

## 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.