

The Respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual.				
C. Pricing/Warranty	30 Points			
The relative ranking of this Respondent's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 5 and Section 9.	0-30			
D. Regional/State Use of Contract-Marketing	10 Points			
The extent to which the Respondent has demonstrated the ability to provide products and services to eligible customers in multi-county districts in Florida and beyond.	0-5			
The extent to which the Respondent has a marketing plan relevant to the Florida Buy State Cooperative Purchasing contract and willingness to execute it.	0-5			
E. Contract Terms & Conditions	20			
The extent to which the Respondent, adherence to formatting, and met all the terms and conditions outlined in the proposal.	0-10			
Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 4 and 6).	0-10			
TOTAL		100 Points	-	-

Attachment 9
Florida Buy State Cooperative Purchasing Agency
AFFIDAVIT OF NON-COLLUSION

Instructions: This form must be signed by the business’s authorized representative and notarized below

The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing Request for Proposal (RFP) (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other respondents, or with any official of the **Florida Buy State Cooperative Purchasing Agency**, or any employee thereof, or any person, business or corporation under contract with **Florida Buy** whereby the respondent, in order to induce the acceptance of the foregoing RFP by the **Florida Buy State Cooperative Purchasing Agency**, has paid, or is to pay to any other respondent, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other respondent/s which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing RFP .

1. This is to certify that the respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
2. This is to certify that neither I, nor to the best of my knowledge, information and belief, the respondent, nor any officer, director, partner, member or associate of the respondent, nor any of its employees directly involved in obtaining contracts with **Florida Buy State Cooperative Purchasing**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
3. This is to certify that the respondent, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the RFP submittal.
4. This is to certify that if awarded a contract, the respondent will provide the products, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this RFP.
5. This is to certify that the respondent is authorized by the manufacturer(s) to sell all proposed products on a statewide basis.
6. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these RFP forms.

Authorized Representative (Please print or type)	Mailing Address
--	-----------------

Title (Please print or type)	City, State, Zip
------------------------------	------------------

Signature of Authorized Representative	Date
--	------

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for County of _____ State of _____

My Commission Expires on _____ Signature _____

Attachment 10
Florida Buy State Cooperative Purchasing Agency
Uniform Guidance "EDGAR" Certification 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All vendors submitting proposals must complete this EDGAR Certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Florida Buy State Cooperative Purchasing will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding vendor default are included in Florida Buy State Cooperative Purchasing's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as Florida Buy State Cooperative Purchasing's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Yes, I agree _____ No, I disagree _____ Initials _____

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date or termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

Yes, I agree _____ No, I disagree _____ Initials _____

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" In 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

Yes, I agree _____ No, I disagree _____ Initials _____

4. Davis Bacon Act

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Yes, I agree _____ No, I disagree _____ Initials _____

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions

that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Yes, I agree _____ No, I disagree _____ Initials _____

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or experiments, developmental or research work under the "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.

Yes, I agree _____ No, I disagree _____ Initials _____

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Yes, I agree _____ No, I disagree _____ Initials _____

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p.

189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

Yes, I agree _____ No, I disagree _____ Initials _____

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes, I agree _____ No, I disagree _____ Initials _____

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, 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 participating agency may require confirming estimates and otherwise comply. 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes, I agree _____ No, I disagree _____ Initials _____

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Florida Buy State Cooperative Purchasing.

Yes, I agree _____ No, I disagree _____ Initials _____

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

Yes, I agree _____ No, I disagree _____ Initials _____

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Name of Company

Signature of Authorized Personnel

Printed Name

Date _____

Attachment 11
Florida Buy State Cooperative Purchasing Agency
Deviations from Section 6 (Specifications)

Please provide an explanation for items marked “Deviate” from the specifications table listed between A.1 and A.19 in Section 6.

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the responder’s name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this RFP.

	No , this responder does not have deviations (exceptions or alternates) to the specifications listed between A.1 and A.19 in Section 6
	Yes , this responder has the following deviations to the specifications listed between A.1 and A.19 in Section 6

Specification (describe)	Details of Deviation

Signature: _____ Date: _____

Attachment 12
Florida Buy State Cooperative Purchasing Agency
COMPANY INFORMATION

Please provide updated information for our Florida Buy website. Please include all information you would like to show up on the webpage for your contract. The more information you give, the better.

Company Information	
Name	
Logo	(Weblink or send jpg as attachment)
Homepage URL	
Company Email	
Company Phone	
Company Fax	
Company Address	
Company Overview	
Contract Benefits	
How to Order	
FAQ	
Contact #1	
Name	
Title	
Phone	
Email	
Contact #2	
Name	
Title	
Phone	
Email	
Other information	
DUNS Number	