**Request for Proposal**

**Flooring Solutions**

Proposals Due: March 10, 2025

No later than 3:00 PM CST

RFP #25-08



**INFORMATION SHEET**

Florida Buy State Cooperative Purchasing anticipates proceeding consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing’s sole discretion.

|  |  |
| --- | --- |
| **Description** | **Date** |
| RFP Advertised and Released  | February 14, 2025 |
| Last Day for Questions  | February 28, 2025, by 3:00 PM CST |
| Response Deadline  | March 10, 2025, by 3:00 PM CST |

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

Solicitation Acknowledgement (REQUIRED)

**This page must be signed and included with your submission. Failure to do so will result in immediate rejection of your submission.**

The undersigned certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is fair and without collusion or fraud.

**The undersigned understands and agrees that by submitting a response, the entirety of the response is subject to Florida Statue 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions:** Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida’s public records law, the bidder/proposer **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the Consortium or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked “Confidential” not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record, and by signing below, the bidder/proposer hereby agrees to this provision.)

The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2) and that any vendor-required modifications to the terms and conditions not already approved in an addendum issued by the Consortium before the solicitation due date will likely be rejected and may (in the Consortium’s complete discretion) result in the rejection of the entire submission.

The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.

**Bidder/Proposer Business Name**

**Business Address**

**Printed Name & Title of Authorized Signatory**

**Signature of Authorized Signatory (Please Sign & Date)**

**REQUEST FOR PROPOSAL**

**Flooring Solutions**

**Florida Buy State Cooperative Purchasing**

**RFP #25-08**

**RFP closing date – March 10, 2025 @ 3:00 pm CST**

The Florida Buy State Cooperative Purchasing program intends to establish a contract(s) available for school districts and all other public sector and non-profit agencies forFlooring Solutions. This is a Request for Proposal (RFP) for a single or multiple vendor/s to provide the products and/or services outlined in the Scope and Specifications. Multiple awards will be considered during the evaluation and award process.

**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 March 10, 2025, by 3:00 pm **CST**. RFPs will be opened as soon as possible following the deadline at Florida Buy State Cooperative Purchasing in Chipley, Florida. RFPs may be hand-delivered, mailed, or delivered commercially to the address below in a sealed envelope marked **“Sealed RFP for** **Flooring Solutions,** **RFP #25-08 attn. Tori Vuick.”**

**Address**: PAEC attn.: Tori Vuick
753 West Blvd

 Chipley, Florida 32428

RFPs will be accepted 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 delays in the U.S. Mail or other commercial carriers. The Respondent assumes responsibility for having the RFP deposited on time at the place specified. PAEC shall utilize the official clock for determining the time at the place where the RFP is received.

**All Questions concerning this RFP shall be directed only to:**

**RFP Coordinator: Tori Vuick**

**Email Address: tori.vuick@paec.org**

**Street Address: 753 West Blvd.**

 **Chipley, FL 32428**

**No telephone correspondence is permitted. Please send questions via email.**

**IMPORTANT: Proposals must be typed utilizing TIMES NEW ROMAN, 12-Point Font. Handwritten proposals will NOT be accepted.**

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**Section 1 – Background and Project Overview**

1. Florida statutes created the Panhandle Area Educational Consortium (PAEC) to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 15 school superintendents in Calhoun, FAMU DRS, Franklin, FSU Bay, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington. 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 to serve the needs of members and participating school districts, including all 67 school districts in Florida and 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, and other eligible entities in different states.
2. 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 RCSOs in Florida, **Florida Buy State Cooperative Purchasing is the only program offering a state-wide purchasing option.**
3. 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.
4. Florida Buy State Cooperative Purchasing is seeking a proposal/s for Flooring Solutions that includes but is not limited to the following types of flooring solutions: resilient, ceramic, porcelain tile, wood, hardwood, laminate, rubber, vinyl, broadloom carpet, carpet tile, epoxy, flooring hybrids, floor mats, rugs, supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering, and services related to the design services, removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering, as well as other flooring solutions that may be required of public schools, cities, counties, state agencies, non-profit organizations, and other eligible users of this solicitation to expand and enhance their facilities. Florida Buy State Cooperative Purchasing is expected to offer multiple awards for a specified term to cover a wide array of services and products.
5. This RFP intends to provide a comprehensive competitively solicited master agreement to one or more Respondents providing products and services to public agencies and other eligible entities. The objective is to achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals while combining the purchasing power of various sources and reducing the administrative costs to vendor partners and eligible buyers.
6. 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.
7. This solicitation should NOT be construed to include “services only” or “consulting only” solutions. Respondents may include related equipment, accessories, and services to the extent that these solutions complement the proposed equipment, products, or services.

**Section 2 - Definitions of Terms**

1. **PAEC** (Panhandle Area Educational Consortium): The Panhandle Area Educational Consortium is Florida’s first legislatively (SS 1001.451) created Educational Consortium, founded in 1967 as a support unit to help small districts with limited resources to better serve children, teachers, and administrators.PAEC presently serves 15 member districts, representing over 48,000 students, and many other non-member districts that purchase services contractually.
2. **Florida Buy State Cooperative Purchasing:** The program PAEC secures cooperative purchasing agreements for Florida schools and other eligible entities.
3. **Respondent:** The entity responding to this solicitation is ultimately placed under contract with an eligible entity electing to utilize the contract.
4. **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. It is often used when an agency seeks solutions for products and services.
5. **Buyer:** The eligible entity choosing to utilize the contract and agreement with the Respondent.
6. **Intergovernmental Cooperative Purchasing Agreement:** An agreement entered 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 Florida.
7. **Awardee:** Respondent/s selected by the evaluation committee to be awarded a contract based on the responses provided in the RFP.
8. **Published List Price:** The current pricing advertised or offered by the Respondent to general customers
9. **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 Florida and be satisfactory to the Buyer. Each bond must be in the form required by the State of Florida.
10. **Catalog Response:** A commercially available catalog of the products and services sought in the solicitation that covers the entirety of the products and services offered by the respondent. A catalog of products and services may change due to discontinued items or new items added that are relevant to the Scope of the RFP. A Catalog Response is generally offered with a percentage discount on the inventory listed in the catalog by item or category.
11. **Unique Entity ID (formerly DUNS number):** A 12-character alphanumeric ID assigned to an entity by SAM.gov
12. **MWBE:** Minority/Women-owned Business Enterprises
13. **HUB:** Historically Underutilized Business
14. **SBE:** Small Business Enterprise

**Section 3 – Terms and Conditions**

1. **Delivery Date:** Responses must be delivered **no later than 3:00 PM CST on March 10, 2025**. **The Respondent/s will provide an electronic copy, one (1) original, and three (3) copies to:**

Panhandle Area Educational Consortium

753 West Boulevard

Chipley, Florida 32428

Attn: Tori Vuick

1. Mailing of Proposals: All proposals submitted in response to the solicitation must be identified 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.
2. Questions regarding this RFP must be submitted in writing to Tori Vuick at tori.vuick@paec.org. The last day for questions will be **no later than 3:00 pm CST, February 28, 2025.** The questions and 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).
3. **Duration:** The term of the agreement will be 3 years with the option to renew for two additional 12-month terms.
4. The Respondent must provide evidence that their company has the financial resources and capacity to effectively perform the Scope of Work and provide the services outlined in this RFP.
5. Florida Buy State Cooperative Purchasing does not guarantee usage of this contract. Usage will depend on the actual needs or desires of eligible contract users and the value offered by the proposer.
6. Florida Buy State Cooperative Purchasing reserves the right to offer multiple awards under this solicitation.

**Section 4 – Vendor Profile and Experience Requirements**

1. Respondents are expected to know all applicable industry standards, laws, and regulations and be able to market and distribute the equipment, products, or services to participating entities.
2. Provide a cover letter and narrative outlining the specific experience and qualifications listed below:
	* Experience providing Flooring Solutions to schools, governmental entities, and non-profit organizations.
	* Experience evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.
	* Experience staff with appropriate licensing and credentials to perform all work associated with the scope.
	* Experience in the management of projects of multiple sizes.
	* 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 with your completed response.**
	* 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.
3. The Respondents will provide at least three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Use Attachment 3** provided with this solicitation.
4. Respondents will include in the narrative to your response that you have read and understood the RFP and can provide the products and services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all products and 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**

1. This solicitation aims to award a contract/s to Respondents who can provide the equipment, tools, solutions, and expertise to accomplish the flooring goals established by state and federal programs for education, city and county government, economic development, healthcare, and public safety.
2. This RFP seeks qualified, experienced Respondent/s who possess the necessary resources and capabilities to acquire, deliver, and perform the required supplies, materials, equipment, and labor to all member and participating Florida school districts, cities, counties, state agencies, non-profit organizations, and other eligible entities, including entities in other states.
3. Provide a wide variety of flooring products and solutions. Components of the types of this Flooring Solutions solicitation can include, but are not limited to:
	* Resilient
	* Ceramic
	* Porcelain Tile
	* Wood
	* Hardwood
	* Laminate
	* Rubber
	* Vinyl
	* Broadloom carpet
	* Carpet Tile
	* Epoxy
	* Flooring hybrids
	* Floor mats
	* Rugs
	* Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above
	* Services related to the design services, removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above
4. Respondents may include related equipment, accessories, supplies, and services to the extent that these solutions are ancillary or complimentary to the proposed equipment, products, or services.
5. This solicitation should NOT be construed to include “services only” or “consulting only” solutions. Proposers may include related equipment, accessories, and services to the extent that these solutions complement the proposed equipment, products, or services.
6. **Proposals must include a complete description of each service offering.** Generally, the solutions for participating entities are turn-key solutions, providing a combination of equipment, products, services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where participating entities can adequately install and bring to operation the proposed equipment or products.

1. Florida Buy State Cooperative Purchasing prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If the Respondent includes its subsidiary entities' equipment, products, and services, the Respondent must also identify all included subsidiaries in its proposal.

**Section 6 - Specifications**

1. The Respondent must check each specification item's “Comply” or “Deviate” box. **All deviations must be noted and explained on the attached form titled “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 offers an extensive catalog of Flooring Solutions to eligible entities.  |  |  |
| A.2 | The Respondent offers free shipping of items over $500.00 or more.  |  |  |
| A.3 | The Respondent can integrate its online catalog into the Florida Buy Marketplace.  |  |  |
| A.4 | The Respondent must be a manufacturer’s authorized sales and service dealer for all proposed products. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the Respondent and the manufacturer during the term of this contract may be added and offered through the Florida Buy State Cooperative Purchasing contract. |  |  |
| A.5 | Products and Services can be provided for eligible entities in 67 districts in Florida and beyond. |  |  |
|  A.6 | If the Respondent makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Respondent agrees to pay for the cost of any returned product due to a pricing error.  |  |  |
| A.7 | The Respondent must provide a Safety Data Sheet (SDS) for all items sold if required. A separate sheet must be provided for each item when making a purchase. |  |  |
| A.8 | The Respondent shall maintain a toll-free support line open during regular business hours, Monday through Friday. |  |  |
| A.9 | Safety Requirements – All items proposed to comply with current applicable safety or regulatory standards or codes. |  |  |
| A.10 | Warranty – All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better |  |  |

**Section 7 - General Conditions**

1. The successful Respondent will be responsible for providing all necessary personnel, materials, equipment, supervision, insurance, and services, as outlined, to accomplish the work by the specifications contained in this RFP.
2. By submission of this proposal, the Respondent certifies the following:
	* The prices in this RFP have been arrived at independently, without consultation, collusion, communication, or agreement to restrict competition as to any matter relating to such prices with any other bidder or with any competitor.
	* Unless otherwise required by law, the prices quoted in this RFP have not been knowingly disclosed by the Respondent. The Respondent will not knowingly disclose them before opening, directly or indirectly, to any other Respondent or competitor.
	* 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 to restrict competition.
	* As required by state or local law, the Respondent shall, at 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 shall be authorized to do business in Florida and be satisfactory to Buyer. Each bond must be in the form required by the State of Florida.

**Section 8 - Additional Terms and Conditions**

1. Florida Buy State Cooperative Purchasing may modify and revise all terms and conditions with the written consent of both the Cooperative and the Awardee.
2. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities, such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
3. Other state and public agency purchasing program agreements may require additional administrative fees associated with sales to be paid by the Awardee to manage the contract. The Awardee will be notified in writing and can accept or reject the Interlocal Agreement program fees.
4. 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.
5. 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.
6. 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.
7. The Respondent must provide its employees a safe, healthful, and productive work environment by supporting the maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
8. The Respondent must comply with all Occupational Health and Safety Administration (OSHA) standards.
9. The Respondent must ensure its employees have received the necessary safety equipment for the work described in the Contract Document. Personnel must be trained in the hazards associated with installation products.
10. The Respondent must always maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site and comply with all other site documentation requirements of the OSHA programs and this specification.
11. The Respondent will adequately protect the client's property and will be responsible for the cost arising out of any damage or injury due to neglect.
12. 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 described in Florida Statutes 1012.465.
13. The Respondent must provide insurance certifications reflecting coverage for worker’s compensation, applicable to 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 in automobile liability for bodily injury and property damage.
14. Individual entities utilizing the contract may request verification of insurance amounts exceeding those contained in the documents submitted. If requested, these documents must be submitted before the commencement of work.
15. 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**

1. All products and equipment should carry a minimum industry standard warranty, including materials and labor. The Respondent is primarily responsible for submitting a product-specific warranty as required and accepted by industry standards. Respondent agrees to assist the Purchaser/Lessee in solving a dispute over warranty terms with the manufacturer.
2. 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 that the products/equipment and related services are suitable for and will be performed for the ordinary use for which they are intended.
3. Respondents must be a manufacturer’s authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between Respondent and the manufacturer during the term of this contract may be added and offered through the Florida Buy State Cooperative Purchasing contract.

**Section 10 - Pricing**

1. A separate pricing sheet is attached and should be completed by the Respondent. The Respondent must submit a percentage discount from 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 such variations on the pricing sheet. It is also acceptable to list categories instead of individual items if the percentage discount is included on the worksheet. You may list each item individually or as categories. The percentage discount, however, will be for the entire category.
2. As pricing is updated, an Excel spreadsheet indicating the current list price, contract pricing showing the discount, and the savings will be submitted to Florida Buy and eligible entities, if requested, wishing to utilize the contract for purchases.
3. The pricing offered under this award must be compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.
4. List any other contracts and the pricing formulas for your contracts with other purchasing cooperatives or agencies.  **(See Attachment 6, 20.)**
5. Pricing will be based on a percentage discount from a Published List Price or standard list pricing, covering materials, installation, maintenance, and cleanup costs. The Respondent should provide verifiable evidence to support the discount compared to list pricing.
6. Catalog pricing allows for other products that have yet to be developed to be added to the catalog once they become available. It also allows for items to be removed once obsolete or discontinued.
7. Shipping may be priced separately but should be at cost with no markup.

**Section 11 - Agreement to Participate in the Florida Buy State Cooperative Purchasing Program.**

1. The Awardee/Respondent agrees to sign an Affiliation Agreement with the Florida Buy State Cooperative Purchasing program 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. It will equal 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing every quarter.** The Awardee will be provided a template for reporting sales, including 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 the 2% administrative fee is paid.

1. 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.

1. 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 the awardee hereby grants the utilization of this agreement, as permitted by applicable law, to any of the entities mentioned above.
2. The Awardee/Respondent must **sign the Membership Acknowledgement Form (Attachment 4)** stating a complete understanding of the relationship between the Respondent and the Florida Buy State Cooperative Purchasing program.

**Section 12 - Method of Evaluation and Selection**

1. Responses will be weighed on the experience and adherence to the scope, specifications, terms, and references provided.
2. The Respondent will be evaluated on the capacity in which the scope of work can be performed and the quality of the workers who perform the job.
3. The Respondent will be evaluated based on warranty information.
4. The Respondent will be evaluated based on certifications and compliance with national standards.
5. The Respondent will be evaluated based on the variety and volume of products/services offered.
6. The Respondent will be evaluated based on the lowest prices, standards established in the scope of work, and the greatest discounts offered.
7. The Respondent will be evaluated on how much the products and services offered can be extended statewide or in other states, where appropriate and law allows.
8. The Respondent will be evaluated on adherence to the specifications and scope of the RFP.
9. 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 each independent evaluator submits.
10. **Handwritten responses will not be evaluated.** If requested after the release date, RFP documents can be provided in a Microsoft Word document.

**Section 13 - Florida Buy State Cooperative Purchasing Rights to Withdraw**

1. Florida Buy State Cooperative Purchasing reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all of the Respondents are qualified 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 any Request for Proposals, or any other form of solicitation for the provision of the services.
2. Florida Buy Cooperative Purchasing reserves the right to request clarification on any response to the RFP.

**Section 14 - Additional Information**

1. 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 response.
2. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.
3. Questions regarding the RFP should be addressed to Tori Vuick at tori.vuick@paec.org. The last day for questions will be February 28, 2025. Please write Questions regarding RFP #25-08 in the subject line. Responses will be posted along with questions on the Florida Buy State Cooperative Purchasing website: [www.floridabuy.org](http://www.floridabuy.org).
4. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination based on race, color, religious creed, age, marital status, 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.
5. Respondent/s and staff must 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.
6. Small and minority businesses and women’s business enterprises are encouraged to participate in this solicitation.
7. Pursuant to EO 14151, preference in awarding contracts under this RFP will not be granted to small and minority businesses and women’s business enterprises.
8. 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**.
9. **Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.** Federal money may 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**

1. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** identified with the name of the Respondent’s company and the solicitation name and number on both the outside front cover and vertical spine. The type set should be **Times New Roman 12pt.** All responses should be delivered using standard carriers or by hand. **No electronic submissions (e-mail) will be accepted.**

1. Include a copy of the entire RFP document you are responding to before your tabulated response. Tabs should be used to separate the proposal into sections. You must include an electronic version of your response on a flash drive.

**Section 16 - Cancellation for Non-Performance or Respondent Deficiency/Standard Cancellation**

1. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded Respondent/s if the awardee/s has not used the contract or purchases are determined to be of low volume in any 12 months. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by the Respondent to carry out any obligation, term, or condition of the contract.
2. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take place 30 business days after the other party receives the notice. After the 30th business day, all work will cease following the completion of the final purchase order.

**Attachments**

**Attachment 1**

**Florida Buy State Cooperative Purchasing Agency
RFP #25-08: Flooring Solutions**

**PROPOSAL CHECKLIST**

The following items/submittals are required to be qualified as a Respondent to the RFP. The Respondent 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, FedEx, UPS, or in person). Written submissions must follow the format listed in the RFP, 12-point Times New Roman font. **Submissions made via email will be rejected.**

Please 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 and experience in providing Flooring Solutions with 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Description of which regions (state and national) your company can service.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 1 - Proposal Checklist

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 2 - Quality Requirement Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 3 - Reference Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 4 - Membership Acknowledgement Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 5 - Pricing Sheet

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 6 - Questionnaire

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 7 - Contract Offer and Award

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 8 - Interlocal Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 10 - Affidavit of Non-collusion

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 11 - Signed EDGAR Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 12 - Deviations from Section 6

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attachment 13 – Company Information Sheet

**Attachment 2
Florida Buy State Cooperative Purchasing Agency**

**RFP #25-08: Flooring Solutions**

**QUALITY REQUIREMENTS FORM**

Quality Requirements, or basic business requirements, are the minimum standards an entity must meet and certify to be considered. 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 | Safety Requirements – All items proposed to comply with current applicable safety or regulatory standards or codes. |  |  |
| 2 | Warranty – All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better |  |  |
| 5 | Certifications to perform the work outlined in the scope and specifications. |  |  |
| 6 | Minimum of 5 years of experience providing flooring products, services, and consultation.  |  |  |
| 7 | References have been provided. |  |  |
| 8 | Certificate of Insurance (Liability, Worker’s Compensation, etc.) |  |  |

**Attachment 3**

**Florida Buy State Cooperative Purchasing** **Agency**

**RFP #25-08: Flooring Solutions**

**REFERENCE FORM**

Respondent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 4**

**Florida Buy State Cooperative Purchasing** **Agency
RFP #25-08: Flooring Solutions**

**MEMBERSHIP ACKNOWLEDGEMENT FORM**

I fully understand and agree that an award of the RFP requires participation in the Florida Buy State Cooperative Purchasing program and a 2% Administrative Fee for sales generated off this contract will be paid quarterly to the Panhandle Area Educational Consortium’s Florida Buy State Cooperative Purchasing program, along with a sales report (a template of which will be provided by Florida Buy State Cooperative Purchasing) for contract management, marketing, and facilitation of this agreement. The fees will be based on 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 on 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 the 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 Florida, provided it is allowed under such state procurement laws and the same terms and conditions of this agreement.

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 5**

**Florida Buy State Cooperative Purchasing Agency**

**RFP #25-08: Flooring Solutions**

**PRICING SHEET**

General Comparison Worksheet

Use this worksheet or a compatible worksheet to list pricing proposals. It may be expanded to add other options/products. This is for comparative analysis only. **The worksheet can be substituted with an Excel spreadsheet if the columns are the same.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Company Name**:  |  |  |  |  |  |  |
|  | **Product Category** | **Labor (leave blank if not applicable)** | **List Price** | **Contract Price** | **Percentage Discount** |
| A |  |  |  |  |  |
| B |  |  |  |  |  |
| C |  |  |  |  |  |
| D |  |  |  |  |  |
| E |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Attachment 6
Florida Buy State Cooperative Purchasing Agency
RFP #25-08: Flooring Solutions**

 **QUESTIONNAIRE**

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

|  |  |  |
| --- | --- | --- |
| **Responding Company’s Name:** |  |  |
| **Instructions: 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.
 |  |
| 1. Does your company have the capability to provide training on how to use this contract?
 |  |
| 1. Describe the warranties on your products.
 |  |
| 1. What is your service area? Name the counties in Florida and other states.
 |  |
| 1. Does your company offer online ordering?
 |  |
| 1. Does your company have regional sites around Florida, and are you equipped to respond rapidly if a customer desires it?
 |  |
| 1. Explain the process of responding to a work order.
 |  |
| 1. What are your payment terms?
 |  |
| 1. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?
 |  |
| 1. Does your company offer any prompt payment discounts? If so, please describe.
 |  |
| 1. 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?
 |  |
| 1. Briefly explain your policy and the lead time required by a member placing an order to receive products/services.
 |  |
| 1. Does your company assess fuel surcharges for responses? If so, what is the charge?
 |  |
| 1. There are sometimes service issues; please describe your process for addressing these issues.
 |  |
| 1. State your company’s process for handling dissatisfied customers.
 |  |
| 1. State your company’s process for introducing new products to your list of products/services.
 |  |
| 1. Would your company consider a dedicated inside sales representative 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?
 |  |
| 1. Would your company be willing to work with each of the Florida regions on sending/mailing out printed material to members?
 |  |
| 1. Please describe your company’s 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to the Florida Buy State Cooperative Purchasing program to ensure a successful roll-out in a timely, well-communicated, responsive fashion?
 |  |
| 1. 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 program versus other agreements.
 |  |
| 1. If awarded, Will you lead with the Florida Buy State Cooperative Purchasing contract?
 |  |
| 1. If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than the pricing offered under your existing contracts?
 |  |
| 1. If other contracts are available, please describe the process Florida Buy State Cooperative Purchasing would need to transition a current purchaser who requests to utilize our contract instead of their current one.
 |  |
| 1. How would you educate your sales representatives on the strengths of our contract?
 |  |
| 1. Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program?
 |  |
| 1. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connections those members have with sales representatives.
 |  |
| 1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.
 |  |

**Attachment 7**

**Florida Buy State Cooperative Purchasing Agency**

**RFP #25-08: Flooring Solutions**

**CONTRACT OFFER AND AWARD**

OFFER TO BE COMPLETED BY RESPONDENT

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

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, and other factors of interest to the Florida Buy State Cooperative Purchasing, 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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 Respondent, you are bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, and amendments outlined in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Respondent, 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 is in writing and signed by both parties. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remaining shall not be affected. The agreement will be for 3 years with the option to renew it for two additional 12-month terms. After the first 12 months, either party may cancel the contract 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 FL School Board

Agency Executive: Thomas Register, Superintendent: Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_

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

PAEC BD \_\_\_\_\_\_\_\_\_\_\_\_\_\_

WCSB \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 8
Florida Buy State Cooperative Purchasing Agency**

**RFP #25-08: Flooring Solutions**

**INTERLOCAL AGREEMENT**

Contracting Parties

Public Entity (Participating Entity) County-District Number (if applicable)

And

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Florida Buy State Cooperative Purchasing County-District Number

This Agreement is effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be automatically renewed unless either party provides sixty (60) days prior written notice of non-renewal. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at any time upon written notice stating the reason for an effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

The Florida Legislature recognizes the PAEC “Florida Buy State Cooperative Purchasing” program as a purchasing option under Section 1010.04 (1)(b), Fla. Stat., and 1001.451(3), Fla. Stat., requiring the use of “state term contracts” (DMS) for purchases of nonacademic commodities and contractual services.

**Responsibilities of PAEC Florida Buy State Cooperative Purchasing:**

* 1. Provide for the organizational and administrative structure of cooperative contracts.
	2. Provide staff with the time necessary to operate cooperative contracts efficiently.
	3. Receive quantity requests from entities and prepare an appropriate tally of quantities.
	4. Initiate and implement activities related to the solicitation and vendor selection process.
	5. Provide Participating Entity access to cooperative contracts with procedures for ordering, delivery, and billing.
	6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in Florida.

**Responsibilities of the Participating Entity**

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the Participating Entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by Florida Buy Cooperative Purchasing.
5. Issue supplemental contracts, purchase orders, or other applicable purchase authorizations. This Agreement, however, does not obligate the Participating Entity to purchase any commodities and/or services under any Florida Buy State Cooperative Purchasing contract.
6. Accept shipments of products ordered from vendors by standard purchasing procedures.
7. Pay vendors promptly for all goods and services received.
8. Not to create any separate legal or administrative entity for participation in this Agreement or transfer any rights under this Agreement without the written consent of PAEC Florida Buy State Cooperative Purchasing.

**General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules, and regulations concerning the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. Each Participating Entity's sole responsibility is to follow their state procurement statutes concerning cooperative purchasing or joint power agreements with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the state of Florida, and the venue shall be in the county where the administrative offices of Florida Buy State Cooperative Purchasing are located, Washington County, Florida.
4. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes, or other matters between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of this Agreement being executed or the performance of the functions and obligations described herein.
7. This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter in this Agreement. No prior agreement or understanding, verbal or otherwise, by the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
8. Florida Buy State Cooperative Purchasing makes the contract available to the Participating Entity “as is” and is under no obligation to revise the contract's terms, conditions, scope, prices, and/or any other requirements for the benefit of the Participating Entity.
9. Florida Buy State Cooperative Purchasing may amend this Agreement, provided that written notice is given to the Participating Entity no less than sixty (60) days before the date that the change will take effect.
10. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid, and delivered to the parties of the Agreement.
11. The Participating Entity agrees to comply with any reasonable request for information and/or records made by Florida Buy State Cooperative Purchasing. Breach of this provision may be grounds for termination after a 10-day written notice to the Participating Entity.

**Authorization**

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Participating Entity Florida Buy State Cooperative Purchasing

 John T. Selover

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **PAEC Executive Director**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

 **Tori Vuick**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Contact

 **Resource Specialist**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Contact Title of Contact

 **753 West Blvd.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address Street Address

 **Chipley, FL 32428**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State Zip City, State Zip

 **850-638-6274**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Phone

 **tori.vuick@paec.org**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Email

**Attachment 9**

**Florida Buy State Cooperative Purchasing**

**RFP #25-08: Flooring Solutions**

**EVALUATION MATRIX**

**Informational Only**

**INSTRUCTIONS FOR EVALUATORS:** Florida Buy 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. Briefly comment and give the initial score of the proposal evaluation worksheet.

**CONFLICT OF INTEREST**: Each evaluator must review the list of Respondents submitting proposals and determine if they or any immediate family members have a conflict of interest regarding a Respondent.   By signing this proposal evaluation worksheet, the evaluator confirms that no conflict of interest exists with the Respondent being evaluated.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Points**  | **Vendor A**  | **Vendor B**  | **Comments** |
| **A.** **Quality of Response**  | **20 Points**   |    |    |  |
| The Respondent has all the licenses and certifications required for business in Florida.   | **0-4**   |  |    |  |
|   The Respondent has provided a clearly defined narrative that details the nature, leadership, business model, and a complete understanding of the requirements of the RFP.    | **0-4**   |    |    |  |
| The Respondent has demonstrated that the company has the capacity, inventory, and variety of products to satisfactorily provide options for use by public agencies and other eligible users.      | **0-4**   |    |    |  |
| The Respondent has provided evidence of Worker’s Compensation and Liability Insurance.  | **0-4**   |    |    |  |
| The respondent can offer its products in an online catalog that integrates into Florida Buy’s Marketplace or provides a web-based ordering option unique to Florida Buy.  | **0-4** |  |  |  |
| **B.** **Previous Experience**  | **20 Points**   |    |    |  |
|   The Respondent has provided evidence of at least 5 years of experience working with public entities providing services and supplies outlined in the RFP.  | **0-10**   |    |    |  |
| The Respondent has provided up to three references attesting to the quality of products, services offered, pricing, and overall quality of any installations.  | **0-10**  |    |    |  |
| **C.** **Pricing/Warranty**  | **20 Points**   |    |    |  |
|   The relative ranking of this Respondent’s pricing proposal compared to other RFP submissions is based on information provided in Section 10 and Attachment 5.    | **0-10**   |    |    |  |
| The relative ranking of this Respondent’s warranty proposal compared to other RFP submissions is based on the information provided in Section 9 and Attachment 6, #3. | **0-10** |  |  |  |
| **D.** **Regional/State Use of Contract-Marketing**  | **20 Points**   |    |    |  |
|   The Respondent has identified the certifications required to perform the work outlined in the Scope and Specifications.   | **0-10**  |    |    |  |
|   The extent to which the Respondent has a marketing plan relevant to the Florida Buy State Cooperative Purchasing contract and willingness to execute it.  | **0-10**   |    |    |  |
| **E. Contract Terms & Conditions**   | **20 Points** |    |    |  |
|   History of meeting the delivery timelines. | **0-10**   |    |    |  |
| Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 4 and 6).   | **0-10**   |    |    |  |
| **TOTAL**  | **100 Points** |  |   |   |

**Attachment 10**

**Florida Buy State Cooperative Purchasing Agency**

**RFP #25-08: Flooring Solutions**

**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 their 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 equipment, commodities, and/or services to members and affiliate members of the Agency by 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 statewide.
6. This is to certify that we have completed, reviewed, approved and included all the required information in 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 11**

**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 that may apply to specific agency purchases using federal grant funds.

For each item 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 acknowledgment 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 vendor cannot 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.

## **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 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 \_\_\_\_\_\_\_\_\_\_\_

## **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 terms and conditions 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 with written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the vendor for goods and services delivered to the participating agency before 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 provided as of the termination date, the vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how 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 \_\_\_\_\_\_\_\_\_\_\_

## **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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), by 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. The 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 the vendor agrees that it shall comply with such provision.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Davis Bacon Act**

When required by Federal program legislation, the vendor agrees that, for all participating agency construction contracts/purchases in excess of $2,000, the 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, the 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, the 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/) The vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon the vendor's acceptance of wage determination.

The 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 should give up any part of the compensation to which they are otherwise entitled.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **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, the 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, the 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 apply 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 purchasing 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 \_\_\_\_\_\_\_\_\_\_\_

## **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 \_\_\_\_\_\_\_\_\_\_\_

## **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 subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 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, the 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 \_\_\_\_\_\_\_\_\_\_\_

## **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 0MB 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 and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The vendor certifies that the vendor is not currently 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 a vendor is later listed on the government-wide exclusions in SAM or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors applying or bidding 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 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 \_\_\_\_\_\_\_\_\_\_\_

## **Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, the 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 the 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 \_\_\_\_\_\_\_\_\_\_\_

## **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 CFRR 200.323(b). When required by a participating agency, the 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, the vendor agrees that the total cost, including profit, charged to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendor's contract with Florida Buy State Cooperative Purchasing.

Yes, I agree \_\_\_\_\_\_\_\_\_\_ No, I disagree \_\_\_\_\_\_\_\_\_\_\_ Initials \_\_\_\_\_\_\_\_\_\_\_

## **General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, the vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with the 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. My company authorizes me to certify all consents and agreements contained herein.

Name of Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Personnel

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

**Attachment 12**

**Florida Buy State Cooperative Purchasing
RFP #25-08: Flooring Solutions**

**DEVIATIONS FROM SECTION 6 (Specifications)**

Please explain items marked “Deviate” from the specifications table listed between A.1 and A.10 in Section 6 (also listed below).

| **Item** | **Description** | **Comply** | **Deviate** |
| --- | --- | --- | --- |
| A.1 | The Respondent offers an extensive catalog of Flooring Solutions to eligible entities.  |  |  |
| A.2 | The Respondent offers free shipping of items over $500.00 or more.  |  |  |
| A.3 | The Respondent can integrate its online catalog into the Florida Buy Marketplace.  |  |  |
| A.4 | The Respondent must be a manufacturer’s authorized sales and service dealer for all proposed products. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the Respondent and the manufacturer during the term of this contract may be added and offered through the Florida Buy State Cooperative Purchasing contract. |  |  |
| A.5 | Products and Services can be provided for eligible entities in 67 districts in Florida and beyond. |  |  |
|  A.6 | If the Respondent makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Respondent agrees to pay for the cost of any returned product due to a pricing error.  |  |  |
| A.7 | The Respondent must provide a Safety Data Sheet (SDS) for all items sold if required. A separate sheet must be provided for each item when making a purchase. |  |  |
| A.8 | The Respondent shall maintain a toll-free support line open during regular business hours, Monday through Friday. |  |  |
| A.9 | Safety Requirements – All items proposed to comply with current applicable safety or regulatory standards or codes. |  |  |
| A.10 | Warranty – All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better |  |  |

**Instructions:**

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

|  |  |
| --- | --- |
|   | **No**, this responder does not have deviations (exceptions or alternates) to the specifications listed between A.1 and A.10. |
|   | **Yes**, this responder has the following deviations to the specifications listed between A.1 and A.10.  |

|  |  |
| --- | --- |
| **Specification (describe)**  | **Details of Deviation**  |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 13**

**Florida Buy State Cooperative Purchasing Agency
RFP #25-08: Flooring Solutions**

**COMPANY INFORMATION**

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

|  |  |
| --- | --- |
| **Vendor Information** |  |
| Name |  |
| Logo  | (Weblink) |
| 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 |  |