Request for Proposal

Modular & Pre-Engineered Buildings

Proposals Due: September 23, 2021
No later than 3:00 p.m. CST

RFP #21-15

Florida BUY

Panhandle Area Educational Consortium
PURCHASING AGENCY

REQUEST FOR PROPOSAL

Modular & Pre-Engineered Buildings

Florida Buy State Cooperative Purchasing

RFP #21-15

RFP closing date – September 23, 2021 @ 3:00PM CST

It is the intention of the Florida Buy State Cooperative Purchasing program to establish a contract available for school districts and all other public sector and non-profit agencies for Modular & Pre-Engineered Buildings. This is a solicitation for single or multiple vendor/s to provide the products and services outlined in the Scope for all 67 Florida counties and School Districts in the state or regionally, particularly, Northwest Florida, North Florida, Central Florida, and South Florida. Therefore, 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) shall be received by **September 23, 2021, 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 by commercial means to the address below in a sealed envelope marked **"Sealed RFP for Modular & Pre-Engineered Buildings, RFP #21-15" attn. Tori Baxley".**

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

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

All Questions concerning this RFP shall be directed only to:

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

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

IMPORTANT: Proposals shall be typed utilizing TIMES NEW ROMAN, 12-Point Fonts.
Handwritten proposals will NOT be accepted.

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Section 1 – Background and Project Overview

A. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, Washington, and FAMU Developmental Research School. The Washington County, Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the ***Florida Buy State Cooperative Purchasing*** program. The program was created exclusively to serve the needs of member and participating school districts which include all **67 school districts in Florida as well as all public, private, and charter schools. The services and the commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, non-profit organizations as well as other eligible entities in other states.**

B. In 2016, the Florida Legislature recognized the authority of **"*Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations*"** (RCSO) to serve as an option for the purchase of "*commodities and contractual services"* for district school boards and the Florida College System. This new law, **F.S. 1010.04 (1) (b)** requires such institutions "*to review pricing through state term contracts"* or RCSO.

C. The North East Florida Educational Consortium (NEFEC), which consists of the school districts in Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, Union, P.K. Yonge DRS, and the Florida School for the Deaf and Blind, and Heartland Educational Consortium (HEC), which consists of the school districts in DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee, partner with the Florida Buy program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.

D. It is the intention of the Florida Buy State Cooperative Purchasing program to seek a proposal/s from a manufacturer, or a national distributor, or a company with distribution channels broadly scattered to serve all regions in Florida and beyond, and that provide Modular & Pre-Engineered Buildings. Respondent shall provide statewide rental, leasing, selling, delivery, set-up/removal, of Pre-Engineered/Portable/Modular Buildings, on-site storage containers, along with related services such as covers, walkways, and relocatable ramps.

E. Florida Buy State Cooperative Purchasing is seeking a comprehensive and competitively solicited master agreement that offers Modular & Pre-Engineered Buildings to public agencies and other eligible entities in Florida as well as other states where appropriate. It does not, however, constitute an offer to purchase products by the Florida Buy State Cooperative Purchasing program. 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 multiple sources and reducing the administrative costs to both vendor/partners and eligible buyers.

F. Components of this solicitation would include, but not be limited to a full line of Modular & Pre-Engineered Buildings with related products and supplies, and should be read to include, but not

be limited to portable buildings, modular buildings, pre-engineered metal/hard wall buildings, portable classrooms, mobile offices, storage containers, re-locatable walkways, covers, ramps, fleet buildings, workforce camps/housing, emergency/disaster relief space, restroom buildings, stair systems/access ladders, wheelchair ramps, aluminum walkways, and other related services.

Section 2- Definition of Terms

A. **PAEC (**Panhandle Area Educational Consortium)**:** A regional educational consortium legislatively created by Florida Statute and governed by the school superintendents from districts that comprise the consortium. PAEC manages many initiatives for the consortium, including the Florida Buy State Cooperative Purchasing program.

B. **Florida Buy State Cooperative Purchasing:** The program managed by PAEC to secure cooperative purchasing agreements on behalf of Florida schools and other eligible entities.

C. **Respondent:** The entity responding to this solicitation and ultimately placed under contract with an eligible entity electing to utilize the contract.

D. **RFP:** A *request for proposal* is a document that an organization provides to announce a new project opportunity through a bidding process to interested parties and is often used when agency is seeking solutions for needed products and services.

E. **Buyer:** The eligible entity choosing to utilize the contract and agreement with the Respondent.

F. **Intergovernmental Cooperative Purchasing Agreement:** An agreement entered by Florida Buy State Cooperative Purchasing and other eligible purchasing cooperatives or state purchasing agencies to expand the use of the awarded contract to other regions nationally and within the state of Florida.

G. **Awardee:** Respondent/s selected by the evaluation committee to be awarded a contract based on the responses provided in the RFP

H. **Published List Price**: The current pricing advertised or offered by the Respondent to general customers.

I. **Performance and Payment Bond:** An agreement that promises you will follow through with your commitments. They are required in contracts over $35,000 with the Federal Government and must be 100% of the contract value. They are often required in conjunction with performance bonds.

J. **Portable Building:** Constructed off-site, transported to the site in two or more separate units, assembled on site providing one complete unit capable of being disassembled and/or relocated as one unit.

K. **Modular Building:** A building built in three-dimensional sections (or modules) in a factory environment. Smaller sections or modules are constructed separately at the factory using conventional commercial wall, floor, roof, and ceiling materials. All major systems including mechanical, electrical, plumbing and finishes are completed prior to shipping and installation at the site in semi-permanent or permanent condition.

L. **Mobile Office:** Constructed on a chassis, 12 or 14 feet wide and in lengths up to 60 feet. Shall be equipped with interior walls, electrical connections, HVAC, and lighting.

M. **Storage Containers:** Storage containers like the ISO intermodal shipping container and capable of being store on site. Normally 20 or 40 feet long and 8 feet wide.

N. **Re-locatable Walkways, Covers and Ramps:** Constructed of suitable metal material to withstand prolong usage and relocation.

O. **Fleet Buildings:** A group of buildings for rental/lease placed into service over a period of years that may not meet the most current edition of the International Building Code. Other Related

P. **Products and Services:** Products and services normally provided by the vendor

Q. **Purpose of DUNS:** A DUNS number is a unique nine-character number used to identify your organization. The federal government uses the DUNS number to track how federal money is allocated.

Section 3 – Terms and Conditions

A. Delivery Date: Written responses shall be delivered **no later than 3:00 p.m. central time on September 23, 2021**. **The Respondent(s) will provide an electronic copy, one (1) original, and three (3) copies to:**

Panhandle Area Education Consortium
753 West Blvd
Chipley, Florida 32428
Attn: Tori Baxley

B. Mailing of Proposals: All proposals submitted in response to the solicitation shall be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages shall be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date will be rejected.**
From_____
Company Address _____
City, State, Zip _____
Solicitation Name and Number _____

C. Questions regarding this RFP will be submitted in writing to Tori Baxley at tori.baxley@paec.org. The last day for questions will be **no later than 3:00 PM CST September 9, 2021.** The questions along with responses will be compiled and maintained under this announcement on the Florida Buy State Cooperative Purchasing website at www.floridabuy.org.

D. **Duration:** The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms.

E. The Respondent shall provide evidence that his/her company has the financial resources and capacity to affectively perform the Scope of Work and provide the services outlined in this RFP.

F. Florida Buy State Cooperative Purchasing does not guarantee usage of this contract. Usage will depend on the actual needs or desires of eligible users of the contract and the value offered by the proposer.

G. Florida Buy State Cooperative Purchasing reserves the right to offer multiple awards under this solicitation.

Section 4 – Vendor Profile and Experience Requirements

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

1. Experience providing Modular & Pre-Engineered Buildings to schools, governmental entities, and non-profit organizations.

2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.

3. Experienced staff with appropriate licensing and credentials to perform all work associated with the scope.

4. Experience in management of large-scale projects.

5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements in Attachment 2 and submit it with your completed bid.**

6. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Respondents to perform the covered services.

B. The Respondent will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Please use Attachment 3** provided with this solicitation.

C. Include in the cover letter to your response a statement that you have read and understood the RFP and are able to provide the services and products requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in Attachment 6.**

D. Respondent shall provide a summary of their history of meeting the delivery and installation timelines and describe situations where projects were delayed or ahead of schedule. Please provide examples of verifiable documentation.

Section 5 – Scope/Statement of Work

A. The Florida Buy State Cooperative Purchasing program is actively seeking proposals and turnkey solutions from qualified vendor/s to establish a contract with vendor/s for Modular & Pre-Engineered Buildings. Respondent shall provide statewide rental, leasing, selling, delivery, set-up/removal, of Pre-Engineered/Portable/Modular Buildings, on-site storage containers, along with related services such as covers, walkways, and relocatable ramps.

B. Respondent shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Respondent has existing cooperative contracts in place, Respondent is requested to submit pricing equal or better than those in place.

C. Florida Buy State Cooperative Purchasing is seeking a service provider that has the capabilities of resources necessary to complete all phases of this RFP.

D. While this solicitation specifically covers Modular & Pre-Engineered Buildings, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

E. The Respondent may offer its products/services to educational, other public sector agencies, and non-profit organizations in other states who allow its agencies and public institutions to utilize the purchasing contract.

F. Provide sales and marketing representatives that can educate, introduce, and demonstrate products and services to customers that are eligible to utilize the purchasing agreement established through the RFP.

G. Demonstrate that it possesses the necessary resources to, and agrees to, provide a comprehensive training and support program on the operation, and use of the contract agreement.

H. Respondent agrees to provide current and updated prices to Florida Buy State Cooperative Purchasing routinely and to contract customers upon their request.

I. New products may be added at the established discounts. Discontinued products may be removed from the catalog.

J. Discounts shall be submitted in the form of a single firm-fixed percentage discount to be deducted from the current preprinted catalog, electronic catalog, or manufacturer prices and shall include all delivery, freight, unloading and/or shipping and handling costs to the ordering location unless otherwise noted on the bid. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Only Manufacturer's issued price lists will be accepted. The discount offered, shall be higher than 0% for all components except shipping. Shipping cost shall not exceed the actual cost.

K. Even though catalog prices may change throughout the year, the percentage discount shall remain firm for the entire contract period. The single fixed percentage discount for the awarded

vendor shall apply to the catalog price list of all catalog items. The awarded vendors are free to offer greater discounts for individual transactions and offer better discounts throughout the term of the awarded contract.

Section-6 - Specifications

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

Item	Description	Comply	Deviate
A.1	The Respondent will have access to a full inventory of the requested product line including but not limited to: • Portable Buildings • Modular Buildings • Pre-Engineered Metal/Hard wall Buildings • Portable Classrooms • Mobile Offices • Storage Containers • Re-Locatable Walkways, Covers, and Ramps • Fleet Buildings • Workforce Camps & Workforce Housing • Emergency/Disaster Relief Space • Restroom Buildings • Stair Systems and Access Ladders • Wheelchair Ramps • Aluminum Walkways • Other Related Services		
A.2	Work in conjunction with other Florida Buy Contractors to maximize energy efficiencies.		
A.3	The Respondent must be a manufacturer or 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.4	Products and Services can be provided for Public Sector Agencies in all 67 districts in the State of Florida and beyond.		
A.7	The Respondent will provide all hardware necessary to complete the installation, furnish all subsequent equipment, and resolve all problems during installation.		

Item	Description	Comply	Deviate
A.8	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 cost of any returned product due to a pricing error.		
A.9	The Respondent shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.		
A.10	The Respondent shall maintain a toll-free support line open during regular business hours Monday through Friday.		
A.11	In the event Florida Buy State Cooperative Purchasing has an established contract with a manufacturer and the Respondent has as well, the Respondent will honor the discounts offered by the Florida Buy Contractor if less than those offered by the Respondent.		

Section 7- General Conditions

A. **Respondent agrees to provide a spreadsheet containing all the items under contract, when requested, with up-to-date pricing for verification of current published list price.**

B. The successful Respondent shall be responsible for providing all necessary personnel, materials, equipment, supervision, insurance, and services, as outlined to accomplish the work in accordance with the specifications contained in this RFP.

C. By submission of this proposal, the Respondent certifies the following:

1. The prices in this RFP have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor.

3. No attempt has been made or shall be made by the Respondent to induce any other person or bidder to submit or not to submit a proposal for the purpose of restricting competition.

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

Section 8- Additional Terms and Conditions

A. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.

B. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

C. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

D. 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 shall guarantee to perform all obligations under this Contract.

E. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Awardee. A change of name agreement will not change the contractual obligations of the Vendor/Awardee.

F. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

G. The Respondent shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.

H. The Respondent shall comply with all Occupational Health and Safety Administration (OSHA) standards.

I. The Respondent shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel shall be trained in the hazards associated with installation products.

J. The Respondent shall always maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site, as well as comply with all other site documentation requirements of the OSHA programs and this specification.

K. The Respondent shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.

L. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and shall comply with the Jessica Lunsford Act as described in Florida Statutes 1012.465.

M. The Respondent must provide insurance certifications reflecting coverage for worker's compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than $1,000,000 single limit per occurrence or required

by entities utilizing the Florida Buy State Cooperative Purchasing contract. The certifications should also provide evidence of coverage for not less than $1,000,000 automobile liability for bodily injury and property damage.

N. Individual entities utilizing the contract may request verification of insurance amounts exceeding those contained in the documents submitted. If, requested, these documents will be required to be submitted prior to the commencement of work.

O. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, religion ancestry, sex, national origin, affection preference, disability, age, marital status, or status regarding public assistance or as a disabled veteran.

Section 9- Warranty

A. All products and services should carry a minimum industry standard warranty that includes materials and labor. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.

B. **Additional Warrants:** The Respondent warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, the Respondent warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

Section 10- Pricing

A. A separate pricing sheet is attached and should be completed by the Respondent. The Respondent shall submit a percentage discount from catalog pricing. **Attachment 5 must be completed.** It is 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.

B. Respondent is required to provide pricing for the following products. The items are for pricing comparison only for each Respondent and is not all inclusive of what each Respondent may offer.

Each item should include total pricing for a turnkey solution including HVAC, electrical, plumbing, and all other required elements relevant to Florida building codes and stipulations from the Florida Department of Education for classroom construction.

- Classroom:
    - 2 Classroom building with two doors; 24 feet x 60 feet
    - 2 Classroom building with two doors and restroom; 24 feet x 60 feet
    - 4 Classroom building with doors; 56 feet x 64 feet
    - 4 Classroom building with doors and restroom; 56 feet x 66 feet
    - 6 Classroom modular building with doors; 64 feet x 97 feet

- 6 Classroom modular building with doors and restroom; 64 feet x 97 feet
- Mobile Office:
  - Constructed on chassis in widths of 12 or 14 feet and lengths up to 65 feet. Complete with interior walls, HVAC, lighting, and electrical outlets.
- Storage Equipment:
  - 8 feet x 20 feet, metal, reinforced fiberglass, or aluminum container with two lockable doors
  - 8 feet x 40 feet metal, reinforced fiberglass, or aluminum container with two lockable doors

C. As pricing is updated, an excel spreadsheet indicating 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.

D. The pricing offered under this award shall be compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.

E. List any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies. **(See Attachment 6, number 20.)**

F. Pricing will be based on a percentage discount from a Published List Price or standard list pricing and cover the cost of both materials, installation, maintenance, and cleanup. The Respondent shall provide verifiable evidence to support the discount compared to list pricing.

G. Catalog pricing allows for other buildings, configurations, related and relevant products (walkways, coverings, sidewalks, etc.), supplies, maintenance, and other products that have yet been developed, to be added to the catalog once they come available. Conversely, it allows for items to be removed once obsolete.

H. Shipping may be priced separate but should be at cost with no mark up.

I. Prevailing Wage: It shall be the responsibility of the Awardee to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Awardee to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

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

A. The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative

Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.

B. The Florida Buy State Cooperative Purchasing program will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on www.floridabuy.org which will contain general information about the services performed along with contact information of the awardee.

C. The Awardee will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that Florida Buy State Cooperative Purchasing, as the awarder, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.

D. The Awardee shall **sign an acknowledgement form (Attachment 4)** stating full understanding of the relationship between the Awardee and the Florida Buy State Cooperative Purchasing program.

Section 12- Method of Evaluation and Selection

A. Responses will be weighed on the experience and references provided.

B. The Respondent will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality and quantity of the workers who perform the work.

C. The Respondent will be evaluated based on warranty information.

D. The Respondent will be evaluated based on certifications and compliance with national standards.

E. The Respondent will be evaluated based on the variety and volume of products/services offered.

F. The Respondent will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.

G. The Respondent will be evaluated on the extent that the products and services offered can be extended statewide or in other states, where appropriate and law allows.

H. The Respondent will be evaluated on adherence to the specifications and scope of the RFP.

I. The RFP will be opened as soon as possible following the deadline. The award will be based on the aggregate on the number of points that are submitted by each independent evaluator.

J. **Handwritten responses will <u>not</u> be evaluated. RFP documents can be provided in a Microsoft Word document if requested after the release date.**

Section 13- Florida Buy State Cooperative Purchasing Rights to Withdraw

A. 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 the Respondents are unqualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in this RFP.

B. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.

Section 14-Additional Information

A. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when determined such action would be in the best interest of Florida Buy State Cooperative Purchasing and further reserves the right to waive any non-conformity in a response.

B. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.

C. Questions regarding the RFP should be addressed to **Tori Baxley** at tori.baxley@paec.org. **The last day for questions will be September 9, 2021. In the subject line, please write: Questions regarding RFP #21-15.** Responses will be posted along with questions on the Florida Buy State Cooperative Purchasing website: www.floridabuy.org.

D. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.

E. Respondents and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.

F. Small and minority businesses and women's business enterprises are encouraged to participate in this solicitation.

G. Sign the **Contract Offer and Award Letter (Attachment 7)** and include it with your response. The Respondent must sign and have notarized the Affidavit of Non-collusion found in **Attachment 9**.

H. **Certification regarding debarment, suspension, ineligibility, and voluntary exclusion**. Federal money may potentially be used to pay for all or part of the work under the Contract, therefore the Respondent certifies that it complies with federal requirements on debarment, suspension, ineligibility, and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. The Respondents' certification is a material representation upon which the Contract award will be based.

Section 15-Proposal Format

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

B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections. Must include an electronic version of your response on a flash drive.

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

A. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded Respondent/s if awardee/s have not utilized the contract, or if purchase volume is determined to be of low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.

B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Section 17- Timetable for Response

A. Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing's sole discretion.

1. RFP advertised and released **August 13, 2021.**
2. Last day for questions: **September 9, 2021, by 3:00 pm CST**
3. Response deadline: **September 23, 2021, 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.

Attachments

Attachment 1
Florida Buy State Cooperative Purchasing Agency
PROPOSAL CHECKLIST

The following items/submittals are required to be qualified as a Respondent to the RFP. The Respondent shall 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 shall follow the format listed in the RFP which is 12-point Times New Roman font. **Submission 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, past experience, and qualifications in providing Modular & Pre-Engineered Buildings and complete information relative to and addressing the scope and specifications.

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

_____Liability and Worker's Compensation Certificates

_____Description of which regions (state and national) your company can service.

_____Attachment 1- Proposal Checklist

_____Attachment 2- Quality Requirement Form

_____Attachment 3- Reference Sheet

_____Attachment 4- Membership Acknowledgement Form

_____Attachment 5- Pricing Sheet

_____Attachment 6- Questionnaire

_____Attachment 7- Contract Offer and Award

_____Attachment 9- Signed Non-Collusion Affidavit

_____Attachment 10- Signed EDGAR form

_____Attachment 11-Deviations from Section 6 (Specifications)

_____Attachment 12-Company Information Sheet

Attachment 2
Florida Buy State Cooperative Purchasing Agency
QUALITY REQUIREMENT FORM

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

Quality Requirements		Yes	No
1	Minimum of 5 years of experience in providing multiple options for Modular & Pre-Engineered Buildings.		
2	References have been provided.		
3	Certificates of Insurance (Liability, Workers Compensation, Auto)		
4	Certifications to perform the work outlined in the Scope and Specifications		

Attachment 3
Florida Buy State Cooperative Purchasing Agency
REFERENCE FORM

Respondent: _____

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

Reference_____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

_____

_____

Reference_____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

_____

_____

Reference_____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

_____

_____

Attachment 4
Florida Buy State Cooperative Purchasing Agency
MEMBERSHIP ACKNOWLEDGEMENT FORM

I fully understand and agree that an award of the RFP requires 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 off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

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

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

Print Name_____

Signature _____

Date _____

Attachment 5
Florida Buy State Cooperative Purchasing Agency
RFP #21-15 Modular & Pre-Engineered Buildings
PRICING SHEET

General Comparison Worksheet

Please use this worksheet or compatible worksheet to list pricing proposals. It may be expanded to add other options/products. This is for comparative analysis only.

Company Name:					
	Modular & Pre-Engineered Buildings	**Labor (leave blank if not applicable)**	**List Price**	**Contract Price**	**Percentage Discount**
A	2 Classroom building with two doors; 24 feet x 60 feet				
B	2 Classroom building with two doors and restroom; 24 feet x 60 feet				
C	4 Classroom building with doors; 56 feet x 64 feet				
D.	4 Classroom building with doors and restroom; 56 feet x 64 feet				
E.	6 Classroom modular building with doors; 64 feet x 97 feet				
F.	6 Classroom modular building with doors and restroom; 64 feet x 97 feet				
G.	Mobile Office: Constructed on chassis widths of 12 or 14 feet and lengths up to 65 feet.				
H.	Storage Equipment: 8 feet x 20 feet, metal reinforced fiberglass, or aluminum container with two lockable doors				
I.	8 feet x 40 feet metal, reinforced fiberglass, or aluminum container with two lockable doors				

Attachment 6
Florida Buy State Cooperative Purchasing Agency
QUESTIONNAIRE

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

Responding Company's Name:	
Instructions: For those responding to the RFP, please respond to the questions below.	
Question	**Response**
1. As you envision it, what is your company's role in the partnership with Florida Buy State Cooperative Purchasing? Please include sales and marketing strategies.	
2. Does your company have the capability to provide training on how to use the Cooperative Contract?	
3. Describe the warranties on your products.	
4. Can your company provide services in all 67 counties in Florida and beyond? If no, please list the counties that can be served under this contract.	
5. Does your company offer online ordering?	
6. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	
7. Please explain the process of responding to a work order.	
8. What are your payment terms?	
9. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	
10. Does your company offer any prompt payment discounts? If so, please describe.	
11. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess?	

12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	
13. Does your company assess fuel surcharges for responses? If so, what is the charge?	
14. At times there are issues with service? Please describe your process for addressing these issues.	
15. State your company's process for handling dissatisfied customers.	
16. State your company's process for introducing new products to the list of services you offer.	
17. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?	
18. Would your company be willing to work with each of the Florida regions on sending/mailing out printed material to Cooperative 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 the Florida Buy State Cooperative Purchasing to ensure a successful roll-out in a timely, well communicated, responsive fashion?	
20. Please list the contracts your company currently holds that may compete directly with the Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts. Will you lead with the Florida Buy State Cooperative Purchasing Contract, if awarded? Please answer yes or no.	

If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than pricing offered under your existing contracts? If other contracts are available, please describe the process Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract.	
21. How would you educate your sales representatives on the strengths of our contract? 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?	
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.	
24. Districts using Federal money for purchasing will require a DUNS number, does your company have a DUNS number? If so, please provide the number. If not, are you willing to apply for one? https://fedgov.dnb.com/webform/	

Attachment 7
Florida Buy State Cooperative Purchasing Agency
RFP #21-15 Modular & Pre-Engineered Buildings
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 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 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 PAEC 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 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 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 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_____

PAEC BD_____
WCSB _____

Attachment 8
Florida Buy State Cooperative Purchasing
RFP #21-15 Modular & Pre-Engineered Buildings
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. Make a brief 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 signature on a proposal evaluation worksheet, evaluator is confirming no conflict of interest exists with the Respondent being evaluated.

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

Evaluation Criteria	Points	Vendor A	Vendor B	Comments
A. Quality of Response	**35 Points**			
The Respondent has all the required license and certifications required to do business in Florida.	**0-2**			
The Respondent has provided a clearly defined narrative that details the nature, leadership, business model, and a complete understanding of the requirements of the RFP.	**0-5**			
The Respondent has clearly demonstrated that the company has the capacity, inventory, and variety of products to satisfactorily provide options for use by public agencies and other eligible users.	**0-8**			
The Respondent has provided evidence of Worker's Compensation and Liability Insurance.	**0-5**			
Conformance to Terms and Conditions	**0-15**			
B. Previous Experience	**5 Points**			
The Respondent has provided evidence of at least 5 years of experience in working with public entities to provide services and supplies outlined in the RFP.	**0-2.5**			

The Respondent has provided up to three references attesting to the quality of products, services offered, pricing, and overall quality of any installations. 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**			
The relative ranking of this Respondent's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 5 and Section 6.	**0-30**			
D. Regional/State Use of Contract-Marketing	**10 Points**			
The Respondent has clearly identified the Certifications to perform the work outline in the Scope and Specifications.	**0-8**			
The extent to which the Respondent has a marketing plan relevant to the Florida Buy State Cooperative Purchasing contract and willingness to execute it.	**0-2**			
E. Contract Terms & Conditions	**20**			
History of meeting the delivery and installation 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 9

Florida Buy State Cooperative Purchasing Agency
AFFIDAVIT OF NON-COLLUSION

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

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

1. This is to certify that the respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.

2. This is to certify that neither I, nor to the best of my knowledge, information and belief, the respondent, nor any officer, director, partner, member or associate of the respondent, nor any of its employees directly involved in obtaining contracts with ***Florida Buy State Cooperative Purchasing***, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

3. This is to certify that the respondent, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the RFP submittal.

4. This is to certify that if awarded a contract, the respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this RFP.

5. This is to certify that the respondent is authorized by the manufacturer(s) to sell all proposed products on a statewide basis.

6. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these RFP forms.

Authorized Representative (Please print or type)	Mailing Address
Title (Please print or type)	City, State, Zip
Signature of Authorized Representative	Date

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

Notary Public in and for County of _____ State of _____

My Commission Expires on _____ Signature _____

Attachment 10

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

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

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

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

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

2. **Termination for Cause of Convenience**
   For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

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

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

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

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

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

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

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

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

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

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

5. **Contract Work Hours and Safety Standards Act**
Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

6. **Right to Inventions Made Under a Contract or Agreement**
If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

7. **Clean Air Act and Federal Water Pollution Control Act**
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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

8. **Debarment and Suspension**
Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 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, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

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

9. **Byrd Anti-Lobbying Amendment**
Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award.

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

11. Profit as a Separate Element of Price

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

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

12. General Compliance with Participating Agencies

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

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

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

_____

Name of Company

_____

Signature of Authorized Personnel

_____ Date_____

Printed Name

Attachment 11
Florida Buy State Cooperative Purchasing
DEVIATIONS FROM SECTION 6 (Specifications)

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

Deviations

Instructions:

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

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

Specification (describe)	Details of Deviation

Signature: _____ Date: _____

Attachment 12
Florida Buy State Cooperative Purchasing Agency
COMPANY INFORMATION

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

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