

**SUBMIT BID TO:**  
 PROCUREMENT SERVICES  
 UNIVERSITY OF FLORIDA  
 971 ELMORE DRIVE  
 ELMORE HALL, Room 102  
 PO Box 115250  
 GAINESVILLE, FL 32611-5250  
 Phone: (352) 392-1331 - FAX: (352) 392-8837  
 Web Address: <https://procurement.ufl.edu>

**UF UNIVERSITY of FLORIDA**  
**INVITATION TO BID**  
**Acknowledgment Form**

Page 1 of <u>10</u> Pages with Attachments		BID WILL BE OPENED <b>10/20/2020 at 3:00 PM</b> Elmore Hall, Gainesville FL and may not be withdrawn within 45 days after such date and time.		BID NO. ITB21EE-119	
DATE:		PROCUREMENT AGENT <b>Elisabeth Eubanks</b>		BID TITLE: <b>Campus Move Services</b>	
VENDOR NAME					
VENDOR MAILING ADDRESS				REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE				<p style="text-align: center;"><b>POSTING OF BID TABULATIONS</b></p> <p>Bid tabulations with intended award(s) will be posted electronically for review by interested parties at <a href="https://procurement.ufl.edu">https://procurement.ufl.edu</a> and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.</p>	
AREA CODE	TELEPHONE NO.				
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

*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 vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University 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 University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the*

*University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

\_\_\_\_\_  
 AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
 NAME AND TITLE (TYPED)

**GENERAL CONDITIONS**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 85-8012616174C-4C-8. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422(1)(2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

**7. INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to the Procurement Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

**8 NOTICE OF BID PROTEST BONDING REQUIREMENT;** Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. **FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.**

**9. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

**10. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

**11. LOBBYING:** Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**12. ADVERTISING:** In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

**13. ASSIGNMENT:** Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

**14. LIABILITY:** The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

**15. FACILITIES:** The University reserves the right to inspect the vendor's facilities at any time with prior notice.

**16. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

**17. SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

**18. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

**19. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

**20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES** and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**21. CONFLICT BETWEEN DOCUMENTS:** If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

**22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

**23. NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

**24. PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

**25. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

**26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE:** The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

- (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."
- (b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.
- (c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.
- (d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
- (e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

END OF SECTION

## Summary and Technical Specifications

### Summary

The University of Florida (UF) seeks to establish an indefinite quantity, firm fixed price contract to be used as the primary source for Campus Move Services. The purpose of this Invitation to Bid is to establish a pool of vendors authorized to provide office, library, classroom, storage and other moving services for the University of Florida Campus. The campus moving services solicited herein will supplement the current services provided by UF's Facility Services. Information on the services provided by Facility Services may be found here: <https://www.facilitieservices.ufl.edu/departments/building-services/>.

The entire UF spend for campus moving services for the 2019-2020 fiscal year totaled \$6,663,762.43. UF's 2019-2020 expenditures is provided for informational purposes only. As it is not possible to determine the precise number of campus moves that may be needed, the Vendor is obligated to provide any of the move services contracted for in accordance with the Specifications, General and Special Conditions of this bid.

### Specifications

- **YEARLY CONTRACTS – Term of Contract** – The effective period of contract resulting from this bid will be 3 (three) years, with the option to renew the contract for 3 (*three*) additional 1 (one) year periods; under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon satisfactory performance evaluations by the University.
- **Bid Response** – Review the entirety of this bid document. Bid Response must include the signed Invitation to Bid (ITB) Commodity Acknowledgement Form (signature page), indicating acknowledgement and compliance with all terms therein, and the signed acknowledgement of any addenda issued regarding this ITB in addition to the Price Sheet (Attachment A).
- **Service/Supplies** – Vendor shall furnish the necessary personnel, materials, supplies (wrapping, boxes and/or tape) and equipment to facilitate moves within buildings and/or to other buildings, including moving to on campus or off campus storage.

The vendor shall be responsible for supervision of labor, clean up and disposal of all tools and equipment, clean up and disposal (including recycling) of waste materials resulting from all moves, insurance, bonds, and any other item necessary to perform the service required. The Vendor shall satisfactorily perform the work and services at the time specified. Acceptability of the work is subject to approval of the University of Florida's representative(s).

The University shall pay a flat hourly rate; therefore, contractors shall include all applicable cost for trucks, labor, tools/equipment, travel time and overhead in the total cost for labor. Moves shall take place during regular working hours, 8:00AM to 5:00PM.

Required types of moves may include but are not limited to, moving offices, libraries and laboratories. Types of University property to be moved may include but are not limited to, office and library furniture, shelving, books and publications, computers, band instruments.

Some jobs may require disassembly of modular furniture, cubicles, etc., and may also include packing and/or unpacking, labeling, and boxing of University property. Each job will require close coordination and communication between the University Department and the Vendor.

Awarded vendors will be listed on the UF Procurement Services website along with Facility Services as service providers.

- **Personnel** – Vendor shall employ competent, qualified workers who are capable of performing the required services. All personnel provided shall be appropriately supervised and directed by trained, qualified supervisors. Vendor’s staff shall be citizens of the U.S. or have proof of right-to- work status. The Vendor shall be in compliance with all federal and state immigration laws. The Vendor shall not assign duties at any University facility to any individual who within the preceding five years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement or fraud.

Contractor will, upon limited notice, be capable of providing a number of employees necessary to attend to emergency situations. Call-in employees shall be available to replace sick, vacationing, or absent employees. They shall meet all the requirements of regularly scheduled employees.

- **Identification** – vendor employees shall be required to wear a uniform and ID badge at all times while during work hours. The ID badge shall include a photograph of the employee, the employee’s name and the name of the company he/she represents. All clothing should be clean, in good repair, and of appropriate size. Shoes must be closed toed and have non-skid/non-marking soles. Any Vendor employee who is not properly attired or not displaying their ID badge will not be allowed to work in any university facility. Earphones, earbuds, radios and other personal devices are not to be used during the performance of job duties (with the exception of 2-way devices used for work communication).
- **Sexual Harassment** – Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- **Quote Requirement** – Quotes will be provided by the Vendor for each move request. The UF department in need of move services will contact the Vendor and request a quote. The vendor will quote the hourly rate as awarded from this bid. Once a purchase order is issued from the quote provided, the quote is considered a firm fixed price quote. Price adjustments are only granted if there is a change in the scope of work. As soon as the vendor is aware of the change in scope of work they must notify the department of any change in cost. Preferably the vendor will provide a revised quote including the additional scope of work.
- **Placement of Orders** - The following office may issue purchase orders against any contract resulting from this bid:

University of Florida  
Procurement Services  
971 Elmore Hall Room 106  
(PO Box 115250)  
Gainesville FL 32611-5250

Orders will be placed by Purchase Order for the total amount quoted by the Vendor. UF Pcard may be used when the total amount is less than \$2,000.

- **Urgent Requirements** - In the case of a bona fide emergency and the Vendor cannot meet the required time line, the University reserves the right to request services from any vendor that can meet such time line. This provision will not be used to circumvent the intent of the contract.

- **Reports** – The successful vendor agrees to furnish to the University reports showing sales made under this contract. All reporting will be in Electronic Format such as in Excel®, to be provided bi-annually and additionally year-to-date or when requested by the University and will include a summary of total sales made under this contract. Reports will also include detailed invoice level purchase history with the following fields:

- *Date(s) of Job*
- *Payment Type*
- *UF Department or Customer Name*
- *PO Number*
- *PO Date*
- *Invoice Number*
- *Invoice Date*
- *Invoice Total*
- *Transportation Rate UOM – (Hourly, Day)*
- *Transportation Rate*
- *Transportation Rate – Total*
- *Number of Vehicles Used*
- *Hourly Labor Type – (Regular, Overtime)*
- *Hourly Labor Type – Position (Regular, Supervisor)*
- *Hourly Labor Rate*
- *Hourly Labor Rate – EXT/Total*
- *Number of People on Job.*
- *Number of Hours for Job*
- *Consumables “List” Total*
- *Consumables net total*
- *Consumables QTY total*
- *Specialized Equipment Used “List” Total*
- *Specialized Equipment Used Net Total*
- *Storage Interval*
- *Storage Rate Per Cubic Feet Per Month*
- *Storage – Cubic Feet*
- *Percentage of Discount on Storage*
- *Percentage of on Time Load and Delivery*

- **Remediation** - In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement the University and Vendor will work together to calculate and issue an appropriate credits or refunds.

**Line Item pricing with not be reviewed at this time and bids will only be acknowledged.** The University of Florida reserves the right to reject any or all bids, and to waive irregularities in the bids and /or procedure.

**Non-Technical Specifications**

1. **INVITATION TO BID FORM** – In order to be considered for the award, the bid must be submitted using the University of Florida’s Invitation to Bid/Bidders Acknowledgment Form along with: one (1) complete original bid, one (1) copy, and one (1) complete original bid in digital format (flash drive or CD) in a sealed envelope.

In order to be considered for the award, Bids must include the following information on the outside of the envelope: *BID NUMBER (ITB21EE-119), DATE AND TIME OF BID OPENING, AND COMPANY NAME.*

Bid Response must be received on or before **3:00PM (EST) on Tuesday, October 20, 2020**, at the following address:

University of Florida  
 Procurement Services  
 Attn: Elisabeth Eubanks  
 971 Elmore Drive (Elmore Hall)  
 Gainesville, FL 32611

2. **SCHEDULE OF EVENTS** – The table below provides a tentative schedule for completion of this ITB, which may change in accordance with the University’s needs:

DATE	TIME	EVENT
09/25/2020		Issuance of ITB
10/02/2020	5:00PM EST	Technical Questions & Inquiries Due
10/07/2020	5:00PM EST	Addendum Response to Questions & Technical Inquiries
10/20/2020	3:00PM EST	ITB Closes/Opening of Bids
10/26/2020		Award Notification
11/01/2020		Estimated Commencement of Service

3. **AWARD** – Award will be made to one or more vendors. Any contract(s) awarded pursuant to this Bid will be awarded to the bidder(s) with the lowest hourly rates.

1) **Price Escalation** – The price escalation/de-escalation rates will be mutually agreed upon and will be locked in for the first year of the contract term. Each year thereafter shall be re-negotiated at the end of each year during the term of the contract. Vendor will submit requests for price adjustments in writing to University for review in good faith and at least 30 days in advance of any adjustment implementation. Requests will include information demonstrating the estimated effect to UF of the price adjustment, in both dollar amount and percentage of total spend based on the prior contract period. All requests for acceptance of revised pricing must be substantiated by written evidence that they are the result of general industry-wide changes. Adjustments that depend in any part on an index such as the Producer Price Index (PPI) shall also include those relevant calculations. In addition, if such an index were to decrease prices should be reduced accordingly.

- a. Any increase in price will only be effective after documented and agreed to by University.
- b. In the event that the price of any service is reduced, Vendor shall notify Procurement Services and apply the price decrease immediately.
- c. Notwithstanding the foregoing, in no event shall increases for moving service rates exceed the change in the Producer Price Index (PPI) Used household and office good moving [PCU48421] storage exceed the change in the (PPI) for General warehousing and storage [PCU49311]. The calculation will be by simple percentage method using the last month published that is not subject to revision.

2) **Supply Requirements** – The contractor shall be able to deliver all items which may be requested during the contract term in accordance with the terms and conditions of this bid. In the event the contractor cannot supply any item for any reason, it will be the contractor’s responsibility to temporarily supply another item of equivalent quality at contract prices as an emergency measure, subject to prior approval of University Purchasing. Determination of equivalency of the item shall be the responsibility of University Purchasing, whose decision shall be final.

4. **INQUIRIES** – The University will not give verbal answers to inquiries regarding the specifications or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University

is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by Vendors must be requested of the University of Florida Procurement Services in writing. If an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to Elisabeth Eubanks via e-mail at [eeubanks@ufl.edu](mailto:eeubanks@ufl.edu). The bid number, ITB21EE-119, must be in the subject line of all e-mail communications.

Questions must be submitted on or before **Friday, October 2, 2020, by 5:00PM (EST)**. Questions submitted after this deadline will not be answered.

5. **BID DELIVERY** – If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Acknowledgment Form.

If a company representative plans to attend the bid opening; if the bid will be hand delivered; or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgment form.

6. **BID OPENING** – Sealed bids will be opened will be held remotely via Zoom on **Tuesday, October 20, 2020, at 3:00PM (EST)**. A link to the Zoom meeting will be posted on the Schedule of Bids page of the Procurement website at <https://procurement.ufl.edu/vendors/schedule-of-bids/>.

7. **AVAILABILITY OF FUNDS** – The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.

8. **INSURANCE** – The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy is scheduled to expire. Please note that the University of Florida must be named "additionally insured" on automobile and general liability policies.

Contractors Liability Insurance – The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation – The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability – The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$500,000 per occurrence.

9. **PROTECTION OF PROPERTY** – The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement

or replacement for loss or damage to property through negligence of the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

- 10. RIGHT TO TERMINATE** – In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety looks fine for any and all such violations(s) shall not be affected by any such termination.

The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

- 11. PERFORMANCE INVESTIGATIONS** – As part of the proposal evaluation process, the University may make inquires and investigations, including verbal or written references from vendor's customers, to determine the ability of the vendor to offer service.

- 12. VENDOR'S EXPENSE** – All proposals submitted in response to the ITB must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this ITB. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

- 13. USE OF TERMS** – The terms University of Florida, UF, University, Procurement, and Procurement Services are used synonymously in this Invitation to Bid (ITB) unless otherwise indicated. The terms vendor, bidder, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

- 14. ITB INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.

- 15. ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this ITB.

- 16. OPEN COMPETITION** – The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The vendor's signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.

- 17. CONFIDENTIALITY** – From the date of issuance of this ITB, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by the University Procurement Authority, in writing, for purposes of clarification only.

- 18. EQUAL OPPORTUNITY STATEMENT** – The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:

- 1) The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- 2) If the proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- 3) If the proposer expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- 4) If the proposer expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate \_\_\_\_\_

- 19. PRISON REHABILITATIVE INDUSTRIES** – It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515(2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301.
- 20. PUBLIC ENTITY CRIME** – A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).
- 21. FEDERAL DEBARMENT** – By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).
- 22. DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
- 23. SMALL BUSINESS PROGRAM** – University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact the Director of Small Business and Vendor Diversity, 352-392-0380.
- 24. AMERICANS WITH DISABILITY ACT** – If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Elisabeth Eubanks at [eeubanks@ufl.edu](mailto:eeubanks@ufl.edu), three business days prior to either Pre-Proposal meeting or Proposal opening.
- 25. OTHER PURCHASERS** – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other

governmental agencies. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020(5)(f) 3 Fla. Admin. Code.

- 26. CONTRACTOR SHALL IMPLEMENT** – A drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
- 27. TOBACCO-FREE CAMPUS POLICY** – Effective July 1st, 2010, the University of Florida campus became tobacco-free. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.
- 28. PARKING AND IDENTIFICATION BADGES** – The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: <http://parking.ufl.edu/decals/contractors-vendors/>.
- 29. PRICING/ REVENUE OFFERINGS** – Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this Itb. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITB. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITB. If the vendor responds with an “All or None” proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor’s final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor’s pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITB closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor’s proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.