



**DEPARTMENT OF ECONOMIC OPPORTUNITY**  
**INVITATION TO BID**

**Solicitation Acknowledgement Form**

Page <b>1</b> of <b>38</b> pages	SUBMIT BID TO:  <b>Department of Economic Opportunity</b> <b>Purchasing Office</b> <b>107 East Madison Street, B-047</b> <b>Tallahassee, Florida 32399-4128</b> <b>Telephone Number: 850-245-7455</b>
AGENCY RELEASE DATE: <b>March 11, 2020</b>	

SOLICITATION TITLE: <b>Moving and Property Handling Services</b>	SOLICITATION NO: <b>20-ITB-006-BM</b>
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BIDS WILL BE OPENED: **April 3, 2020 at 3:00 PM, Eastern Time**  
 and may not be withdrawn within **180** days after such date and time.

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Respondent offers and agrees that if the bid is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:	_____ * Authorized Representative's Signature  _____ * Typed Name and Title of Authorized Representative  *This individual must have the authority to bind the Respondent.
RESPONDENT MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	

**RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.**

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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**SECTION A**  
**PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS**

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response.

<http://dms.myflorida.com/content/download/2934/11780>

**In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.**

**PUR 1000 – GENERAL CONTRACT CONDITIONS**

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this ITB to the extent they are not otherwise modified herein. This document should not be returned with the Response.

<http://dms.myflorida.com/content/download/2933/11777>

**In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.**

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**SECTION B**  
**SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS**

- B.1 Solicitation Number** 20-ITB-006-BM
- B.2 Solicitation Type** Invitation to Bid (ITB)
- B.3 Program Office** General Services Facilities
- B.4 Issuing Office** Blake McGough/GOC III  
Vincent McKenzie/Purchasing Manager  
Purchasing Office  
107 East Madison Street, B-047  
Tallahassee, Florida 32399  
(850) 245-7443/(850) 245-7463(Office Number)  
[blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com)  
[Vincent.Mckenzie@deo.myflorida.com](mailto:Vincent.Mckenzie@deo.myflorida.com)

**B.5 Restrictions on Communication with DEO Staff**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following DEO posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a bid.

**B.6 Calendar of Events**

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

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	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and published on the Florida Vendor Bid System website at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	3/11/2020
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	3/20/2020 @ 3:00 PM
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	3/25/2020
4.	Bids Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	4/3/2020 @ 3:00 PM
5.	Anticipated Posting of Notice of Intent to Award	4/13/2020

Addenda or clarifications to this ITB along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

#### **B.7 Notice of Potential Federal Funding**

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on the DEO's federally approved cost allocation plan.

#### **B.8 OMITTED**

#### **B.9 Questions** *(This section supersedes Section A, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this ITB shall be submitted via email to Blake McGough and Vincent McKenzie at [blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com) and [vincent.mckenzie@deo.myflorida.com](mailto:vincent.mckenzie@deo.myflorida.com) by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in *Attachment J – Technical Questions Submittal Form*.

Each Respondent shall be responsible for all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

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**INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.** Any information received through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent.

**B.10 Submission of Bids** *(This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses)*

Bids are to be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Bids may be sent by U.S. Mail, Courier, or Hand-Delivered. **BIDS SUBMITTED ELECTRONICALLY OR BY FACSIMILE WILL BE REJECTED.**

Each bid shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all bids be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if you are hand-delivering your bid, please allow for sufficient time to gain access into the building.

**BIDS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

**B.11 Withdrawal of Bids**

A submitted bid may be withdrawn if, within 72 hours after the bid due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

**B.12 Bid Opening** *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

The bid opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Purchasing Office, 107 East Madison Street, Caldwell Building, Tallahassee, Florida.

The name of all Respondents submitting bids shall be made available to interested parties upon written request to the contact person(s) (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any solicitation documents or the attendance to any related meeting or bid opening.

**Sealed bids received by DEO in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the bid opening, whichever is earlier.**

**B.13 Solicitation Requirements**

The following requirements must be met by the Respondent in order for its bid to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely bids that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to DEO.

## **MANDATORY REQUIREMENTS FOR EVALUATION**

- A. It is **MANDATORY** that the Respondent submits its bid in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return in accordance with the requirements of Section B. 35, one original, signed and sealed bid package along with three paper copies and one electronic copy of the sealed bid (on compact disc or USB drive), which include the following required attachments:
  - 1. DEO Solicitation Acknowledgement Form
  - 2. Attachment A – Reference Form
  - 3. Attachment B – Bid Cost Response
  - 4. Attachment C – Drug Free Workplace Certification
  - 5. Attachment D – Disclosure Statement/Conflict of Interest
  - 6. Attachment E – Certification Regarding Debarment
  - 7. Attachment F – Certification Regarding Lobbying
- C. If a Respondent fails to submit all completed documentation with its bid, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the bid has met all other requirements of the solicitation.

The use of the terms “shall”, “must”, or “will” within these solicitation documents indicate a **MANDATORY** requirement or condition.

Bids may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract.

### **B.14 Cost of Preparing Respondent’s Bid**

DEO is not liable for any costs incurred by a Respondent in responding to this ITB, or for any cost incurred for any oral presentations, if applicable.

### **B.15 Disclosure and Ownership of Bids by the Department**

A Respondent’s bid shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent’s bid, upon submission, and any resulting Contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the bid and contract.

### **B.16 Respondent’s Duties to Assert Exemption from Disclosure as a Public Record**

The Department takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. All content submitted to the Department may be subject to disclosure, upon request, pursuant to Florida Law. Furthermore, pursuant to section 215.985(14), F.S., the Department of Financial

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Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of a Respondent's submissions with respect to this solicitation.

If a Respondent determines any portion of the content it submits is exempted by law from disclosure, the Respondent shall include with that submission a separate copy, in hard copy and on a compact disc or USB drive in which that limited content is redacted from the submission. This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled as a redacted copy of the applicable submission.

Each page containing a redaction must be clearly marked "exempt" and/or "confidential" (as applicable) and cite the statutory basis for such a claim. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

**It is solely the Respondent's responsibility to ensure that all redactions are complete; the Department disclaims any responsibility for, or liability arising from, insufficient or ineffective redaction. Any claim of exemption and/or confidentiality is waived upon submission, unless addressed as set forth above.**

DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and agrees that no remedy for damages may arise from any disclosure by DEO.

By submitting redacted content to the Department, Respondent agrees to protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to the failure of, DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret, or otherwise not subject to disclosure.

**Respondent agrees to all of the foregoing that if it fails to submit a Redacted Copy of any submission, DEO is authorized to produce the entire submission in response to a public records request.**

**B.17 Posting of Recommended Award** *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting of Notice of Intended Award).*

The Bid Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Florida Vendor Bid System for a period of 72 hours, excluding weekends and State observed holidays.

If the Respondent desires to protest this Solicitation or DEO's decision or intended decision under this Solicitation, including a decision to reject all bids, the Respondent must do so within the time prescribed in Section 120.57(3), F.S., and Chapter 28-110, F.A.C. All notices of protest under section 28-110.003, F.A.C., must be delivered by email to [agency.clerk@deo.myflorida.com](mailto:agency.clerk@deo.myflorida.com). All formal written protests under section 28-110.004, F.A.C., must be hand-delivered to the agency clerk at the following address:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
[AGENCY.CLERK@DEO.MYFLORIDA.COM](mailto:AGENCY.CLERK@DEO.MYFLORIDA.COM)

**B.18 Description of Work Being Procured**

The DEO is requesting bids from prospective qualified contractors to provide property moving services from a licensed moving company with its own fully equipped and operational facility, to move property from the Department's various office locations statewide. All work shall be performed in accordance with the Scope of Work contained in Section C.

**B.19 Number of Awards**

DEO anticipates the issuance of one contract for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, in its sole discretion, shall determine whether multiple contracts will be issued.

**B.20 Contract Period**

The contract period is expected to begin upon execution and remain in effect for a period of 48 months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within 30 days of contract execution.

**B.21 Contract Renewal**

DEO reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall not exceed 48 months. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

**B.22 Type of Contract Contemplated** *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order), only if the Contract award is equal to or greater than \$65,000)*

A fixed rate Contract is proposed; however, DEO reserves the right to award another type of Contract if doing so is believed to be advantageous to DEO and the State of Florida, considering price and other factors. Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included in Section D, "DEO Vendor Core Contract." The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO.

Information on Federal procurement regulations, state statutes and rules referred to in this solicitation, may be obtained by contacting DEO's Purchasing Office referred to in Section B.4.



### **B.23 Bid Acceptance Period**

DEO intends to execute the contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the highest ranked Respondent if an agreement is not executed within 30 days after the announcement of an award and may proceed to award the contract to the second ranked Respondent.

### **B.24 Firm Bid** (*This section supersedes Section A, PUR 1001, Instruction #14, Firm Response*).

Any submitted bid shall remain firm and valid for 180 days after the bid submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any bid within this time period except as described in Section B.11. Any bid that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

### **B.25 Disclosure**

Information will be disclosed to Respondents in accordance with state statutes and rules applicable to this solicitation.

### **B.26 Laws and Permits**

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this contract. All permits and licenses required for this contract must be obtained by the contractor and maintained for the duration of the Contract.

### **B.27 Insurance**

#### **1. Contractor's Commercial General Liability Insurance:**

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

#### **2. Workers' Compensation and Employer's Liability Insurance:**

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

#### **3. Other Insurance:**

During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work, and all such other insurance as is necessary or reasonable in the Contractor's ordinary course of business.

The Contractor selected under this ITB shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this ITB shall maintain, during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage.

The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after 30 days written notice to DEO's Contract Manager, with the exception of 10 days' notice for non-payment of premium by the insured.

**The selected contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with DEO. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.**

### **B.28 Vendor Registration**

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MFMP website at: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/requirements\\_for\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration). Respondents who do not have Internet access may request assistance from MFMP Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in the registration process:

<b>Code</b>	<b>Description</b>
78121601	Freight loading or unloading
78101800	Road cargo transport
80111506	Personnel relocation
78101804	Relocation services
78131600	General goods storage
78131603	Furniture storage
78121500	Packing
73151600	Packaging services
78131800	Specialized warehousing and storage

A list of Commodity Codes can be found here:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/current\\_projects/myfloridamarketplace\\_commodity\\_code\\_standardization\\_project](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project). If you need assistance, the purchasing office can help.

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### **B.29 Florida Department of State Registration Requirements**

All entities identified under chapters 607, 617, 620, 621 or 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

### **B.30 Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

### **B.31 Contractors and Subcontractors**

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's bid. Requests for use of subcontractors received subsequent to the ITB process are subject to review and approval by DEO based on the terms described in Section C.4 of this ITB.

### **B.32 Conflict of Interest**

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within five working days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

### **B.33 Rights to Data and Copyright**

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a bid or specified to be delivered under a project contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of DEO except as may otherwise be provided in the Contract.

### **B.34 OMITTED**

### **B.35 Submittal Requirements**

One signed original, three copies, and one electronic, signed copy (on compact disc or USB drive) of the bid must be submitted for review by DEO. Each copy is to be bound individually. Use of legible reproductions of signed originals is authorized for all other copies of the bid.

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If a Respondent fails to submit the one electronic (on compact disc or USB drive), signed copy of its original bid or the one electronic (on compact disc or USB drive) with its bid, DEO reserves the right to contact the Respondent by telephone for submission of this document via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

If Respondent considers any portion of its bid to be confidential, the Respondent shall submit a compact disc or USB drive containing one copy of the signed original bid with the confidential information redacted. This compact disc or USB drive shall be titled "Redacted Copy." **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

### **B.36 Elaborate Bids**

It is not necessary to prepare your bid using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your bid simply and in accordance with the instructions herein.

### **B.37 DEO Solicitation Acknowledgement Form**

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with their bid submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgment Form with their bid, DEO reserves the right to contact the vendor by telephone for submission of this document via email with follow up via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

**If respondents submit a bid as part of a joint venture, then each member of the joint venture must complete and sign a separate DEO Solicitation Acknowledgement Form.**

### **B.38 Cost Response Submittal**

**Each Respondent shall use the forms provided as Attachment B, "Cost Response", to provide rates for the services requested in this solicitation.**

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's response hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. **Failure by the Respondent to complete and submit Attachment B, "Cost Response," and provide a cost on Attachment B shall result in the bid being deemed non-responsive, and therefore, the bid will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

### **B.39 Past Performance References**

In the spaces provided on Attachment A, the Respondent must list three separate client references, other than DEO, for which the Respondent has performed work similar to that specified in this solicitation for a cumulative period of at least 3 years. Do not list the same client for more than one reference. Do not list DEO as a client. Do not

include confidential clients. Please fully complete all fields on Attachment A. DEO will attempt to contact each of the references provided.

If the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description for that reference, on Attachment A.

Any information obtained as a result of such contact may be used to determine whether the respondent is a “responsible vendor”, as defined in section 287.012(25), F.S.

**DEO will reject the Respondent’s bid as nonresponsive if the Respondent fails to list three separate clients in the spaces provided on Attachment A, or if the Respondent fails to provide the required information for each reference.**

#### **B.40 State Project Plan**

The Respondent should submit a written plan addressing the State’s four objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent’s bid must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the Contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent’s plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent’s explanation of its company’s hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the “Certification of Drug Free Workplace Program” Form, attached hereto and made a part hereof as Attachment C.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their bid. The written documentation shall be a one-page letter supplied by the subcontractor on its letterhead

stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their bid. The written documentation shall be a one-page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime Contractor with whom the firm intends to subcontract.

#### **B.41 Award**

1. Price. The lowest price shall be determined by comparing each Respondent's Grand Total Response in Attachment B for the services/items requested in this solicitation. The Respondent submitting a responsive bid with the lowest bid shall be awarded the Contract, provided the following criteria are met:
  - a. Qualifications- if the Respondent fails to meet the qualification requirements as outlined, DEO shall disqualify the Respondent from further consideration.
  - b. Client References/Past Performance. DEO will attempt to contact the respondent's client references for past performance to determine the Respondent's ability to perform the requested services. The client references will be asked the questions shown in Attachment G. Any information obtained as a result of such contact may be used to determine whether or not the respondent is a "responsible vendor", as defined in section 287.012(25), F.S.
2. In determining vendor responsibility, DEO may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the Contract requirements and/or the vendor's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract.

A printed copy of DEO's intended award decision will be posted for 72 hours in the Purchasing Office, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

A copy will also be available upon written request to the Purchasing Office. Telephone requests will NOT be accepted. Written requests must be submitted via email only and must reference the solicitation title and number in the subject line.

#### **B.42 Identical Tie Bids**

If bids which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- (1) In accordance with Section 287.057(11), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise";

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- (2) Bids that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.;
- (3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and
- (4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

**B.43 Terms and Conditions** *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All bids are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C),
2. DEO Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Bids (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent's Bid.

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions found in this solicitation, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

**B.44 OMITTED**

**B.45 Visitor Pass to the Caldwell Building**

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow enough time to obtain a visitor's pass if hand delivering your bid to the Purchasing Office. The official date and time of receipt is the date and time the bid is stamped as received by the Purchasing Office.

**B.46 Employment of DEO Personnel**

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with the requirements of section 112.3185, F.S.

**B.47 Respondent's Responsibility**

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

**B.48 Accessible Electronic Information Technology**

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Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

**B.49 OMITTED**

**B.50 In-State Preference**

Respondents shall complete and submit Attachment K, Principal Place of Business and Foreign State Preferences, indicating whether its principal place of business is within the State. For the purposes of this ITB, “principal place of business” means the state in which the Respondent’s high-level officers direct, control, and coordinate the Respondent’s activities. Section 287.084(2), F.S., states:

A vendor whose principal place of business is outside this state must accompany and written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.

Consistent with section 287.084(2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on Attachment K, Principal Place of Business and Foreign State Preference Form.

**B.51 Definitions**

- Bid: The offer extended to DEO in response to an Invitation to Bid.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.
- Contract Manager: The person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- Contractor: The person or entity that enters into a Contract to sell commodities or contractual services to DEO. As used in this solicitation the term includes subcontractors used as agents or representatives of the Contractor with the Contractor having primary responsibility for its subcontractors.
- Contractor Personnel: Persons directly employed by the Contractor or its subcontractors.
- DEO: Department of Economic Opportunity.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.

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- Department-Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and the following day
  - Christmas Day
  
- Invoice: Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
  
- Premise(s): The DEO location identified by DEO's Project Manager (or his/her designee) and any other property that may be added to or deemed part of the Contract agreement.
  
- Project Manager: DEO's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
  
- Property: Anything owned by the State of Florida, specifically DEO, including but not necessarily limited to office furniture, boxes, personal computers, monitors, printers, fax machines, and other miscellaneous items.
  
- Respondent: The person or entity submitting a bid in response to an Invitation to Bid.
  
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
  
- Responsive Bid: A response submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
  
- Responsive Vendor: A vendor that has submitted a response, proposal, or reply that conforms in all material respects to the solicitation.
  
- Subcontractor: A person or entity contracting to perform part or another's entire contract, upon DEO approval.
  
- Temporary Storage Facility: facility where DEO property may be stored for no longer than 30 days.
  
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.

- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

**B.52 Strict Enforcement**

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

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## SECTION C SCOPE OF WORK

### C.1 Purpose/Description

DEO seeks moving services from a licensed moving company with its own fully equipped and operational storage facility, to move property between and among DEO's various office locations statewide, and occasionally provide temporary storage.

### C.2 Background/Overview:

It is the objective of DEO that each potential move should be executed seamlessly and timely. The Contractor will operate from their facility and will be responsible for providing moving services for all Department locations statewide. The following is a list of the current Department locations:

107 E Madison St, Tallahassee, FL (Caldwell)  
600 S Calhoun St, Tallahassee, FL (Holland Building)  
1940 N Monroe St, Tallahassee FL (Northwood)  
400 S Monroe St. Tallahassee, FL (Capitol)  
6101 Chancellor Dr. Orlando, FL  
215 Market St. Jacksonville, FL  
9215 N Florida Ave Tampa, FL  
2703 NE 14<sup>th</sup> St Ocala FL  
2312 Gulf-to-Bay Blvd Clearwater, FL  
309 N Ingraham Ave, Lakeland FL  
500 E Lake Howard Dr, Winter Haven FL  
3660 N Washington Blvd, Sarasota FL  
2530 W Oakland Park Blvd, Ft. Lauderdale FL  
2550 W Oakland Park Blvd, Ft. Lauderdale FL  
2600 W Oakland Park Blvd. Ft. Lauderdale FL  
2610 W Oakland Park Blvd. Ft. Lauderdale FL  
2660 W Oakland Park Blvd. Ft. Lauderdale FL  
2626 W Oakland Park Blvd. Ft. Lauderdale FL  
7550 Davie Road Extension Hollywood FL

The Department locations are subject to change and the Contractor is responsible for providing moving services to locations not listed above.

### C.2.2 Standards of Performance

**C.2.1** The Contractor shall comply with all laws, rules, regulations, policies and procedures that apply in performing the moving services for DEO. The Contractor shall obtain all necessary state and local permits as the need arises in performing the moving services. The Contractor is responsible for payment of all compensation, benefits, and withholding of all employer taxes relating to its employees (including Workers' Compensation and Disability). The Contractor's employees are not eligible for DEO's employee benefits. DEO is not responsible for paying any compensation, including benefits, to the Contractor's employees.

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**C.2.2** All services shall be performed in a manner consistent with the requirements of the resulting Contract. The Contractor and any of their employees, while performing work for the State, shall maintain a professional work ethic. All services shall be performed by properly trained personnel in a skillful and workmanlike manner consistent with the standards of performance set forth herein. The Contractor and any of their employees, while performing work for the State, shall maintain a professional work ethic.

**C.2.3** The Contractor shall provide the sufficient number of trained employees needed to perform the services and must be able to accommodate simultaneous moves in multiple areas of the state. The Contractor shall provide a supervisor for move coordination and execution upon request by DEO. The Contractor's personnel shall wear shirts with the Company's logo. Security badges provided by DEO must be worn at all times in DEO's buildings. Security badges must be returned to DEO at the end of each day.

**C.2.4** Equipment supplied temporarily to DEO by the Contractor shall, at all times, remain the property of the Contractor. Equipment supplied by DEO shall, at all times, remain the property of DEO.

**C.2.5** The Contractor must be currently, actively engaged in the moving and storage industry. The Contractor shall provide only properly trained personnel. The Contractor's drivers, as required by law, shall have all valid necessary licenses for motor vehicle operation in the State.

**C.2.6** DEO may terminate the resulting contract at its discretion.

### **C.3 Method of Payment/Invoice**

Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

Contractor shall submit invoices to DEO on or before the 5<sup>th</sup> of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

### **C.4 Staffing Changes**

The Respondent's Bid shall identify key personnel (e.g., managers, supervisors, etc.) responsible for performance and oversight of the requirements of this Solicitation. The successful Contractor shall staff the project with key personnel identified in the Contractors' bid, which are considered by DEO to be essential to this project. Prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification must include documentation of the circumstances requiring the changes and a list of the proposed

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substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

**C.5 Background Screening**

Contractor will be responsible for obtaining and providing Level One, or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to DEO upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks must be submitted and approved prior to staffing changes.

**C.6 Deliverable, Tasks, Performance Measures and Financial Consequences**

<b>Deliverable No. 1 – Moving Services</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
1. Contractor shall perform the services in accordance with the costs set forth in the Respondent’s Cost Proposal.  2. Contractor will provide a written estimate in response to a move request submitted by DEO. Contractor’s written estimate will contain:  a. Number and types of trucks b. Number of employees, including supervisors c. Estimated hours to complete the work d. Travel distance e. Necessary equipment or supplies to accomplish the move  3. Contractor must perform the services in the manner set forth in the written estimate approved by DEO.	Contractor shall provide moving services as specified in Section C.7 and the DEO approved estimate. Completion of each DEO move request shall be evidenced by submission of the following:  1. Copy of the DEO approved written estimate.  2. Invoice detailing services provided, and any other documentation requested by DEO. Prior to acceptance and payment, invoice must be approved by DEO.	Failure to provide move services in accordance with the specifications and will result in a reduction of \$1,000 per business day of the total deliverable cost beyond the due date or 10% of the total identified in the approved written estimate until the required information is submitted to and approved by DEO. Such reduction shall be made from the deliverable payment.
<b>Deliverable 1 - \$Cost</b>		

**C.7 Contractor Responsibilities**

The Contractor’s response to this Invitation to Bid must encompass all services necessary to implement their approach. This would include, but not limited to: all labor, materials, supplies, personnel, facilities, training, hardware, software, software development, operation and maintenance services.

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DEO Contract Manager will provide the initial parameters for a potential move. The vendor will include these stated parameters in its written estimate. The written estimate shall incorporate the elements laid out in the vendor's cost proposal in the Cost Response section in Attachment B of their proposal within 24 hours of the initial request by the DEO Contract Manager. The Contractor will provide these services within (24) hours notice, primarily during the hours of 8:00am through 5:00pm, EST, Monday through Friday except State recognized holidays and weekends. The Department will request that the Contractor provide the appropriate number of staff necessary to perform the Department's workload activity.

DEO Contract Manager shall have the authority to revise the schedule or other details if circumstances of the move change (e.g. weather, operational issues etc.). The vendor shall have the opportunity to revise the estimate based on these new parameters.

DEO Contract Manager will assess the written estimate and provide written approval. Once approved, the vendor shall ensure all staff and equipment is ready on the agreed upon date of the move.

DEO will only pay for the services performed at the contracted hourly rate if the actual services performed were less than the approved written estimate. Vendor's billing shall reflect this in their monthly invoice.

Vendor will provide the necessary staff, trucks and moving equipment based on the DEO Contract Manager's initial parameters and the agreed upon written estimate.

All vendor's staff, equipment, and truck(s) shall be ready to be used on the day of the move. Any variation in staff, equipment or schedule must be approved by the DEO Contract Manager prior to the commencement of the move services. Any variation not agreed upon in the approved written estimate will be subject to the financial consequences identified in the Scope of Work.

During performance of the move services the vendor must notify the DEO Contract Manager if any unforeseen issue or problems arise during the move. The vendor must contact the DEO Contract Manager of these issues/problems within one hour of their discovery. The DEO Contract Manager has the right to alter or provide solutions to these unforeseen issues or problems. If these issues are deemed the fault of the vendor, the DEO Contract Manager has the right to invoke financial consequences clause in accordance with Section C.6 of the Scope of Work.

Upon the Contract Manager's approval, and the receipt of reasonable notice to the Contractor, additional hours of operation or additional staff will be provided to the Department, in which event the Contractor will charge the Department for additional hours according to the applicable costs as set forth in Attachment B – Bid Cost Sheet.

### **Materials**

The Contractor will be responsible for providing the supplies listed below for the performance of the services and any other supplies necessary for the Contractor's own use. The Contractor must maintain equipment in good working order at all times.

Minimum of one (1) local semi-truck and three (3) local straight trucks, with a minimum of two (2) straight trucks that contain a lift-gate.

Moving Equipment (including but not limited to: dollies, floats, ramps, straps, blankets, moving tags, etc.)

Sufficient tools to disassemble and reassemble any items or furniture that needs to be relocated.

Facility for temporary storage located in the Tallahassee area.

### C.8 DEO's Responsibilities

1. Assign a Contract Manager to manage the Contract.
2. Ensure the DEO Contract Manager provides information to the Contractor as required.
3. Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required.
4. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
5. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
6. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
7. Maintain paper, electronic and final archive copies of all deliverables.
8. Expeditiously respond to inquiries or requests from Contractor.
9. Provide meeting sites when necessary.

### C.9 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.7 Contractor's Responsibilities of this Scope of Work will result in substantial injury to DEO and damages arising from such failure. DEO may reduce payment due for failure to comply with services and equipment identified in the approved written estimate as follows:

<b>Failure to Provide Service or Equipment</b>	<b>Financial Consequence</b>
Number of Trucks	Payment of Total Approved Written Estimate reduced by 5%
Moving Equipment	Payment of Total Approved Written Estimate reduced by 5%
Number of Staff	Payment of Total Approved Written Estimate reduced by 5%
Availability of Temporary Storage	Payment of Total Approved Written Estimate reduced by 5%

Failure to complete the deliverables in accordance with the requirements of this Contract will result in the application of the financial consequences set forth in the deliverables table, above. This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

### C.10 Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C Scope of Work, hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for \$1,000 dollars for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.6) prior to termination. This liquidated damage provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach. In addition, if there is any termination for cause, DEO may withhold payment for any work performed that did not result in the completion of the scope of work and may assess additional damages in an amount equal to any cost incurred by DEO due to contractor failure.

### **C.11 Notification of Instances of Fraud**

Incidents of Contractor's operational fraud or criminal activities shall be reported to DEO's Contract Manager within 24 hours.

### **C.12 Confidentiality and Safeguarding Information**

The Contractor may have access to confidential information during the course of performing these services/items described in this ITB. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services/items described in this ITB. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to sections Chapter 119 Florida Statutes, and all Contractor employees will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

### **C.13 Change of Ownership**

If a change of ownership of the company is anticipated during the 12 months following the ITB bid due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

### **C.14 OMITTED**

### **C.15 Errors and Omissions Insurance**

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. DEO shall be named as the additional insured. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.



**SECTION D**  
**DEO's VENDOR CORE CONTRACT**

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 20-ITB-006-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to this Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation

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**ATTACHMENT A  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must list three separate client references, other than DEO, for which the Respondent has performed work similar to that specified in this solicitation has been performed for a cumulative period of at least three (3) year(s). DEO will not consider any information not submitted on this attachment. Do not list the same client for more than one reference. Do not list DEO as a client. Do not include confidential clients. Fully complete all fields below. DEO will attempt to contact the references.

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
\*Typed Name and Title of Authorized Representative

\*This individual must have the authority to bind the respondent

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**ATTACHMENT B  
COST RESPONSE**

The Respondent shall complete this Cost Response (Attachment B) using the format provided below, review for accuracy, and sign by an authorized representative. This individual must have the authority to bind Respondent. The lowest bid will be determined by the GRAND TOTAL COST in Section C of this Cost Response. Section D of this Cost Response will not be used in determining the lowest GRAND TOTAL COST.

**A. Local –Moves, Deliveries, and Property Pick-Ups within a 50-mile radius of Tallahassee**

Item Description	Initial Contract Term Year One through Four	Renewal Contract Terms Years Five through Eight	Subtotal
Cost Per Person <i>(Hourly Rate)</i>	\$	\$	\$
Daily Rate Straight Truck	\$	\$	\$
Daily Rate Semi-Truck	\$	\$	\$
<b>Total:</b>	\$	\$	\$

**B. Out of Town – Statewide Moves, Deliveries, and Property Pick-Ups Outside a 50-mile radius of Tallahassee**

Item Description	Initial Contract Term Year One through Four	Renewal Contract Terms Years Five through Eight	Subtotal
Hourly Rate per person	\$	\$	\$
Daily Rate for Straight Truck	\$	\$	\$
Daily Rate for Semi-Truck	\$	\$	\$
<b>Total:</b>	\$	\$	\$

**C. \*\*Grand Total Cost**

Item Description	Total
A. Local – Tallahassee Moves, Deliveries and Property Pick-Ups	\$
B. Out of Town – Statewide Moves, Deliveries, and Property Pick-Ups	\$
<b>**Grand Total Cost:</b>	\$

**\*\*THE AWARD WILL BE MADE BASED ON THIS PRICE**

**D. Miscellaneous Charges**

Item Description	Initial Contract Term Years One through Four	Renewal Contract Terms Years Five through Eight
Temporary Storage <i>(Monthly Rate; include more rows for different unit sizes if necessary)</i>	\$	\$
Moving Boxes <i>(Cost per box; include more rows for different box sizes if necessary)</i>	\$	\$

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---

**\*Authorized Representative's Signature**

---

**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the respondent.**

**ATTACHMENT C  
DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) For any employee who is convicted or pleads to a violation of chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT D  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under section 112.3215, Florida Statutes in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence DEO in this procurement on behalf of the Respondent:

_____	_____
_____	_____

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

**Respondent Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT E  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. The Department of Economic Opportunity cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or agency.

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(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the respondent.**



**ATTACHMENT F  
CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT G  
EVALUATION OF PAST PERFORMANCE**

Respondent's Name \_\_\_\_\_

Respondent's Reference Name \_\_\_\_\_

Person Interviewed \_\_\_\_\_

Interviewed By \_\_\_\_\_

Date of Interview \_\_\_\_\_

The following questions will be asked of the client reference chosen at the discretion of DEO:

1. Briefly describe the work the contractor performed for your company.
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
2. How well did the contractor adhere to the agreed upon schedule?  
Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
3. How would you rate the contractor's quality of work?  
Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?  
Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
5. How would you rate the contractor's use of appropriate equipment and methods?  
Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

Reference's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**ATTACHMENT H  
BID PACKAGE CHECKLIST**

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its bid, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the bid has met all other requirements of the solicitation.

Check off each of the following:

\_\_\_ 1. The DEO Solicitation Acknowledgement Form has been completed, manually/electronically signed, and enclosed in the original bid.

**In the event that Respondents submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.**

\_\_\_ 2. The Reference Form (Attachment A) has been completed with three references as required in solicitation and enclosed in the bid.

\_\_\_ 3. The Solicitation Cost Sheet (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the bid. The authorized representative must have the authority to bind the Respondent.

\_\_\_ 4. The Drug Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E), Lobbying Form (Attachment F), and the In-State Preference Form (Attachment K) have been read, completed, signed, and enclosed in the original bid, if applicable.

\_\_\_ 5. The Certified Minority Business Enterprise Certificate (CMBE) has been enclosed in the bid, if applicable.

\_\_\_ 6. The Respondent's bid addresses the State's four objective State Project Plans to support, to the extent applicable to the items/services covered by this solicitation: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

\_\_\_ 7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

\_\_\_ 8. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addenda posted have been reviewed.

\_\_\_ 9. The original bid must be received, at the location specified, prior to the Bid Opening Date and Time designated in the Invitation to Bid Document.

\_\_\_ 10. One original signed and sealed bid package marked "Original", three copy of the signed original marked "Copy", one electronic copy of the signed and sealed bid package (on compact disc/USB drive), and one original, signed **Redacted** sealed bid package electronic copy (on compact disc/USB drive) must be submitted to DEO in accordance with Section B.6.

\_\_\_ 11. On the lower left hand corner of the envelope transmitting your original bid, write in the following information:

Solicitation Number: **20-ITB-006-BM**

Title: **Moving and Property Handling Services**

Bid Opening Date & Time: **4/3/2020 at 3:00 PM EST**

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**ATTACHMENT I  
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with its bid a list of the subcontractors who will perform work under the contract(s) that result from this solicitation. The Respondent shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in moving and property handling services as required by this solicitation and is qualified to provide the services for which it is listed.

**In the event that no subcontractor will be used, this list shall be returned indicating "No subcontractors will be used."**

**NO SUBCONTRACTORS WILL BE USED:**

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT J  
QUESTIONS SUBMITTAL FORM**

Respondents shall complete this form based on their questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in Section B.9 and must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

**Respondent's Name:** \_\_\_\_\_

<b>Respondent Question Number*</b>	<b>ITB Page Number, Section Number, Subsection Reference*</b>	<b>Question*</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

\*Add rows as necessary.

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
\*Typed Name and Title of Authorized Representative

**\*This individual must have the authority to bind the respondent.**

**ATTACHMENT K  
PRINCIPLE PLACE OF BUSINESS AND FOREIGN STATE PREFERENCE FORM**

For Invitation-to-Bid-Commodity

Bid Number: \_\_\_\_\_

Title: \_\_\_\_\_

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

**Note: The Vendor is required to complete and submit this form with their bid to be considered for this preference.**

Vendor Name: \_\_\_\_\_

Vendor ID: \_\_\_\_\_

The Vendor (does \_\_\_\_\_) (does not \_\_\_\_\_) have a principal place of business located in the State of Florida.

If so, please provide an address:

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

**Note:** A vendor whose principal place of business is outside this state of Florida must accompany any written bid documents with a written opinion of an attorney of law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

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

Title: \_\_\_\_\_

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