

# THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 NORTH PACE BLVD. PENSACOLA, FL 32505

### REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEGEMENT

POSTING DATE:  January 15, 2013	PURCHASING CONTACT & TELEPHONE: Allison Watson (850) 469- 6210
RFP TITLE:  General Moving Services	RFP NUMBER: #131902
RFP OPENING DATE & TIME:  Tuesday, F	ebruary 5, 2013, 1:30 P.M. CST
NOTE: RFPs RECEIVED AFTE	R THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.
goods or services. All terms, specification your response. Proposals will not be a authorized signature in the space provide Purchasing Office at 75 North Pace Blvd. envelopes containing sealed proposals make Time. The School District is not response	Florida, solicits your company to submit a proposal on the above referenced as and conditions set forth in this request are incorporated by this reference into accepted unless all conditions have been met. All proposals must have an ed below. All proposals must be sealed and received in the School District's, Pensacola, Florida, by the "RFP Opening Date & Time referenced above. All nust reference the "RFP Title", "RFP Number" and the "RFP Opening Date & sible for lost or late delivery of Proposals by the U.S. Postal Service or other posals may not be withdrawn for a period of sixty (60) days after the bid opening
PROPOSALS WILL NOT BE ACCEPTE BIDDER.	LETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. ED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE
COMPANY NAME:	
MAILING ADDRESS:	
CITY, STATE, ZIP:	
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER	R (FEIN):
TELEPHONE NUMBER:	(EXT: ) FACSIMILE NUMBER:
EMAIL:	
HOW DID YOU FIND OUT ABOUT THIS RFP? SCOTHER (PLEASE SPECIFY	HOOL DISTRICT WEBSITE BIDNET DEMAND STAR PRIME VENDOR
WITH ANY OTHER BIDDER SUBMITTIN SERVICES, AND IS IN ALL RESPECTS	ADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION G A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL FP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE
AUTHORIZED SIGNATURE:	TYPED OR PRINTED NAME:
TITLE:	DATE:

#### I. INTRODUCTION & GENERAL INFORMATION

The Escambia County School District (the District) is soliciting proposals for a five-year agreement for general moving services as needed throughout the District. If required, school closure and consolidation may also occur during the term of this agreement. The initial term will be effective from March 1, 2013 through February 28, 2014 and renewed annually upon mutual consent and approval by the Escambia County School Board. It is the District's intent to designate a primary and secondary awardee for this agreement.

#### II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. WARRANTY: All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.

- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER: The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. INSURANCE AND INDEMNIFICATION: The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. PATENTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Districts sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit or will reimbursement exceed the RFP value.
- Q. DRUG-FREE WORKPLACE: Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE**: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may

request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. (4) Other factors as specified in Section III Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "http:/old.escambia.k12.fl.us/adminoff /finance/purchasing" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST: RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <a href="http://old.escambia.k12.fl.us/adminoff/finance/purchasing">http://old.escambia.k12.fl.us/adminoff/finance/purchasing</a>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT: All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on page one. Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
- **A. Indemnification:** Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any negligent or wrongful action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the negligent or wrongful operation of any program, which is the subject of, or is related to the performance of this agreement, or any breach of this agreement by Signer (including its sub-contractors, officers, agents, and employees). The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

#### B. Required Insurance:

- 1. The successful Bidder(s) agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$500,000 with an Insurance company rated not lower than "A" by A.M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.
- **C. Price Escalation:** All pricing and rate schedules proposed herein shall be firm through February 28, 2014. Adjustments to pricing will be negotiable and limited to the appropriate CPI Index for Urban SE United States. Increases are not automatic and must be submitted in writing to Ms. Allison Watson, Purchasing Department, 75 North Pace Blvd., Pensacola, FL 32505, by October 1 of every year to become effective on the anniversary date of the contract March 1. Increases may not exceed the percentage increase for the most current 12-month CPI index indicated above or 10% whichever is less.
- **D. Property:** The successful Bidder(s) shall be responsible for the freestanding furniture, boxed District belongings, electronic equipment, artwork, and all other items when they are released by the District to the Bidder for performance under the contract. The Bidder shall protect all surfaces (walls, floors, elevators, etc) from damage by providing adequate building protection until services are completed. The Bidder is responsible for removing any building protection materials. The Bidder shall assist the District in developing packing, tagging, and numbering procedures and in coordinating the delivery of boxes, packing, and tagging at no additional cost to the District. If requested, computer equipment shall be transported to protect from damage, moisture, dust, and shock related movement.

#### **III. SPECIAL CONDITIONS (Cont.)**

- **E. Staffing Requirements:** The successful Bidder(s) shall maintain adequate staffing to perform moving services as needed at the designated locations. The District wishes to avoid lengthy delays due to insufficient staffing.
- **F.** Disaster-Related Services: As determined and declared by the District, the Bidder(s) may include a cost mark-up not to exceed ten (10) percent for all services performed during a declared disaster as needed by the District.
- **G. Safety:** The Bidder(s) and its employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Bidder(s) shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- **H. District Responsibilities:** Unless otherwise requested, the District shall be responsible for packing and boxing all of the contents of desks, cabinets, lateral files, etc., which may have to be emptied for the move.
- **I. Schedule:** Moving services will be performed as scheduled by the designated District personnel. The District reserves the right to modify or cancel services as needed. A purchase order will be generated for each job to be performed and billed under this agreement. No work should be started nor any material / equipment provided to the District without a purchase order.
- **J. Pre-Move Consultation:** Upon a request from the District, the Bidder(s) shall be required to attend meetings and provide consultation for moves involving large projects or special activities. All normal District moves requiring routine Bidder(s) coordination and assistance shall be done at no additional cost to the District.
- **K. Invoices:** Itemized invoices must be submitted after the completion of the services at each location. Invoices must detail the days of services covered, location, and services performed, and number of personnel assigned/utilized.
- **L. Estimates:** Estimates shall be <u>"not to exceed"</u> for each move and returned no later than three (3) working days after the site visit, unless the Bidder(s) and the District agree to a different time. Estimates shall include: District location, move schedule (normal work hours or nights, weekends, overtime, and holidays), number of projected labor hours and number of workers needed, hourly rate (listed per Bid price sheet), itemized material cost (listed per Bid price sheet), and special equipment if needed.
- **M.** Local Office: The successful Bidder(s) shall maintain a staffed local office within the Pensacola / Escambia County, Florida area.
- **N.** Business License and Bonding: Bidders shall be licensed and bonded in the State of Florida. Bidders shall include a copy of their FL business license with their proposal response.
- O. Documentation and Required Enclosures: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions: This form (located on the last page of the bid document) must be signed and returned with the bid. <u>Failure To Return This Form May Result In The Bid Not Being Accepted.</u>
- **P. Background Screening Requirements:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined

on the Escambia County School District Website: <a href="http://old.escambia.k12.fl.us/adminoff/finance/purchasing">http://old.escambia.k12.fl.us/adminoff/finance/purchasing</a>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

**Q. Florida Preference:** Pursuant to 287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit Attachment #A with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <a href="http://www.leg.state.fl.us/Statutes/index.cfm">http://www.leg.state.fl.us/Statutes/index.cfm</a> for additional information regarding this statute.

#### IV. SCOPE OF WORK OR SERVICES

The District will enter into a five-year agreement for general moving services to be renewed annually upon mutual consent and approval by the School Board. The initial agreement will be effective starting March 1, 2013 to February 28, 2014. Services shall be provided as needed for school locations throughout the District. The Bidder shall provide all materials, equipment, labor, and vehicles necessary to perform all required moving services. Unless otherwise requested, all moving services shall include inside delivery of District property at the designated location.

#### V. QUESTIONNAIRE AND RESPONSE

The Bidder will complete the information requested in this section. Your proposal will discuss the following in the sequence listed below.

A. Company Profile: Bidder shall present a company profile to include:

- Overview about the company
- Ownership
- Primary focus of business dealings
- Years in business (Include location of local staffed business office)
- Number of total employees (List separately actual number of moving service personnel and supervisors)
- Provide an inventory list of on-hand major moving equipment/vehicles and location
- List at least three business references (other than the Escambia County School District) from current or previous customers receiving similar services. Preference desired for similar size/volume and/or school or government applications. All references listed must include contact person, phone number, estimated dollar volume and dates of business relationship.
- Provide a contact person and phone number for normal working hours. For emergencies, nights and weekends, the Bidder shall designate a contact person or have a voice mail paging system service or an answering service. A call back to the District shall be returned within thirty (30) minutes of the original call.

**B. Pricing:** Hourly rate shall be computed from the arrival at the "move from" job site to the departure from the "move to" job site. All costs associated with the move (i.e. insurance, salaries, overhead, profit, truck rates, inside delivery, etc.) shall be included in its hourly rate. For pre-move consultation services, the rate specified shall include all direct and indirect overhead costs such as transportation, general and administrative costs, etc. Labor rate shall be paid on the basis of time at the meeting only. Material unit pricing shall include delivery to the designated District location. Refer to and Complete Attachment #1 for Unit Price Bid Sheet.

C. Price Evaluation: Bidder shall use unit pricing and specified item numbers on Attachment #1.

#### ATTACHMENT #1 - UNIT PRICE BID SHEET

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Rate For Truck and Driver For Move (Pickup and Delivery Only) Normal Working Hours Monday through Friday between 7:30 am– 4:30 pm	Hourly	\$
2	Rate As Above For Other Than Normal Working Hours to Include Nights, Weekends, Overtime, and Holidays	Hourly	\$
3	Rate For Each Worker Required For Move. (Pickup and Delivery Only) Worker May Be Required Without The Use Of A Truck. Normal Working Hours Monday Through Friday Between 7:30 am – 4:30 pm	Hourly	\$
4	Rate As Above For Other Than Normal Working Hours To Include Nights, Weekends, Overtime, and Holidays	Hourly	\$
5	Rate For Group of Workers (Four Or More) Required For Move. (Pickup and Delivery Only) Workers May Be Required Without The Use Of A Truck. Normal Working Hours Monday Through Friday Between 7:30 am – 4:30 pm	Hourly Per Worker	\$
6	Rate As Above For Other Than Normal Working Hours To Include Nights, Weekends, Overtime, and Holidays	Hourly Per Worker	

7	Rate For Each Supervisor	Hourly	\$
	Required For Move.		Ť
	(Pickup and Delivery		
	Only) Supervisor May Be		
	Required Without The		
	Use Of A Truck. Normal		
	Working Hours Monday		
	Through Friday Between		
	7:30am – 4:30pm		
8	Rate as above for other	Hourly	\$
	than normal working		
	hours to include Nights, Weekends, Overtime,		
	and Holidays		
9	Packing Service- Labor	Hourly	\$
Ŭ	For Packing And	licarry	_
	Unpacking Services		
	During Normal Working		
	Hours Monday Through		
	Friday from 7:30am -		
	4:30 pm		
10	Rate as above for other	Hourly	\$
	than normal working		
	hours to include Nights,		
	Weekends, Overtime,		
4.4	and Holidays	I I a contro	Φ.
11	Pre-Move Planning And Coordination Services	Hourly	\$
	For Large Projects or		
	Special Activities Only		
12	Office Moving Tote	Each	\$
	Cartons. Heavy Duty Tote		Ť
	Carton w/Reinforced		
	sides 24" Long X 15"		
	High X 12" Deep For		
	Owner Packing		
13	Cartons- 1.5 Book	Each	\$
	Carton, Various Sizes,		
	Bidder To Specify		
	Alternative Sizes		
	Available		
14	Cartons- 3.0 Medium	Each	\$
	Carton, Various Sizes,		
	Bidder To Specify Alternative Sizes		
	Alternative Sizes Available		
	Available		
15	Cartons- 4.5 Large	Each	\$
	Carton, Various Sizes,		
	Bidder To Specify		
	Alternative Sizes		
	Available		

16	Cartons- Mirror Carton, Various Sizes, Bidder To Specify Alternative Sizes Available	Each	\$
17	Cartons- Wardrobe Carton, Various Sizes, Bidder To Specify Alternative Sizes Available	Each	\$
18	Cartons- China Barrel	Each	\$
19	Bubble Wrap- Large Bubbles, 24" Wide Roll, 250' Length	Roll	\$
20	Shrink Wrap- 18" Wide X 1500' Long Roll	Roll	\$
21	Roll Tape- Plastic Packing Tape, 2" Wide X 100' Length Roll	Roll	\$
22	Special Computer Packaging		\$

#### REQUIRED DOCUMENTS NEEDED FOR BID AWARD CONSIDERATION:

- A. Signed Proposal Document w/Completed Questionnaire and Response, and Attachment# 1
- B. State of Florida Business License
- C. Bidder's Statement of Principal Place of Business Attachment #A
- D. Three Business References (Other Than Escambia County School District)
- E. Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
- F. Inventory List of On-Hand Major Moving Equipment/Vehicles and Location
- G. Drug Free Workplace Form, If Applicable

#### VI. EVALUATION CRITERIA AND AWARD

This RFP shall be evaluated based on the responses to the Questionnaire and Response- Section V. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The Bidder that scores the highest points will be recommended for primary awardee and the next highest Bidder for secondary awardee. The primary awardee will be contacted to provide all services. If unable, the primary awardee shall submit a written right of refusal authorizing the District to retain the services of the secondary awardee.

- 1. Company Profile, Experience, and References. (50 Points)
- 2. Price. (50 Points)

#### DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee s will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occur ring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 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.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
DONATED MAME AND TITLE OF AUTHODISED DEDDECENTATIVE	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS (To be completed by each Bidder)

( ,
Name of bidder:
Identify the state in which the bidder has its principal place of business:
Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:
Proceed as follow: <u>IF</u> your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. <u>IF</u> your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.
OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES  (To be completed by the Attorney for an Out-of-State Bidder)
NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state mu accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] its own business entities whose principal places of business are in that foreign state in the letting of any or all pub contracts." See also: Section 287.084(1), Fla. Stat.
LEGAL OPINION ABOUT STATE BIDDING PREFERENCES (Please Select One)
The bidder's principal place of business is in the State of and it is my legal opinion that the laws of the state <u>do not grant a preference</u> in the letting of any or all public contracts to business entities whose principal places of business in that state.
The bidder's principal place of business is in the State of and it is my legal opinion that the laws of the state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places business are in that state: [Please describe applicable preference(s) and identify applicable state law(state)]
LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES (Please Select One)
The bidder's principal place of business is in the political subdivision of and it is my legal opinion that to laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities who principal places of business are in that political subdivision.
The bidder's principal place of business is in the political subdivision of and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting to preference(s)]:
Signature of out-of-state bidder's attorney:
Printed name of out-of-state bidder's attorney:
Address of out-of-state bidder's attorney:
Telephone Number of out-of-state bidder's attorney: ()
Email address of out-of-state bidder's attorney:
Attorney's states of bar admission:
Proposer's Printed Name: Signature: