

# Request for Proposal

Trip Hazard Mitigation for Sidewalks

Proposals Due: July 22, 2021

No later than 4:00 p.m. CT

RFP #21-18



**Panhandle Area Educational Consortium**  
— PURCHASING AGENCY —

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# **REQUEST FOR PROPOSAL**

## **Trip Hazard Mitigation for Sidewalks Florida Buy State Cooperative Purchasing**

### **RFP #21-18**

**RFP closing date – July 22, 2021 @ 4:00PM CT**

It is the intention of the Florida Buy State Cooperative Purchasing program to establish a contract available for school districts and other eligible users for the repair and removal of trip hazards of concrete sidewalks in compliance with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA). This RFP is **NOT** for sidewalk replacement, new construction, slab jacking, or grinding.

### **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 **July 22, 2021, by 4:00PM CT**. 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 Trip Hazard Prevention and Sidewalk Maintenance RFP #21-18**” 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 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.**

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## 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 Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, Washington, 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. Of the three RCSO’s in Florida, FLORIDA BUY STATE COOPERATIVE PURCHASING is the only such program offering a state-wide purchasing option.
- C. The North East Florida Educational Consortium (NEFEC), which consists of the school districts in Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, Union, P.K. Yonge DRS, and the Florida School for the Deaf and Blind, and Heartland Educational Consortium (HEC), which consists of the school districts in DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee, 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 establish a contract available for school districts, cities, counties, all other public sector agencies, and non-profit organizations for the removal of trip hazards of concrete sidewalks in compliance with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA). This solicitation is specifically seeking responses for sidewalk cutting and not for replacement or grinding.
- 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 Trip Hazard Prevention and Sidewalk Maintenance solicitation would include, but not be limited to:

1. Description or methods to remove trip hazards.
2. Pricing reflecting a percentage discount from published list pricing.
3. References to attest to the quality and cost of work performed from previous projects.
4. Customer service elements that include but not limited to warranty, conflict resolution with customers, and quality controls.

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, representing an individual company or coalition of independent companies, 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: Responses must be delivered **no later than 4:00 p.m. central time on July 22, 2021. The Respondent(s) will provide an electronic (digital) copy, one (1) original, and three (3) copies to:**

**Address:** Panhandle Area Educational Consortium  
753 West Blvd  
Chipley, Florida 32428  
Attn: Tori Baxley

- 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 and time 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](mailto:tori.baxley@paec.org). The last day for questions will be **no later than 4:00 PM CT, on July 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](http://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 Trip Hazard Mitigation Sidewalks to schools, governmental entities, and non-profit organizations.
  2. Experience in evaluating, consulting, and providing appropriate product and service 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.**
  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, cities, counties, 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.**

### **Section 5 – Scope/Statement of Work**

- A. Florida Buy State Cooperative Purchasing is seeking to establish a contract available for school districts and other eligible users for the repair and removal of trip hazards of concrete sidewalks in compliance with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA).
- B. This RFP is **NOT** for sidewalk replacement, new construction, slab jacking, or grinding.
- C. The awarded contract must remove hazards completely from the sidewalk sections from one end of the joint to the other leaving no differential between slabs in adherence to ADA standards.
- D. Fill material that may degrade over time may not be used as a basis for the repair.
- E. Any environmental damage including damage to sprinklers, landscaping, curbs, retaining walls, utility covers, or any other objects adjacent to the sidewalks must be repaired within 24 hours at the expense of the contractor/awardee.



- F. Awardee is responsible for clean-up of all debris after repairs are completed and the cost associated with waste disposal must be included as a unit cost and not billed separately.
- G. No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. Awardee must use a dust abatement system, which limits the dust emitted from the equipment.
- H. The Awardee must guarantee specified repair slopes are based on federal regulations and in accordance with ADA requirements for trip hazards, slope criteria, and accessibility. Work shall be warranted for compliance and evidence shall be provided in writing affirming that such compliance has been achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.
- I. The Awardee must guarantee that the removed trip hazard will have a uniform appearance and texture.
- J. The hardware used in remediation of the trip hazard must be flush to ground with **capabilities of working at any angle in hard-to-reach places and adjacent to obstacles, narrow walkways, fences, buildings, and walls.**
- K. Repairs may not leave grooves, uneven surfaces, sharp edges, that may inhibit drainage of water from any source.
- L. The Awardee must be able to respond to emergency work within 48 hours.
- M. Equipment may not be stored on the sidewalk while not in use without the written consent of the property owner and, if granted, will be at the sole risk of the Awardee.
- N. 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.
- O. Respondent agrees to provide sales and marketing representatives that can educate, introduce, and demonstrate products and services to customers.
- P. Respondent must 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.
- Q. Respondent agrees to provide current and updated prices to Florida Buy State Cooperative Purchasing customers upon request.

## 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 maintain and have in its possession all the necessary equipment to perform the work described in this RFP.		
A.2	The Respondent must provide a written proposal and cost estimate on any work performed under this RFP and present it to the interested buyer prior to the commencement of any work.		
A.3	Work must begin as soon as possible after a contract between the Awardee and the Buyer is agreed upon. Failure to begin work as agreed upon will result in the option for the Buyer to discontinue or void any agreement with the Awardee.		
A.4	The Respondent must be an authorized service representative for all proposed services with the authority to authorize and sign contractual agreements with Florida Buy State Cooperative Purchasing and with the entities utilizing this agreement for services outlined in the Proposal.		
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, 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 current list pricing and reflecting the stated discounts in the proposal when requested by a buyer or from Florida Buy State Cooperative Purchasing.		
A.9	Buyer will be entitled to a 30/60/90-day money back guarantee if the work performed fails to meet ADA compliance of fails to meet the standards negotiated in any “commencement of work” documents.		
A.10	The Respondent must maintain a toll-free support line open during regular business hours, Monday through Friday.		
A.11	If the Respondent makes an error in pricing (typographical or photographic error, for example), the Awardee must immediately provide a corrected invoice.		

## Section 7- General Conditions-Independent Price Determination

- A. **Respondent agrees to 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. By submission of this proposal, the Respondent certifies the following:

1. The prices in this RFP have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor.
3. No attempt has been made or shall be made by the Respondent to induce any other person or bidder to submit or not to submit a proposal for the purpose of restricting competition.

### **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 and/or other cooperative purchasing programs in other states 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 to comply and conform with local, regional, or state purchasing requirement unique to their agency.
- 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. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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 Sidewalk Safety and Trip Hazard Mitigation projects.
- I. 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.
- J. 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.
- K. 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.
- L. 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. **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.

## 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 contract or cooperative purchasing 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 Retail Price or standard list pricing and cover the cost of both materials, installation, maintenance, labor, and cleanup. The Respondent must provide verifiable evidence to support the discount compared to list pricing.
- E. All pricings should be clearly stated upon receipt of order or inquiry from the purchaser. If shipping is included in the 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 membership 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](http://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 on the extent that the products and services offered can be extended statewide or in other states, where appropriate and law allows.
- G. The RFP will be opened as soon as possible following the deadline. The award will be based on the aggregate on the number of points that are submitted by each independent evaluator.
- H. **Handwritten responses will not be evaluated. RFP documents can be provided in a Microsoft Word document if requested after the release date.**

### **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](mailto:tori.baxley@paec.org). **The last day for questions will be July 8, 2021. In the subject line, please write: Questions regarding RFP #21-18.** Responses will be posted along with questions on the Florida Buy State Cooperative Purchasing website: [www.floridabuy.org](http://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 **June 10, 2021.**
  2. Last day for questions: **July 8, 2021, by 4:00 pm CT**
  3. Response deadline: **July 22, 2021, by 4:00 pm CT**

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](http://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 the checklist and indicate WITH A MARK (✓) that all 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 Trip Hazard Prevention and Sidewalk Maintenance, 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

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\_\_\_\_\_ 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**  
**Florida Buy State Cooperative Purchasing Agency**  
**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 Trip Hazard Mitigation for Sidewalks.		
2	References have been provided.		
3	DUNS/Bradstreet Number and Date Granted		
4	Certificates of Insurance (Liability, Workers Compensation, Auto)		
5	Certifications to perform the work outlined in the Scope and Specifications.		

**Attachment 3**  
**Florida Buy State Cooperative Purchasing Agency**  
**REFERENCE SHEET**

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 #21-18 Trip Hazard Mitigation for Sidewalks

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.

<b>Company Name:</b>						
	<b>Trip Hazard Mitigation for Sidewalks</b>	<b>Quantity</b>	<b>Labor (leave blank if not applicable)</b>	<b>List Price</b>	<b>Contract Price</b>	<b>Percentage Discount</b>
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 services.	
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.	
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?	
12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	
13. Does your company assess fuel surcharges for responses? If so, what is the charge?	
14. At times there are issues with service? Please describe your process for addressing these issues.	
15. State your company's process for handling dissatisfied customers.	
16. State your company's process for introducing new products to the list of services you offer.	
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>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 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</p>	

<p>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 LETTER**  
**RFP #21-18 Trip Hazard Mitigation for Sidewalks**  
**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**  
**EVALUATION MATRIX**  
**RFP #21-18 Trip Hazard Mitigation for Sidewalks**  
**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.

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Vendor A</b>	<b>Vendor B</b>	<b>Commits</b>
<b>A. Quality of Response</b>	<b>35 Points</b>			
The Respondent has all the required license and certifications required to do business in Florida.	<b>0-6</b>			
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.	<b>0-9</b>			
The Respondent has provided evidence that its processes can eliminate all obstructive risks, at any angle, in hard-to-reach places, and adjacent to obstacles, narrow walkways, fences, buildings, and walls.	<b>0-10</b>			
Conformance to all Terms and Conditions	<b>0-10</b>			
<b>B. Previous Experience</b>	<b>5 Points</b>			
The Respondent has provided evidence of at least 5 years of experience in working with public entities to provide trip hazard prevention and sidewalk maintenance.	<b>0-2.5</b>			
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.	<b>0-2.5</b>			

<b>C. Pricing/Warranty</b>		<b>30 Points</b>			
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.		<b>0-30</b>			
<b>D. Regional/State Use of Contract-Marketing</b>		<b>10 Points</b>			
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.		<b>0-5</b>			
The extent to which the Respondent has a marketing plan relevant to the Florida Buy State Cooperative Purchasing contract and willingness to execute it.		<b>0-5</b>			
<b>E. Contract Terms &amp; Conditions</b>		<b>20</b>			
The extent to which the Respondent, adherence to formatting, and met all the terms and conditions outlined in the proposal.		<b>0-10</b>			
Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 4 and 6).		<b>0-10</b>			
<b>TOTAL</b>			<b>100 Points</b>	-	-

## 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](http://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 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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
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.

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

<b>Company Information</b>	
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	