

Request for Proposal

Marching Band and Musical Instruments and Related Equipment

Proposals Due: Wednesday November 4, 2020
No later than 4:00 p.m. CT

RFP #21-04



State Cooperative Purchasing Program

REQUEST FOR PROPOSAL

FOR MARCHING BAND AND MUSICAL INSTRUMENTS AND RELATED EQUIPMENT Panhandle Area Educational Consortium

RFP #21-04

RFP closing date Wednesday November 4, 2020 @4:00PM CST

Failure to meet the following requirements will invalidate the RFP submission

Deadline for Proposals: Four hardcopies and one electronic copy (CD or other) must be received by **Wednesday November 4, 2020 @4:00PM CST, CST**. RFPs may be hand-delivered or mailed to the address below in a sealed envelope marked **“Marching Band Instruments and Related Equipment”**

PAEC PAEC attn.: Judy Hall
Address: 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: Judy Hall
Email address: judy.hall@paec.org
Street Address: 753 West Blvd
Chipley, Florida 32428

No telephone correspondence is permitted

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I. INTRODUCTION AND BACKGROUND

- 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 Florida A and M DRS. 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 *PAEC Florida Buy* program. The program was created to serve the needs of member and participating school districts which include all 67 school districts in Florida which includes all public, private, and charter schools as well as cities, counties, and non-profit organizations.
- B. 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.
- C. 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 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 is the only such program offering a state-wide purchasing option.
- D. The Florida Buy program is seeking to receive proposals to establish a contract for a catalog of Marching Band and Musical Instruments. Sought in this Request for Proposals are items suitable for schools as well as other government and non-profit facilities. The overarching goal is to identify and award a contract/s that provide a discounted program to enhance the accessibility of high-quality instruments 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 Marching Band Instruments and Related Equipment solicitation would include, but not be limited to:
- Providing a catalog discount for a complete array of musical instruments 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.

II. MINIMUM QUALIFICATIONS

The PAEC Florida Buy will conduct a review of the responses received from this solicitation with the assistance of a selected evaluation team and make a determination which will result in the endorsement of the most qualified Respondent.

This determination will be based on pricing and the Respondent's ability to perform the activities described in the Scope of Work. The following information that must be provided by the Respondent:

- A. Firm address, phone, and fax numbers for its primary office. Name, address, phone number and e-mail address of the contact person in the firm authorized to speak on its behalf regarding this initiative.
- B. Range of services offered by the firm. (In those cases where services are to be provided by another company, provide a description of their role in this program and their related qualifications. Companies that partner or combine resources for the sole purpose of addressing this request must demonstrate a successful history of working together.)
- C. Relevant years and range of experience of the firm and personnel assigned to this program. Respondent's must provide evidence of provision of services to at least three campuses (public or private K-12 or higher education) or a combination of school campuses, public or private.
- D. A list of three references. This information shall include:
 - i) Client name
 - ii) Individual contact
 - iii) Mailing address
 - iv) Phone number, fax, and e-mail address
 - v) Brief project summary to include dates and places of service
- E. Description of the firm's experience in musical instruments to schools, universities, or other marching band programs.
- F. All appropriate and necessary licenses from governmental authorities, including applicable state regulatory commissions, and any other applicable governmental authorities.
- G. All professional certifications or licenses as outlined in the Scope of Work or other parts of this RFP.

- H. Respondent s must have sufficient capacity to satisfy and perform all of the requirements described in this RFP for PAEC and its participating facilities in the Florida Buy re geographical regions which encompasses the entire state of Florida.
- I. Respondent whose business is not legally incorporated shall be disqualified.
- J. Entities utilizing the awarded vendor contract may require prior to the purchase, a performance bond to ensure the products and services established between the buyer and seller are delivered.

III. GENERAL INFORMATION

A. Contract Duration

The period of performance of any contract resulting from this RFP is tentatively scheduled for three calendar years from date of contract with an option to renew up to two subsequent years. Amendments extending the period of performance, if any, shall be at the sole discretion of the Florida Buy.

B. Definitions

Definitions for the purpose of this RFP include:

- **PAEC** - The Panhandle Area Educational Consortium and or its member and participating school districts.
- **Florida Buy**- An initiative of the Panhandle Area Educational Consortium who manages the purchasing cooperative for PAEC and its partners in the North East Educational Consortium (NEFEC), and Heartland Educational Consortium (HEC).
- **Respondent** – Company or firm submitting a proposal in order to obtain a contract with the Panhandle Area Educational Consortium and or its member and/or its participating school districts
- **Contractor** – Company or firm whose proposal has been accepted by PAEC and is awarded a formal written contract. Also referred to as the **Marching Band Musical Instrument and Related Equipment Provider**.
- **Request for Proposal (RFP)** – Formal procurement where a service or need is planned but no specific service or method has been chosen. The purpose of an RFP is to permit the Respondent s to suggest various approaches to meet the need at a given price.
- **RFP Coordinator**-- The RFP Coordinator is the **sole point of contact** of the PAEC for this RFP. All communication between the Respondent and the PAEC upon receipt of this RFP shall be with the RFP Coordinator, **via mail, or email only** to the following:

PAEC:	Judy Hall
Address:	753 West Blvd Chipley, Florida 32428 judy.hall@paec.org

Any other communication will be considered unofficial and non-binding on by PAEC. Respondents are to rely on **written** statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator **may result in disqualification** of the Respondent.

- **Shall, Must, Will-** Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the RFP response or result in a rejection of a proposal as non-responsive.
- **May, Should-** Indicates something that is requested but not mandatory.
- **Addendum** – Written instruments, issued **only** by Florida Buy, that detail amendments, changes or clarifications to the specifications and terms and conditions of this RFP. Such written instruments shall be the **sole** method used by PAEC to amend, change, or clarify this RFP.
- **Instruments** – All related marching band or other musical program equipment including woodwinds, brass, percussion, acoustic, and other instruments that can be carried and played while walking or used in an orchestra or choir setting.
- **Florida Buy Marketplace-** An online shopping platform available through the PAEC Florida Buy Purchasing Program and its website at www.floridabuy.org.

C. Submission of Proposals

Proposal **format** shall be on 8 ½” x 11” sheets. Clear, legible fonts with a minimum 12 points in size for narrative descriptions and explanations will be submitted. While complete, thorough explanations of requirement understanding, and company qualifications are desirable, succinct, concise verbiage is encouraged. Unnecessary self promotion and promotional material is to be avoided.

Deadline for Proposals: Four hardcopies and one electronic copy (CD or other) must be received by Wednesday **November 4, 2020 @4:00PM CST**. RFPs will be opened as soon as possible following the deadline at PAEC in Chipley, Florida. RFPs may be hand-delivered, mailed, or delivered by commercial means to the address below in a sealed envelope marked **“Sealed RFPs for Marching Band Instruments and Related Equipment RFP #21-04” attn. Judy Hall**

PAEC PAEC attn.: Judy Hall
Address: 753 West Blvd
Chipley, Florida 32428

Proposals may not be transmitted using electronic media such as facsimile transmissions or e-mail.

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. Whether sent by mail, other commercial delivery services or personal delivery, 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 RFPs are received.

D. Signatures

A Letter of Submittal must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or an Officer, if a corporation. The Letter of Submittal should have the contact information for the Respondent.

E. Pre-RFP Written Questions and Answers and Visit to Facilities

Any prospective Respondent is welcome to submit written questions to PAEC by mail, or email the RFP Coordinator (see address, email address/fax number above). PAEC will respond in writing to all questions which PAEC in its discretion deems relevant and substantive, so long as the questions are received more than 7 days before the due date for the proposals. PAEC **will not respond to any questions orally or over the phone.** Questions and written responses will be posted on www.floridabuy.org under this solicitation.

F. Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

G. Revisions to the RFP

PAEC reserves the right to revise the RFP and/or to issue addenda to the RFP. For this purpose, the questions (as submitted by interested parties), answers, and other pertinent information shall be provided as an addendum(s) to the RFP.

PAEC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all those who received the RFP from PAEC.

H. Rejection of Proposals

PAEC reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The PAEC also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal.

I. Most Favorable Terms

PAEC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the **most favorable**

terms which the Respondent can propose. **There will be no best and final offer process.** The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Respondent's entire proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to PAEC.

J. **Obligation to Contract**

This RFP does not obligate PAEC to contract for any services specified herein.

K. **Costs for Proposals**

Respondents are responsible for all their costs associated with this RFP. PAEC will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

The PAEC will charge Contractors an administrative fee of 2% for marketing the awarded Contractor's services and for the operation of its self-supporting cooperative purchasing program, the PAEC "Florida Buy" program, which this contract will be a part of. Awarded Contractors/Vendors shall be required to pay PAEC 2% of all Net Sales made through the awarded Contract. For the purpose of this RFP through PAEC and its participating school districts all contracts awarded using this document, the administrative fee shall be 2% of Net Sales, which means gross sales less returns and cancelled orders within 30 days, shipping and sales. Neither contractor/vendor nor its designated authorized reseller shall include additional amounts corresponding to the administrative fees in the awarded contract prices. This administrative fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

IV. TECHNICAL PROPOSAL AND SCOPE OF WORK

A. Scope of Work

(i.) Source Catalog of Instruments

Proposal must provide comprehensive list/catalog of assorted instruments suited for marching bands, orchestra, or choir. The contractor should offer multiple manufacturers to enable the purchaser a wide variety of options when selecting instruments for their band or music program. The catalog should be compatible with or adaptable to the PAEC Florida Buy e-commerce/online shopping platform to enable buyers to browse and purchase products via the Florida Buy Marketplace.

(ii.) **Warranties**

The contractor should state the warranties associated with the products and services offered.

(iii.) **Service/Repairs**

The contractor must be able to provide service and repair on instruments sold under this agreement.

(iv.) **Shipping and Delivery**

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.

(v.) **Acceptance of Delivery**

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 equipment that fails 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.

V. Management Proposal

Provide all information requested in the exact order specified below:

A. Identifying Information

- (i) State the business name, address, principal place of business, telephone number, and fax number and email address of legal entity or individual with whom contract would be written.
- (ii) Provide the names, addresses, and telephone numbers of principal officers.
- (iii) Specify the legal status of the Respondent and the year the entity was organized to do business as the entity now substantially exists.
- (iv) Describe the Respondent, including size, areas of specialization and expertise, client base, and any other pertinent information in such a manner that the proposal evaluators may reasonably assess the stability and financial strength of the Respondent. Provide information or references on the financial status of the Respondent.

- (v) Include the Federal Employer Tax Identification number and any applicable licenses including those from federal and state governmental authorities, federal or state regulatory commissions and any other applicable governmental agencies.

B. Experience of the Respondent

- (i) Respondent must supply names, addresses and telephone numbers of three business references for whom work has been completed. Reference information must include the client name, individual contact, mailing address, phone number, fax number, internet address or email address (if available), and a brief project summary. By providing these references, the Respondent grants PAEC permission to contact the references.
- (ii) Description of the Respondent's experience in providing Marching Band Musical Instruments and related services.
- (iii) If the Respondent has had a contract terminated for default in the last five years, describe each such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. PAEC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.
- (iv) Please list any private or governmental litigation and any inquiries by governmental regulatory agencies in which the Respondent has been involved in the past 5 years. With respect to private and/or governmental litigation, please include names of adverse parties, court(s) of jurisdiction, case number and a brief description of each case, including status or disposition. With respect to regulatory inquiries, please state investigating agency, date of initial inquiry, and a description of each matter, including status or disposition.

VI. COST PROPOSAL

A. Identification of Costs

In this section of the Proposal, the Respondent should provide **Discounted Catalog Pricing** on all instruments (or manufacturer) available under this agreement. PAEC recognizes that the percentage discount may vary from different manufacturers, but such deviations must be noted. The Respondent may list each manufacturer separately with the appropriate discount.

B. Award Will Not Be Based on Price Alone

C. Catalog Discount

A pricing worksheet can be found in attachment 4. Please list a general sampling of the types of instruments commonly used in marching bands, along with current list price as well as the discounted price offered under this RFP. **Please note that this is not a line item RFP but rather an RFP seeking proposals for a discount from list on all items in catalog.** The worksheet is for review only and will be used in the evaluation to determine the major differences between prices offered through multiple proposers.

VII. ADDITIONAL TERMS AND CONDITIONS

- A. All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.
- B. PAEC Florida Buy, 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 right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of the Florida Buy. If the original Vendor/Contractor sells or transfers all assets 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. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.
- 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. Several attachments are included with the RFP. All must be reviewed, comments where comments are required, and signatures on all documents where a signature is required.

VIII. TERMINATION

- A. 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.

IX. EVALUATION CRITERIA

A. Evaluation Team

The proposals shall be evaluated by an evaluation team, to be designated by PAEC, which will determine the proposal most responsive to the requirements stated in this RFP.

Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda which are issued.

In accordance with PAEC procedures, awards shall be made to the responsible Respondent whose proposal is determined in writing to be the most advantageous to the PAEC based upon the evaluation criteria as determined by the Agency. The proposals will be ranked from the one most likely to the one least likely to meet the requirements listed in the RFP. If several proposals are closely ranked, the PAEC may arrange for oral interviews to assist in making the decision. If an award of contract is made, the Respondent whose Proposal, in the sole opinion of the PAEC represents the best overall value to PAEC and participating facilities, will be selected. Factors which determine the award are detailed more fully in the specifications, including, but not limited to: the Proposal's responsiveness to all specifications in the inquiry; quality of the Respondent's products or services; Respondent's ability to perform the contract; and Respondent's general responsibility as evidenced by past performance. **Again, price, although a factor, will not be the sole determining factor in award of the contract.**

B. Responsiveness

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in the RFP. Only responsive proposals which **meet the minimum requirements** will be forwarded to the evaluation team for further review.

C. Award Will Be Based on Multiple Factors

As stated previously, the evaluation process is designed to award the contract to the Respondent whose proposal best meets the requirements of this RFP. The final selection, if any, will be based upon the evaluation committee's recommendation after analysis of the technical, management, and cost elements of the proposal. PAEC's decision shall be final.

D. PAEC anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at PAEC's sole discretion.

- | | |
|---|-------------------|
| • RFP advertised and released: | October 14, 2020 |
| • Deadline for Questions (posted as received) | October 22, 2020 |
| • RFP Due | November 4, 2020 |
| • WCSD Board Approval | December 9, 2020 |
| • PAEC Board Approval | December 18, 2020 |

X. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Material submitted in response to this Request for Proposal shall become the property of PAEC. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Superintendent/CEO of PAEC and the successful Respondent. Thereafter, the proposals shall be deemed **public records**.

Any information in the proposal that the Respondent desires to claim as proprietary and exempt from disclosure must be clearly designated. The page must be identified and the exemption from disclosure upon which the Respondent is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page.

PAEC will consider a Respondent's request for exemption from disclosure; however, PAEC will decide predicated upon applicable laws. Marking the entire proposal exempt from disclosure will not be honored. The Respondent must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Respondent has been given an opportunity to seek a court injunction against the requested disclosure.

A charge may be made for copying and shipping any information requested from this RFP. All requests for information should be directed to the RFP Coordinator as stated above.

Attachment 1 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 Floor Covering Solutions.		
2	Minimum of 5 years working with schools, universities, and other public facilities.		
3	The Respondent has clearly demonstrated that the company has the staff with the skills and certifications necessary to perform large scale projects.		
4	The Respondent has provided evidence that the products offered comply with the most current standards.		
5	The Respondent has agreed to provide services to every eligible entity in Florida and other states where procurement laws allow.		
6.	The Respondent has provided evidence of all required licenses, including certification in any installation codes as well as those necessary to conduct business in the State of Florida.		
7.	The Respondent has provided a statement regarding the warranty for the products and services sold under the contract.		

**Attachment 2
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 3
Florida Buy 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 Purchasing Cooperative 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.

PAEC or its fiscal agent/lead Agency is not responsible for or liable for agreements between the Purchaser or Offeror for any services and products purchased through the attached RFP.

Print Name _____

Signature _____

Date _____

Attachment 4
Pricing Sheet
 General Comparison Worksheet

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

Company Name:				
	Description of Charges	List Price	Percentage Discount	Notes
A	Products and Materials			
D	Maintenance			
E.	Shipping (At Cost)			
F.	Other cost			

Attachment 5 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. How many staff members are dedicated to customer service?	
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 PAEC Florida Buy 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?	
18. Would your company be willing to work with each of the Florida regions on sending/ mailing out printed material to members?	
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 PAEC Florida Buy to ensure a successful roll-out in a timely, well communicated, responsive fashion?	
<p>20. Please list the Cooperative Purchasing contracts your company currently holds that may compete directly with the PAEC Florida Buy program and describe how you will position the PAEC Florida Buy program versus other contracts.</p> <p>If other contracts are available, is the PAEC pricing the same or lower than pricing offered under your existing contracts?</p> <p>If other contracts are available, please describe the process PAEC Florida Buy 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 Program?</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.	
23. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.	

Attachment 6-Contract Offer and Award

**RFP #21-04 Marching Band and Musical Instruments and Related Equipment
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 Purchasing Cooperative 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 PAEC Florida Buy Program,

Company Name: _____

Address _____

City: _____ State: _____ Zip: _____

Contract Contact Person: _____

Authorized Signature: _____ Date: _____

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD
AGENCY OF PAEC FLORIDA BUY 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 7 Proposal Checklist

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version (CD or portable Drive) of their proposal as well as three written 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. Submission made via email will be rejected. Please take a moment and review the checklist provided and ensure all of the required documents have been included with your submission.

Your proposal should include the following:

- _____ Narrative outlining capabilities and experience in providing Marching Band and Musical Instruments Related Equipment.

- _____ Vendor Information which includes corporate officers, mailing address, and ability to perform work in school districts and government agencies in Florida.

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

- _____ Information regarding certifications

- _____ Attachment 1- Quality Requirement Form

- _____ Attachment 2- Reference Sheet

- _____ Attachment 3- Participation in the PAEC Florida Buy Program.

- _____ Attachment 4- Pricing Sheet

- _____ Attachment 5- Questionnaire

- _____ Attachment 6- Contract Offer and Award

- _____ Attachment 9- Signed and notarized statement of non-collusion

- _____ Attachment 10 – Signed EGAR (for Federal Funds)

Attachment 8
RFP #21-04 Title Marching Band and Musical Instruments and Related Equipment
Evaluation Matrix (Informational Only to be filled out by evaluators)

Evaluation Criteria		Points	Vendor A	Vendor B	Vendor C	Vendor D
Completeness of Response to RFP (Pass/Fail)						
	ALL required schedules, forms and informational items have been submitted. The Proposer has provided evidence possesses the ability to perform the Scope of Work successfully, maintains integrity, and has the financial and technical resources to perform the work outlined in this RFP.	Pass/Fail				
A. Quality of Response		35 Points	0	0	0	0
	The respondent has all the required license and certifications required to do business in Florida.	0-2				
	Minimum of 5 years of experience in the sales and installation of products and services offered.	0-5				
	The Respondent has provided evidence of a large inventory of marching band instruments, other instruments, and related equipment/supplies.	0-15				
	The Respondent has provided a response that is easily understandable, addressed all the prescribed elements of the RFP, and has followed the formatting guidelines outlined in the RFP.	0-13				
B. Previous Experience		5 Points	0	0	0	0
	Respondent has provided evidence of experience in working with public entities.	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.	0-2.5				
C. Pricing/Warranty		30 Points	0	0	0	0
	The relative ranking of this contractor's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 4 and Section 6.	0-30				
D. Regional/State Use of Contract-Marketing		10 Points	0	0	0	0
	The extent to which the respondent has demonstrated the ability to provide products and services to eligible customers in Florida.	0-8				
	The extent to which the respondent has a marketing plan and willingness to execute it.	0-2				
E. Contract Terms & Conditions/Warranty		20	0	0	0	0
	The Contractor's warranty program compared to similar Respondents.	0-10				
	Comparative analysis of questionnaire and participation in the PAEC Florida Buy program (attachment 3 and 5).	0-10				
TOTAL		100 Points	-	-	-	-

Attachment 9
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the **Marching Band and Musical Instruments** Request for Proposals requested by the Panhandle Area Educational Consortium (PAEC) Florida Buy purchasing cooperative, has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public Signature: _____

My commission expires: _____

Attachment 10

RFP #21-04 Title Marching Band and Musical Instruments and Related Equipment

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, AEPA 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'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'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.

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 effected 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.

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.

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 determination 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 it 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.

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 on the basis of 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.

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.

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.

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 AEPA 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.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or RFP 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.

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 to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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.

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 AEPA.

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.

Vendor Certification (By Item)

Vendor Certification:

Initial

	YES, I agree or NO, I do NOT agree	
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

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 _____