

Request for Proposal

Technology Catalog of Services and Products

Proposals Due: October 19, 2018
No later than 4:00 p.m. CT

RFP #19-02



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Section 1 – Background and Project Overview

- A. The Panhandle Area Educational Consortium (PAEC) is a 51-year old organization created to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Walton, Washington, Holmes, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, Liberty and Florida A and M DRS. The Washington County, Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the **PAEC Florida Buy** program. The program was created to serve the needs of member and participating school districts which include all 67 school districts in Florida 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, and other eligible entities. Eligible entities in other U.S. states, where permitted by applicable law, may also utilize the contracts established through the PAEC Florida Buy program.

The PAEC Florida Buy program participates and represents Florida as a member on the Association of Educational Purchasing Agencies (AEPA) which consist of 27 state purchasing agencies. AEPA routinely releases national solicitations to leverage the combined purchasing power of all its members. While the solicitations are released nationally, all are awarded by each member state in compliance with procurement guidelines in each individual state.

- B. In 2016, the Florida Legislature recognized the authority of “***Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations***” (RCSO) to serve as an option for the purchase of “*commodities and contractual services*” for district school boards and the Florida College System. This new law, **F.S. 1010.04 (1) (b)** requires such institutions “*to review pricing through state term contracts*” or RCSO. Of the three RCSO in Florida, PAEC Florida Buy is the only such program offering a state-wide purchasing option.
- C. The PAEC Florida Buy program is seeking a source/s for a catalog of technology products and services that include, but not limited to, hardware, software, installation, network services, disaster recovery, and consultation, as well as other technology 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 broadband connectivity. It is expected that PAEC Florida buy will offer multiple awards for a specified term to cover a wide array of services and products, particularly those consistent with the needs identified in Florida School District Digital Classroom Plans (see <http://www.fldoe.org/about-us/division-of-technology-info-services/educational-technology/dcp.shtml>).
- D. It is the intention of the PAEC Florida Buy Program to provide a comprehensive competitively solicited master agreement to one or more Offerors 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 multiple sources and reducing the administrative costs to both vendor partners and eligible buyers.

- E. The solicitation and subsequent award/s represents 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.

Section 2- Definitions of Terms

- A. **PAEC-Panhandle Area Educational Consortium-** A regional educational consortium legislatively created by Florida Statute and governed by the school superintendents that comprise the consortium. PAEC manages a number of initiatives for the consortium, including the Florida Buy state purchasing program.
- B. **Florida Buy-** The program managed by PAEC to secure cooperative purchasing agreements on behalf of Florida schools and other eligible entities.
- C. **Offeror:** The entity responding to this solicitation and ultimately placed under contract with an eligible entity electing to utilize the contract.
- D. **RFP-** Request for Proposal - Formal procurement where a service or need is planned but no specific service or method has been chosen. The purpose of an RFP is to permit the bidders to suggest various approaches to meet the need at a given price.
- E. **Buyer-** The eligible entity choosing to utilize the contract and agreement with the Offeror.
- F. **Intergovernmental Cooperative Purchasing Agreement-** An agreement entered into by PAEC Florida Buy 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. **MSRP-** Manufacturers Suggested Retail Price

Section 3 – Terms and Conditions

- A. **Delivery Date:** Written responses must be delivered **no later than 4:00 p.m. CT on October 19, 2018. The Offeror/s will provide one original and three copies to:**

**Larche Hardy
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428**

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

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

- C. Questions regarding the RFP** should be address to Larche Hardy at larche.hardy@paec.org. **The last day for questions will be October 9, 2018. In the subject line, please write: Questions regarding RFP #19-02.** Responses will be posted along with the questions on our website at www.floridabuy.org.
- D. Non-Obligation:** Receipt of proposals and responses to this RFP does not obligate PAEC Florida Buy in any way. PAEC Florida Buy reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.
- E. Assignment of Contract:** No right or interest in the Contract shall be assigned or transferred by the Offeror without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Offeror shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/Offeror sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Offeror. A change of name agreement will not change the contractual obligations of the Vendor/Offeror
- F. Proposal Costs:** The cost for developing a proposal is the sole responsibility of the Offeror. PAEC Florida Buy will not provide reimbursement for such costs.
- G. Risk of Loss:** Offeror agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include conceal damage, and such loss, injury or destruction shall not release Offeror from any obligations.
- H. Award of Contract:** This RFP implies no obligation to award contracts to any firm. If it is in the best interest of the PAEC Florida Buy Program, PAEC Florida Buy retains the sole and absolute right to select the firm that best meets the requirements outlined in the RFP. The award is subject to acceptance by the Governing Board of the Washington County, Florida School District as fiscal agent of PAEC Florida Buy. The District also reserves the right to reject all proposals.

- I. Duration of Contract:** The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms.
- J. Insurance:** Insurance is required on all vendors who perform work on Florida School Property as well as other public entities. At a minimum, Offerors are required to provide evidence of worker's compensation coverage as pursuant to Chapter 440 of Florida Statutes.
- K. Commercial Property and Liability Insurance:** The Offeror will also provide evidence of Commercial Property and Liability insurance compatible with the requirements of the Buyer school district, municipality, county government, state agency, or special district policies.
- L. Addenda:** From time to time addendums may be issued to this RFP. Any such addenda will be posted through the Florida Bidnet Direct at <https://www.bidnetdirect.com/florida> and the PAEC Florida Buy website at www.floridabuy.org. It is the responsibility of the respondent to periodically check these locations for addenda's.
- M. Modification of Terms:** All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.
- N. Rights of PAEC Florida Buy to Work with Other Purchasing Programs/Agencies.**
PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an **Interlocal Agreement**. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
1. 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 and marketing of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the **Interlocal Agreement** program fees.
- O. Volume Discounts:** The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.
- P. Advertisement of RFP.** As a matter of practice, PAEC Florida Buy shall advertise this solicitation for two consecutive weeks in the print editions of the Tallahassee Democrat, posted to the PAEC Florida Buy Website, and placed on the Florida Bid Network for the periods and dates listed herein.
- Q. Compliance with Jessica Lunsford Act.** All vendors and contractual personnel who are permitted access on school grounds when students are present and who have direct contact with students must meet level 2 screening requirements as described in Florida Statutes (s.1012.32).

Section 4- Special Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions that appear earlier in the document. Any provision of law, rule, or regulation that is required to be included in this contract will be read as if in this contract, whether or not physically included.

- A. **Documents:** A copy of any certification documents will be provided by the manufacturer to the Buyer upon request, or as required by law. A copy of any quality assurance manual provided to the state shall be made available to the Buyer upon request
- B. **Eight Hour Law and Payment for Labor:** The Respondent agrees that all labor rates will be in compliance with all state and federal laws. Any work necessary to be performed after regular working hours, or Sunday or legal holidays are not a result of Buyer action, shall be performed without additional expense to the Buyer.
- C. **Performance and Payment Bond:** As required by state or local law, the Offeror shall, at the receipt of a Buyer purchase order, furnish the Buyer on whose behalf the purchase order is issued, a corporate surety bond in the full amount of the purchase order for the faithful performance of the contract, as conditioned below. The surety must be authorized to do business in the State of Florida and be satisfactory to Buyer. Each bond shall be in the form required by the State of Florida.

The contract bond furnished by the Offeror shall be payable to the Buyer. **It is the Offeror's responsibility to determine if the Buyer requires a performance bond and it must be issued prior to the commencing of work on any project or projects surrounding the purchase order.**
- D. **Use of Premises:** The Offeror shall confine its equipment, storage of materials, and operation of work to the limits indicated by law, ordinances, permits or direction of the Buyer and shall not unreasonably encumber the premises with materials. The Offeror shall comply with the Buyer's instructions regarding signs, advertisements, fires, and smoking. The Offer shall be solely responsible for materials and equipment stored on the site. The type and extent of security provided shall be at the Offeror's cost and discretion.
- E. **Financial Information:** Provide details that would allow proposal evaluators to ascertain the financial stability of the firm.
 - 1. If a public company, include a recap of the most recent audited financial report.
 - 2. If a private company provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

F. Accuracy of Work: The Offeror shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the Buyer will not relieve the Offeror of the responsibility for subsequent correction of errors, the clarification for any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Offeror or latent defects in the products sold by the Offeror.

G. Obligations and Liability of the Offeror: The Offeror shall do all the work and furnish all the materials, tools, and appliances, except as otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified.

1. The Offeror shall complete the entire job to the satisfaction of the Buyer, and in accordance with the Specifications herein mentioned, at the prices agreed upon.
2. All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Offeror.
3. The Offeror shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.
4. The Offeror shall in no way be relieved of responsibility by any rights of the Buyer, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Buyer, its officers, employees and agents to give such permission or issue such orders.
5. The Offeror shall bear all losses resulting to him or to the Buyer, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes.
6. The Offeror shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.
7. The Offeror shall so conduct his operations as not to damage existing structures or work installed either by him or by other Offerors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

- H. **Subcontracting:** The Offeror must describe in the response all responsibilities that the Offeror anticipates assigning or subcontracting
- I. **Renewal/Contract Duration:** The contract will be for a (three) 3-year period with the option to renew for two additional years on the anniversary of the agreement. Offeror will notify the Florida Buy Cooperative Purchasing Program Coordinator by letter of any price increases prior to renewal each year on the anniversary of the contract. Such notices will be evaluated and, if accepted, become an addendum to the agreement.

Section 5 – Vendor Profile and Experience Requirements

- A. Provide a cover letter outlining the specific experience and qualifications listed below:
 - 1. Experience providing technology related products to schools and other government entities.
 - 2. Provide descriptions of recent projects similar to any projects potentially under consideration by an eligible user of this agreement.
 - 3. Experience in management for large scale projects.
 - 4. 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 1 and submit it with your completed bid. The PAEC Florida Buy program will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, 3, 4, 5 or failure to respond to the Quality Requirements in Attachment 1 will disqualify the Offeror from the RFP and the entry will be deemed unresponsive.**
 - 5. 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 Offeror to perform the covered services including, but not limited to, licenses, registrations or certification.
- B. The vendor will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the bidder. **Please use Attachment 2** provided with this solicitation.
- C. Include in the cover letter a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in attachment 5.**

Section 6- Scope-Statement of Work

The overarching goal of this solicitation is to award a contract/s to Offerors who can provide the equipment, tools, solutions, and expertise to accomplish 21st century technology goals established by state and federal programs for education, city and county government, economic development, healthcare, and public safety. Of significant importance will be proposals that address the needs and concerns of Digital Classroom Plans that are required by statute to be routinely submitted to the Florida Department of Education by all Florida public schools as a framework to support efforts and strategies to improve outcomes related to student performance by integrating technology in classroom teaching and learning. (See <http://www.fldoe.org/about-us/division-of-technology-info-services/educational-technology/dcp.shtml>).

This Request for Proposals seeks qualified, experienced offeror(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 and who can also:

- A. Respond to request from many different types of educational, governmental and public institutions seeking a full house catalog of technology products, supplies, equipment and services with the ability to provide prompt shipments to agencies and their members.
- B. Provide a wide variety of technology products and solutions including, but not limited to, computers (workstations, laptops, tablets, monitors, docking stations, etc.), peripherals, software, projection devices, audio/visual equipment, printers, computer supplies, switches, network and managed services including disaster recovery. and related equipment, supplies and services. The diversity of the participating public agencies requires a broad choice of options including connectivity, fiber, and other means to deliver the necessary bandwidth for participating entities to achieve cost effective individual technology goals as well as those mandated by local and state standards.
- C. Proposals must include a full description of each service offering. Services may include, but not limited to installation, de-installation, deployment, asset tagging, image loading, maintenance, support, training, migration, integration, asset management, and design.
- D. PAEC Florida Buy recognizes that any one Supplier/Offeror may not provide all product lines. **No digital and computer related systems, products or services have been excluded from this RFP,** such as items associated with STEM education programs. All products and services provided in an Offeror's catalog or price book or otherwise available through the Offeror's network such as special orders, are part of this solicitation.

Section 7- Specifications

- A. The Offeror will have access to a full inventory of the awarded product line.
- B. Orders must be shipped next day after receipt of an order 90% of the time. The Offeror will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.
- C. The Offeror shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
- D. The Offeror 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 the Offeror and the manufacturer during the term of this contract may be added and offered through the PAEC Florida Buy Contract.
- E. All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
- F. If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers.

Section 8- Warranty

- A. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Offeror has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Offeror agrees to assist the Purchaser/Lessee in reaching a solution in a dispute over warranty's terms with the manufacturer.
- B. The Offeror 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, Offeror/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- C. Vendor Partners 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 the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.

Section 9- Pricing

A. Offer an entire catalog of available products and services at a **percentage discount from the current published price schedule**. **Pricing sheets for hardware, software, broadband and related services and other technology components and services can be found in attachment 3 (Excel Document).**

1. For purposes of this solicitation, a catalog proposal is desired to cover products and services with attributes and configurations that are identifiable. Options can be added to enhance and/or improve its operation and functionality. It is understood that percentage discounts may vary based on the manufacture. However, this should be indicated in the pricing sheets. Furthermore, it is understood that pricing is subject to inflationary trends, commodity price increases, and other factors that may influence how manufacturers determine pricing. The discounts proposed will remain the same for the duration of an agreement between the Offeror and the PAEC Florida Buy program.
2. A Percentage Discount from Catalog identifies a discount to be applied to a base price for services from one or more published catalogs. The base price will be the price generally applicable to customers absent the discounts offered under this proposal. The catalog may be published by the Offeror or by the Offeror's supplier. "Published" means generally available to a dealer network distributing those services and products being proposed in either print or electronic formats where such pricing can be verified as the "base price" of a service or product sold to an eligible entity for the duration of the contract.
3. Offerors who do not provide a traditional "catalog" such as an internet-based market basket are **not** excluded from this proposal. Offerors providing infrastructure solutions based on various combinations of hardware, software, and consultation services designed to improve technological efficiencies are encouraged to offer proposals. However, a verifiable pricing schedule must be made available to PAEC Florida Buy or any user of the contract, if requested.
4. The Percentage Discount along with the savings based on the discount, must be reported quarterly to the PAEC Florida Buy program on an Excel spreadsheet provided to the awarded Offeror/s. The list or MSRP must be reported along with the discounted price reflecting the percentage off. Many eligible customers will also require the same reporting on invoices submitted for services and products purchased.
5. Proposals must include a full description of each service offering. Services may include, but not limited to installation, de-installation, deployment, asset tagging,

image loading, maintenance, support, training, migration, integration, asset management, and design.

- B. It is expected and agreed that the pricing offered under this award is **compatible with the lowest unit rates** available under any other cooperative agreement utilized by the Offeror.
- C. Please list any other contracts and the pricing formulas for any contracts you possess with other purchasing cooperatives or state agencies. (**See Questionnaire Attachment 5, number 19.**)
- D. Pricing should reflect the exact, final, and turn-key pricing and all-inclusive of any labor, transportation, set-up, delivery and any other costs associated with the project.
- E. Provide a wide variety of technology products including, but not limited to, computers, peripherals, software, projection devices, printers, computer supplies, technology furnishings (such as charging carts, STEM furnishings, etc.), switches, network and managed services, and related equipment, supplies and services. The diversity of the participating public agencies requires a broad choice of options.
- F. Recognizing that some Offerors have extensive catalogs, percentage discounts may be segregated into groups in instances where the percentages differ from category to category. For example, hardware may be listed at one percentage discount while software or services may offer a different percentage. However, these variations must be clearly defined in the attached pricing worksheets.
- G. Specify shipping costs for hardware and stipulate if free shipping is provided for minimum orders.

Section 10- Agreement to Participate in the Panhandle Area Educational Consortium's Florida Buy Cooperative State Purchasing Program.

- A. The Awardee/Offeror agrees to sign an Affiliation Agreement with the PAEC Florida Purchasing Cooperative 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 PAEC on a quarterly basis. The Offeror 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. PAEC extends the authority for the Offeror to use the contract for eligible entities outside of Florida provided PAEC is paid the 2% administrative fee.
- B. The PAEC Florida Buy Purchasing Cooperative 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. PAEC Florida Buy reserves the right to enter into **Intergovernmental Cooperative Purchasing Agreements** with other purchasing cooperatives or state agency purchasing programs in which the products and services offered under this agreement may be utilized in other states and territories. Such agreements will be designed to enhance sales opportunities to the awardee in other regions of the country. Administrative fees may be accessed by other entities entering into agreements with PAEC Florida Buy. Under such circumstances, the Awardee may reserve the right to not participate in the Intergovernmental Cooperative Purchasing Agreement.
- D. The Awardee/Offeror 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 PAEC Florida Buy, as the awardee, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- E. The Awardee/Offeror shall **sign an acknowledgement form (Attachment 4)** stating full understanding of the relationship between the Offeror and the Florida Buy program.

Section 11- Method of Evaluation and Selection

Please provide documentation as well as a narrative addressing the items below.

- A. Responses will be weighed on the experience, adherence to the scope, specifications, terms and references provided.
- B. The Offeror will be evaluated on the capacity in which the scope of work can be performed as well as the quality of the workers who perform the work.
- C. The Offeror will be evaluated based on warranty provided.
- D. The Offeror will be evaluated on the extent to which all school districts and eligible users, regionally and statewide, can utilize the contract established through this RFP.
- E. The Offeror will be evaluated based on the variety products/services offered.
- F. The Offeror will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.

Section 12- PAEC Rights to Withdraw

- A. PAEC reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all of the Offerors 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 Offerors from inclusion in any Request for Proposals, or any other form of solicitation for the provision of the services.
- B. PAEC reserves the right to request clarification on any response to the RFP.
- C. PAEC reserves the right to award multiple vendors.

Section 13- Additional Information

- A. PAEC reserves the right to accept modification and clarifications of the responses when PAEC determines such action would be in the best interest of PAEC. PAEC further reserves the right to waive any non-conformity in a response.
- B. PAEC 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.
- C. Offeror 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.
- D. Sign the **Contract Offer and Award Letter (attachment 6)** and include it with your response.

Section 14- Proposal Format

- A. Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror'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 CD or flash drive.

Section 15- Cancellation for Non-Performance or Offeror Deficiency/Standard Cancellation

- A. PAEC Florida Buy may terminate the agreement with the awarded Offeror/s if awardee/s have not used the contract, or if purchases are determined to be low volume in any 12-month period. Furthermore, PAEC Florida Buy reserves the right to cancel the whole or any part of this contract due to failure by Offeror 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. Vendor may be requested to provide additional items not already on contract at any time.

Section 16- Timetable for Response

- A. PAEC anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at PAEC's sole discretion.
 - 1. RFP advertised and released **September 10, 2018**
 - 2. Last day for questions: **October 9, 2018**
 - 3. Response deadline: **October 19, 2018**
- B. Award information will be made available to school districts and municipalities on **November 16, 2018** via the PAEC Cooperative Purchasing web page.

Attachments

Attachment 1

QUALITY REQUIREMENT FORM

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

Quality Requirements		Yes	No
1	Minimum of 5 years of experience in providing technology products, services, and consultation.		
2	Minimum of 5 years working with schools, universities and other public facilities.		
3	The Offeror has clearly demonstrated that the capacity to provide sales and service eligible customers.		
4	The Offeror has signed all of the required attachments addendums indicating agreement with the Terms and Conditions set forth in the RFP.		
5	The Offeror has provided a list of references that will attest to the quality of the work performed.		
6.	The Offeror has offered a percentage discount off of the MSRP or Published List for each unit.		
7.	The Offeror has committed to providing sales and services to all 67 Counties and School Districts in Florida.		

Attachment 2
Reference Form

Offeror: _____

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

Reference _____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

Reference _____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

Reference _____ Contact _____

Address: _____ Phone _____

Email: _____

Description and date(s) of services provided: _____

Attachment 3 Pricing

See separate Excel document

Attachment 4

Florida Buy Membership Acknowledgement Form

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

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC's fiscal agent (and lead agency), and are only available for use and benefit of 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 fully understand that PAEC Florida Buy reserves the right to enter into **Intergovernmental Cooperative Purchasing Agreements** with other purchasing cooperatives or state agency purchasing programs in which the products and services offered under this agreement may be utilized in other states and territories. Such agreements will be designed to enhance sales opportunities to the awardee in other regions of the country. Administrative fees may be levied by other entities entering into agreements with PAEC Florida Buy. Under such circumstances, the Awardee/Contract may reserve the right to not participate in the Intergovernmental Cooperative Purchasing Agreement.

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

Questionnaire

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

Responding Company's Name:	
Instructions: For those responding to the RFP, please respond to the questions below.	
Question	Response
1. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	
2. Does your company have the capability to provide training seminars to your staff on how to best utilize this contract?	
3. How many staff members are dedicated to customer service?	
4. Describe your company's ordering process and what methods can be used by members to place or create orders?	
5. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	
6. Please explain the process of responding to a work order.	
7. What are your payment terms?	
8. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	
9. Does your company offer any prompt payment discounts? If so, please describe.	
10. 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?	
11. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	
12. Does your company assess fuel surcharges for responses? If so, what is the charge?	
13. At times there are issues with service, please describe your process for addressing these issues.	
14. State your company's process for handling dissatisfied customers.	

15. State your company's process for introducing new products to the list of services you offer.	
16. Would your company consider a dedicated inside sales representative that would be familiar with the PAEC Florida Buy contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?	
17. Would your company be willing to work with each of the Florida regions on sending/ mailing out printed material to members?	
18. Please describe what your company envisions as a 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to PAEC Florida Buy to ensure a successful roll-out in a timely, well communicated, responsive fashion?	
19. Please list the contracts your company currently holds that may compete directly with the PAEC Florida Buy program and describe how you will position the PAEC Florida Buy program versus other contracts. If other contracts are available, is the PAEC pricing the same or lower than pricing offered under your existing contracts?	
20. 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 Program?	
21. 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.	
22. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.	

Attachment 6

Contract Offer and Award Technology Catalog of Services and Products RFP #19-02

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Offerors, Specifications, Scope of Work and being familiar with all the Terms and Conditions surrounding this proposal, 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 sub-Offerors, time of completion, as well as other factors of interest to the PAEC Florida Buy Purchasing Cooperative as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all Terms and Conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the PAEC Florida Buy Program.

Company Name: _____

Address _____

City: _____ State: _____ Zip: _____

Contract Contact Person: _____

Authorized Signature: _____ Date: _____

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

Your Proposal for products and services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on _____. As Buyer, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all Terms and 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 Buyer, 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 remainder 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 unless terminated, canceled or extended. PAEC reserves the right to terminate this agreement with a 30-day notice within the first year or extended years due to inactivity of sales.

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

WCSD Superintendent: Herbert J. Taylor Signature _____ Date _____

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

WCSB _____

Attachment 7 Proposal Checklist

The following items/submittals are required to be qualified as a Offeror to the RFP. Offerors must submit an electronic version (CD or portable Drive) of their proposal as well as three written copies by the due date and time listed in the RFP by standard mail (USPS, Fed X, UPS, or in person. Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font. Submission made via email will be rejected.

Please take a moment and review the checklist provided and ensure all of the required documents have been included with your submission.

Your proposal should include the following:

- _____ Narrative outlining capabilities, past experience in providing technology products and services, and addressed the various elements in the Scope of Services and Specifications.
- _____ Offeror Information which includes corporate officers, mailing address, and ability to perform work in all 67 Florida counties.
- _____ Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.
- _____ Attachment 1- Quality Requirement Form
- _____ Attachment 2- Reference Sheet
- _____ Attachment 3- Pricing Sheet
- _____ Attachment 4- Florida Buy Membership Acknowledgement Form
- _____ Attachment 5- Questionnaire
- _____ Attachment 6 - Contract Offer and Award Letter
- _____ Attachment 7- Proposal Checklist
- _____ Attachment 8- Evaluation Matrix
- _____ Attachment 9- Company Information

Attachment 8- Technology Catalog and Products Evaluation Matrix

Evaluation Criteria	Points	RFP A	RFP B	RFP C	RFP D
A. Quality Requirements	35 Points	0	0	0	0
The respondent has all the required license and certifications required to do business in Florida.	0-2				
Minimum of 5 years of experience working with governmental entities providing technology, products, services, and support.	0-5				
The Respondent provides products and services of interest and need as determined by the reviewers of the RFP response.	0-20				
The Respondent has clearly demonstrated that the company has the staff with the skills and certifications to provide services, products, and consultation to eligible customers.	0-2				
Comparative analysis of respondent warranty.	0-6				
B. Previous Experience	5 Points	0	0	0	0
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.	0-5				
C. Pricing/Warranty	30 Points	0	0	0	0
The relative ranking of this Offeror's pricing proposal, percentage discounts and warranties compared to other RFP submissions based on information provided on excel spreadsheets attachment 4.	0-30				
D. Regional/State Use of Contract-Marketing	10 Points	0	0	0	0
The extent to which the Offeror has demonstrated the ability to provide products and services to eligible customers in all 67 Florida school districts.	0-5				
The extent to which the Offeror has a marketing plan and willingness to execute it to promote the use of the PAEC Florida Buy Contract.	0-5				
E. Contract Terms & Conditions/Specifications	20	0	0	0	0
The extent to which the Offeror has provided the required documents and signed all required documents including those in the attachments.	0-10				
The Offeror's proposal contains a diverse catalog of products and services relevant to technology infrastructure, instructional support, online assessments, and digital learning environments.	0-10				
TOTAL	100 Points	-	-	-	-

Attachment 9 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.

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	