

**TITLE PAGE**  
**STATE OF FLORIDA**  
**DEPARTMENT OF LEGAL AFFAIRS**  
**OFFICE OF THE ATTORNEY GENERAL**



**INVITATION TO BID**  
**ITB DLA-2025.05, MOVING SERVICES**

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

**Respondent Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number: (    )** \_\_\_\_\_

**Fax Number: (    )** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide by all the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract.**

**Signature of Authorized Representative:** \_\_\_\_\_

**Printed (Typed) Name and Title:** \_\_\_\_\_

**\*An authorized representative is an officer of the respondent's organization who has legal authority to bind the respondent's organization to the provisions of the Bid. This usually is the President, Chairman of the Board or owner of the entity.**

## **Table of Contents**

### **SECTION 1 PURPOSE AND GENERAL INFORMATION**

|                                                                  |   |
|------------------------------------------------------------------|---|
| 1.1 Purpose.....                                                 | 4 |
| 1.2 Definitions.....                                             | 4 |
| 1.3 Procurement Officers and Restriction on Communications ..... | 5 |
| 1.4 Accessibility for Disabled Persons .....                     | 6 |
| 1.5 Cooperation with Inspector General .....                     | 6 |
| 1.6 Convicted Vendor List.....                                   | 6 |
| 1.7 Discriminatory Vendor List .....                             | 6 |
| 1.8 Antitrust Violator Vendor List.....                          | 6 |
| 1.9 Public Entity Crime.....                                     | 7 |

### **SECTION 2 ITB PROCESS**

|                                                               |    |
|---------------------------------------------------------------|----|
| 2.1 Overview of the ITB .....                                 | 7  |
| 2.2 Schedule of Events.....                                   | 7  |
| 2.3 Mandatory Site Visit .....                                | 9  |
| 2.4 Question and Answer Period .....                          | 9  |
| 2.5 Cost of Developing and Submitting Bid and Ownership ..... | 9  |
| 2.6 Addendum.....                                             | 9  |
| 2.7 Legal Requirements .....                                  | 9  |
| 2.8 Identical Scoring of Bids .....                           | 10 |
| 2.9 Conflict of Interest and Disclosure .....                 | 10 |
| 2.10 Modifications and Withdrawal of Bid .....                | 10 |
| 2.11 Bid Tenure .....                                         | 10 |
| 2.12 Non-Exclusive Rights .....                               | 10 |
| 2.13 Registered to do Business in the State .....             | 10 |
| 2.14 Minimum Qualifications and Experience .....              | 11 |
| 2.15 License and Certificate of Insurance Requirements .....  | 11 |
| 2.16 Subcontractors .....                                     | 11 |
| 2.17 Use of Coercion for Labor or Services .....              | 11 |

### **SECTION 3 PURCHASE ORDER CONTENTS**

|                                               |    |
|-----------------------------------------------|----|
| 3.1 Purchase Order Terms and Conditions ..... | 12 |
| 3.2 Purchase Order Terms and Conditions ..... | 12 |
| 3.3 Contract Formation .....                  | 12 |
| 3.4 Right to Reject All Bids.....             | 12 |
| 3.5 Performance Measures .....                | 12 |
| 3.6 Financial Consequences .....              | 12 |

### **SECTION 4 SCOPE OF WORK (As described in Attachment A)**

### **SECTION 5 INSTRUCTIONS FOR BID SUBMITTAL**

|                                                               |    |
|---------------------------------------------------------------|----|
| 5.1 PUR 1001 – General Instructions to Respondents .....      | 13 |
| 5.2 Responsive and Responsible (Mandatory Requirements) ..... | 16 |
| 5.3 Bid– Two Parts.....                                       | 16 |
| 5.4 Copies of Bids .....                                      | 17 |
| 5.5 Bid Delivery.....                                         | 17 |
| 5.6 Contents of Technical Bid .....                           | 17 |
| 5.7 Confidential or Exempt Material .....                     | 19 |

### **SECTION 6 SELECTION METHODOLOGY**

|                                                           |    |
|-----------------------------------------------------------|----|
| 6.1 Review of Mandatory Responsiveness Requirements ..... | 20 |
| 6.2 Review of Price Response .....                        | 20 |

### **SECTION 7 BASIS OF AWARD**

|                                                                                                                |    |
|----------------------------------------------------------------------------------------------------------------|----|
| 7.1 Basis of Award.....                                                                                        | 20 |
| 7.2 Notice of Agency Decision.....                                                                             | 21 |
| 7.3 Attorney Fees .....                                                                                        | 21 |
| 7.4 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting..... | 21 |
| 7.5 Protest .....                                                                                              | 21 |

|                                                                                             |    |
|---------------------------------------------------------------------------------------------|----|
| ATTACHMENT A – SCOPE OF WORK.....                                                           | 23 |
| ATTACHMENT B – PRICE/RATE SHEET.....                                                        | 26 |
| ATTACHMENT C – PUR2024 USE OF COERCION FOR LABOR AND SERVICES.....                          | 27 |
| ATTACHMENT D - PUR7801 VENDOR CERTIFICATION FORM.....                                       | 28 |
| ATTACHMENT E – OFFICE OF ATTORNEY GENERAL PURCHASE ORDER SPECIAL TERMS AND CONDITIONS ..... | 31 |
| ATTACHMENT F - CERTIFICATE OF LIABILITY INSURANCE EXAMPLE .....                             | 42 |

## SECTION 1 PURPOSE AND GENERAL INFORMATION

### 1.1 Purpose

The purpose of this Invitation to Bid (ITB) is to seek competitive pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, for the provision of professional moving services.

The Contractor will be responsible for relocating OAG staff assets from 700 Central Avenue, Suite 600 St. Petersburg, Florida 33701 (13,037 square feet) to 3501 East Frontage Road, Suite 300, Tampa, Florida 33607 (7,382 square feet) and 3507 East Frontage Road, Suite #100, Tampa, Florida 33607 (5,879 square feet).

The move is anticipated to take place mid-October 2025. Services will include planning, packing, disassembly, transportation, delivery, reassembly, and post-move clean-up of surplus and disposal with minimal disruption to operations.

### 1.2 Definitions

In addition to the PUR 1000 and PUR 1001 definitions, the following definitions also apply to this ITB. In the event of a conflict between the definitions below and the PUR 1000 or PUR 1001, the following definitions will control:

|                           |                                                                                                                                                                                                                                                                                          |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid</b>                | The complete written submission in response to this ITB by a Respondent.                                                                                                                                                                                                                 |
| <b>Business Days</b>      | Monday through Friday, excluding state holidays                                                                                                                                                                                                                                          |
| <b>Business Hours</b>     | 8 a.m. to 5 p.m., Eastern Time                                                                                                                                                                                                                                                           |
| <b>Calendar Days</b>      | All days, including weekends and state holidays                                                                                                                                                                                                                                          |
| <b>Contractor</b>         | The Respondent with whom the OAG electronically issues a Purchase Order to.                                                                                                                                                                                                              |
| <b>Minor Irregularity</b> | As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the OAG. |
| <b>Purchase Order</b>     | A legally binding document issued electronically by the OAG to the Contractor for the provision of contractual services or commodities that specify the details of the order.                                                                                                            |
| <b>Respondent</b>         | Any firm or person who submits a Bid to the OAG in response to this ITB.                                                                                                                                                                                                                 |
| <b>State</b>              | State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.                                                                                                                                                                         |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subcontractor</b>                   | Any firm or person other than an employee of the Contractor who performs any services required by the Contract.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Vendor Information Portal (VIP)</b> | The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases.<br>The state of Florida's internet- based vendor information system at: <a href="http://vendor.myfloridamarketplace.com">http://vendor.myfloridamarketplace.com</a> . |

### 1.3 Procurement Officers and Restriction on Communications

Pursuant to section 287.057(25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officers or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a Bid.** For expediency, and in the OAG's sole discretion, the Procurement Officers may initiate phone calls to Respondents to resolve procedural or administrative issues.

**\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICERS\*\*\***

The named Procurement Officers for this solicitation are:

**Monique Manns**  
**Bureau of General Services**  
**Office of the Attorney General**  
**State of Florida, Department of Legal Affairs**  
**107 West Gaines Street, Collins Building**  
**Tallahassee, FL 32301**  
**Telephone 850-414-3419**  
**Email: Monique.Manns@myfloridalegal.com**

**Mason Hall**  
**Bureau of General Services**  
**Office of the Attorney General**  
**State of Florida, Department of Legal Affairs**  
**107 West Gaines Street, Collins Building**  
**Tallahassee, FL 32301**  
**Telephone 850-414-3401**  
**Email: Mason.Hall@myfloridalegal.com**

#### **1.4 Accessibility for Disabled Persons**

Any person requiring special accommodation due to a disability should advise the Procurement Officers no later than five business days prior to the event for which the accommodation may be needed. A person who is hearing or speech impaired can contact the Procurement Officers by using the Florida Relay Service at (800) 955-8771.

#### **1.5 Cooperation with Inspector General**

By submitting a Bid for this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event the Respondent is awarded the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

#### **1.6 Convicted Vendor List**

Pursuant to section 287.133(2)(a), Florida Statutes, “[a] 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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies 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 [section 287.017, Florida Statutes] for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

#### **1.7 Discriminatory Vendor List**

Pursuant to section 287.134(2)(a), Florida Statutes, “[a]n entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies 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.”

#### **1.8 Antitrust Violator Vendor List**

Pursuant to section 287.137(2)(a), Florida Statutes, “[a] person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, Bid, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, Bid, or

reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, Bid, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

## **1.9 Public Entity Crime**

Pursuant to section 287.137(2)(a), Florida Statutes, “[a] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

## **SECTION 2 ITB PROCESS**

### **2.1 Overview of the ITB**

An ITB is a method of competitively soliciting a commodity or contractual service under section 287.057(1)(a), Florida Statutes. Respondents may submit questions regarding this ITB to the Procurement Officers during the Question-and-Answer Period described in **Section 2.4**.

Respondents must submit Bids by the deadline listed in **Section 2.2, Schedule of Events**. If the OAG awards a Contract resulting from this ITB, the OAG will award the Contract to the responsible and responsive Respondent whose Bid is deemed to be the lowest responsive bid based upon the criteria set forth in the ITB.

### **2.2 Schedule of Events**

The following time schedule will be strictly adhered to in all actions relative to this ITB, unless modified by the OAG by addendum to this ITB. No liability to the OAG will result from such deviations. All required respondent actions must be completed by the date and time in the schedule.

| <b>Event</b>             | <b>Location</b>                                                                                 | <b>Date/Time</b>     |
|--------------------------|-------------------------------------------------------------------------------------------------|----------------------|
| <b>ITB Posted to VIP</b> | <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a> | September 4,<br>2025 |

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                           |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Mandatory Site Visit</b>                                | <p>Site Visits will be held at the following locations:</p> <p>Location #1: 700 Central Avenue, Suite 600, St. Petersburg, Florida 33701 at 9:30am</p> <p>Location #2: 3501 Frontage Road, Suite 300, Tampa, Florida at (Time)approximately 1:00 pm; and</p> <p>Location #3: 3507 Frontage Road, Suite 100, Tampa, Florida 33607 immediately after the visit to Location #2 is completed.</p>                                                                                                                                    | September 11, 2025                                                        |
| <b>Written Questions Submittal Deadline</b>                | Email Procurement Officer at:<br><a href="mailto:Monique.Manns@myfloridalegal.com">Monique.Manns@myfloridalegal.com</a>                                                                                                                                                                                                                                                                                                                                                                                                          | September 15, 2025                                                        |
| <b>Anticipated posting date of Answers to Questions</b>    | <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                  | September 17, 2025                                                        |
| <b>Bid Due Date and Opening</b>                            | <p>The Office of the Attorney General<br/>Bureau of General Services, Purchasing<br/>Collins Building<br/>107 W. Gaines Street<br/>Tallahassee, Florida, 32301</p> <p>Bids must be addressed to the Procurement Officer.</p> <p>The public may attend the public opening but may not review any bids, ask questions, or make comments at that time in accordance with section 119.071(1)(b)2, Florida Statutes.</p> <p>Only the names of Respondents and the names of any firms submitting “no response” will be read aloud.</p> | <p>Bids due September 26, 2025, at 2pm.</p> <p>Bids opened at 2:30pm.</p> |
| <b>Anticipated Posting Date of Award</b>                   | <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                  | September 30, 2025                                                        |
| <b>Anticipated Date for Issuance of the Purchase Order</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | October 3, 2025                                                           |

### 2.3 Mandatory Site Visit

Mandatory site visits will be held at the times and locations indicated in **Section 2.2, Schedule of Events**. Attendance and signing of the attendance sheet at each site location is a prerequisite for the Respondent to be deemed responsive under this ITB. During each site visit, Respondents will have the opportunity to ask the OAG verbal questions regarding this solicitation. However, no verbal answers provided by the OAG are binding. Only written questions submitted and posted in accordance with **Section 2.4, Question and Answer Period** are binding.

### 2.4 Question and Answer Period

All written questions regarding this ITB must be received by the Procurement Officer within the time indicated in **Section 2.2, Schedule of Events**. Except for those asked during the mandatory site visits, no verbal questions or questions submitted after the date specified in **Section 2.2** will be addressed. The OAG will answer questions submitted in accordance with **Section 2.2** through an addendum and post it on the VIP. Respondents are asked to use the following format when submitting questions:

| CONTRACTOR NAME |              |
|-----------------|--------------|
| ITB DLA 2025.05 |              |
| QUESTION        | OAG'S ANSWER |
|                 |              |

### 2.5 Costs of Developing and Submitting Bid and Ownership

Neither the OAG nor the state of Florida is liable for any of the costs incurred by a Respondent in preparing and submitting a Bid. All Bids become the property of the OAG upon receipt and will not be returned to the Respondents once received. The OAG will have the right to use any ideas or adaptations of ideas contained in any Bids received in response to this ITB. Selection or rejection of a Bid will not affect this right.

### 2.6 Addendums

The OAG reserves the right to modify this solicitation by addenda. All addenda to this ITB will be posted on the VIP. It is the Respondent's responsibility to monitor the VIP for any solicitation notifications and addendums.

### 2.7 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules will govern the development, submittal and evaluation of all Bids received in response to this ITB and will govern all claims and disputes which

may arise between persons submitting a Bid hereto and the OAG. Lack of knowledge of the law or applicable procedures, regulations or rules by any Respondent will not constitute a cognizable defense against their effect.

## **2.8 Identical Scoring of Bids**

In the event of tied scoring from two or more Respondents, the OAG will determine the order of award in accordance with the law, including giving due weight to preferences set forth in Chapter 287, Florida Statutes. The Procurement Officers will notify the affected Respondents of next steps in the event tied scoring occurs. If the application of the preferences in Chapter 287, Florida Statutes fails to resolve the identical bids, the OAG will determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

## **2.9 Conflict of Interest and Disclosure**

Respondents must comply with the provisions of section 112.313, Florida Statutes, and disclose in their Bid the name of any officer, director, employee, or other agent is an employee of the OAG or the state of Florida. Respondents must disclose in their Bid the name of any OAG or State employee who owns, directly or indirectly, an interest of five percent or more in the Respondent or its affiliates.

## **2.10 Modifications and Withdrawal of Bid**

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, specified in **Section 2.2, Schedule of Events**, by submitting a request to the Procurement Officers. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

## **2.11 Bid Tenure**

All Bids are binding for 180 calendar days following the Bid opening date.

## **2.12 Non-Exclusive Rights**

The right to provide the commodities and services which will be granted under the Contract will not be exclusive. The OAG reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

## **2.13 Registered to do Business in the State**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The OAG retains the right to ask for verification of compliance before Contract execution. Failure of the selected Respondent to have appropriate registration may result in withdrawal of Contract award.

## **2.14 Minimum Qualifications and Experience**

Respondents must demonstrate experience in commercial or government office relocations and provide documentation showing at least three large-scale commercial office moves, comprised of a minimum of thirty employees relocating from and moving to an office space that is at least 10,000 square feet. Submit with the Bid the following information:

**2.14.1** Company or Agency name

**2.14.2** Address

**2.14.3** City, State, Zip Code

**2.14.4** Contact Name, Phone Number, and Email Address

**2.14.5** General Description of Work Performed (related to the scope of this solicitation)

**2.14.6** Service Dates (Beginning and End Dates)

## **2.15 License and Insurance Requirements**

Respondents must be licensed and insured movers and provide a Certificate of Liability Insurance that meets the coverage limits identified in **Attachment F, Certificate of Liability Insurance**, for Location #1 and Locations #2 and #3 (combined).

## **2.16 Subcontractors**

Respondent may enter into written subcontracts to perform the services referenced in **Section 4, Scope of Work**, of the ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the Bid. If a subcontract has been identified at the time of Bid submission, a copy of the proposed subcontract must be submitted to OAG. No subcontract that the Contractor enters into with respect to performance under the Contract will in any way relieve the Contractor of any responsibility for the performance of its contractual responsibilities with the OAG. The OAG reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

## **2.17 Use of Coercion for Labor or Services**

Pursuant to section 787.06(13), Florida Statutes, Respondent must sign **Attachment C, PUR2024, Use of Coercion for Labor or Services Attestation**, and submit the completed

form with the Bid. Failure to complete the form in its entirety and submit it with the Bid may result in the Respondent being deemed nonresponsive.

## **SECTION 3 PURCHASE ORDER CONTENTS**

### **3.1 Purchase Order Term**

The Purchase Order will begin on October 3, 2025, or upon issuance of the Purchase Order whichever occurs later, and will end no later than November 30, 2025, or upon OAG final approval of the deliverable, whichever is later. The State of Florida's performance and obligation to pay under this Purchase Order and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

### **3.2 Purchase Order Terms and Conditions**

Respondents must become familiar with **Attachment E, OAG Purchase Order Special Conditions**, which contains administrative, financial, and non-programmatic terms and conditions mandated by federal and state law and administrative code rules. The Purchase Order terms and conditions are non-negotiable.

### **3.3 Contract Formation**

The OAG will issue a Purchase Order to the Contractor pursuant to **Section 7, Basis of Award**. The Purchase Order will consist of Attachment A, Scope of Work, Attachment B, the Contractor's Price Page, and Attachment C, the OAG's Purchase Order Special Conditions.

### **3.4 Right to Reject All Bids**

The OAG reserves the right to reject all Bids. Additionally, the OAG reserves the right to award as determined to be in the best interest of the state, and to accept or reject all offers, or separable portions, and to waive any minor irregularity or omission if the OAG determines that doing so will serve the best interest of the state.

### **3.5 Performance Measures**

Pursuant to section 287.058(1), Florida Statutes, the Purchase Order will include performance measures that specify the required minimum acceptance level of service to be performed. These will be established based on the final determination of tasks and deliverables based on the accepted Bid.

### **3.6 Financial Consequences**

Pursuant to section 287.058(1)(h), Florida Statutes, the Purchase Order will include financial consequences that will apply if the Contractor fails to perform in accordance with

the Contract terms. The financial consequences will be established based on the final determination of the performance measures and the Contract amount.

## **SECTION 4 SCOPE OF WORK**

The Contractor agrees to perform the tasks and deliverables outlined in **Attachment A, Scope of Work**, as described therein.

## **SECTION 5 INSTRUCTIONS FOR BID SUBMITTAL**

### **5.1 PUR 1001 – General Instructions to Respondents**

The State of Florida General Instructions to Respondents (PUR1001, [https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf)) is hereby referenced and incorporated in its entirety into this ITB. This is a downloadable document at the hyperlink above. Respondents should download and save these documents to their computer for further review. Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare their bids accordingly. There is no need to return the PUR 1001 to the OAG. To the extent any terms contained in this ITB conflict with the terms of the PUR 1001, this ITB controls. The following sections from the PUR 1001 are deleted and replaced with the following:

#### **5.1.1 Electronic Submission of Bids**

Bids must be submitted in accordance with **Section 5.4, Copies of Bid**, of this ITB document.

#### **5.1.2 Questions**

Questions must be submitted in accordance with **Section 2.4, Question and Answer Period**, of this ITB document.

#### **5.1.3 Respondent's Representation and Authorization**

In submitting its Bid, the Respondent understands, represents, and acknowledges the following:

**5.1.3.1** The Respondent is not currently under suspension or debarment by the State of Florida or any other governmental authority.

**5.1.3.2** The Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.

**5.1.3.3** The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.

**5.1.3.4** The Respondent will conform to the terms and conditions of the resulting Contract, which is based on **Section 4.0, Scope of Work**, without exception, or, where any revision or exception is proposed, Respondent will provide a draft of an alternative as determined by the OAG.

**5.1.3.5** If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the OAG.

**5.1.3.6** The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.

**5.1.3.7** The Respondent agrees to indemnify, defend, and hold harmless the OAG and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Bid.

**5.1.3.8** All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the OAG in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the OAG of the true facts relating to submission of the Bid. A misrepresentation is punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

**5.1.3.9** In submitting a Bid, the Respondent understands, represents, and acknowledges the following (**NOTE:** If the Respondent cannot certify to any of following, the Respondent must submit with its Bid a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes):

**5.1.3.9.1** To the best of the knowledge of the person signing the Bid, the Respondent, its affiliates, subsidiaries, directors,

officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

**5.1.3.9.2** Respondent currently has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.

**5.1.3.9.3** The Respondent has fully informed the OAG in writing of all convictions of the company, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the company and its affiliates for violation of state or federal antitrust laws with respect to a public contract and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employment of another company.

**5.1.3.9.4** Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

**5.1.3.9.4.1** Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal, state, or local government transaction or public contract; violation of federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or

receiving stolen property; or

**5.1.3.9.4.2** Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

## **5.2 Responsive and Responsible (Mandatory Requirements)**

Respondents must complete and submit the following mandatory information or documentation as part of its Bid. Any Bid which does not meet these requirements or contain this information may be deemed non-responsive. The OAG reserves the right to waive any minor irregularity if it is in the best interest of the State to do so.

- 5.2.1** Attend the mandatory site visit referenced in **Section 2.3**.
- 5.2.2** The Bid must be received at the location, date and time specified in **Section 2.2, Schedule of Events**.
- 5.2.3** The Title Page must be completed, signed, and returned with the Bid.
- 5.2.4** **Attachment B, Price Sheet** must be completed as specified.
- 5.2.5** **Attachment C, PUR 2024 Use of Coercion for Labor and Services Attestation** must be submitted as specified.
- 5.2.6** **Attachment D, PUR 7801 Vendor Certification Form** must be completed as specified.
- 5.2.7** Meet the minimum qualifications and experience requirements described in **Section 2.13, Minimum Qualifications and Experience**.
- 5.2.8** Provide proof of licensure and Certificate of Insurance as described in **Section 2.15**.

## **5.3 Bid– Two Parts**

The Respondent must submit its Technical Bid with the required documentation and **Attachment B, Price Sheet**, by the date and time set forth in **Section 2.2, Schedule of Events**, in the following manner:

- 5.3.1 Separation of Technical and Cost Bids:** Respondents must separate the Technical Bid from the Price Bid and ensure labeling as described in **Section 5.6**. No pricing information must be contained in the Technical Bid. Pricing information contained in the Technical Bid will render the Bid non-

responsive.

**5.3.2 Technical Bid:** The Respondent's Bid and required attachments must be submitted in a **separate sealed envelope** or box and labeled **TECHNICAL BID. Attachments C and D must be included in this envelope or box.**

**5.3.3 Price Bid: Attachment B, Price Sheet,** must be submitted at the same time as the Technical Bid; but must be in a **separate sealed envelope** and labeled **Price Sheet, ITB DLA 2025.05. No alterations or amendments to the Price Sheet will be accepted. Any such changes or amendments may render the Bid non-responsive.**

#### **5.4 Copies of Bids**

Respondents are asked to submit one ORIGINAL and one electronic thumb drive of its Bid including **Attachment B, Price Sheet**, to the OAG no later than the date and time listed in accordance with **Section 2.2, Schedule of Events**. In addition, Respondent must also provide an electronic version of the Bid in a single Adobe PDF document file format on portable media. Respondent's original Bid must contain originals of all documents required to be submitted by Respondents.

#### **5.5 Bid Delivery**

It is the Respondent's responsibility to ensure that its Bid is delivered to the OAG by the specified time and date at the location identified in **Section 2.2, Schedule of Events**. Bids which, for any reason are not received timely, will not be considered or scored. Unsealed Bids and Bids transmitted electronically are not acceptable and will be declared non-responsive and will not be scored. Bids to this ITB may not be altered after the submission due date and time.

#### **5.6 Contents of Technical Bid**

**5.6.1** To assist the OAG in reviewing the Bid, Respondents are encouraged to use the format and headings below. Failure to use this format may result in information being overlooked and negatively impact the Respondent's score.

### **Table of Contents**

#### **TAB 1 Required Documentation**

- A. Signed Title Page
- B. Minimum Qualifications and Experience Outline
- C. Responses or Disclosures Required by the PUR 1001
- D. Attachment C, Use of Coercion for Labor and Services
- E. Attachment D, PUR7801 Vendor Certification Form

F. Licensure and Certificate of Insurance Documentation

**TAB 2** Narrative describing Respondent's plan for carrying out the tasks and deliverables referenced in Attachment A, Scope of Work

**TAB 3** Respondent's Corporate/Business Information

**5.6.2 Tab 1 Required Documentation**

**5.6.2.1 Title Page**

The Title Page must be executed as required and returned with the Bid pursuant to **Section 5.2, Responsive and Responsible (Mandatory Requirements)**. Failure to return a properly executed Title Page will render the Bid non-responsive. Respondents should also submit a transmittal letter that includes the name and title of authorized representative submitting the Bid, other than what is stated on the Title Page, if applicable, and all joint proposing firms or subcontractors.

**5.6.2.2 Minimum Qualifications and Experience**

Provide a detailed outline reflecting Respondent having met the minimum qualifications and experience requirements outlined in **Section 2.14**.

**5.6.2.3 Responses or Disclosures Required by PUR 1001**

**5.6.2.3.1** Submit in detail any disclosures required by Section 6 of the PUR 1001

**5.6.2.3.2** Submit in detail any disclosures required by Section 9 of the PUR 1001, as modified by **Section 5.1** of this ITB. If Respondent is unable to certify any of the provisions contained therein, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the OAG finding the Respondent not to be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes.

**5.6.2.4 Attachment C, PUR 2004 Use of Coercion for Labor and Services** must be submitted as outlined in **Section 2.16**.

**5.6.2.5** Provide a response for each Customer Indicator question not

marked “N/A” on **Attachment D, PUR 7801 Vendor Certification Form**. Failure to provide a response not marked “N/A” will result in the Respondent being deemed non-responsive.

### **5.6.3 Tab 2 Narrative Bid**

This section of the Respondent’s Bid must fully address in detail Respondent’s plan for carrying out the services outlined in **Attachment A, Scope of Work**. Respondent must also indicate if subcontractors will be used and for which services and provide a copy of subcontracts (if any) as specified in **Section 2.16**.

### **5.6.4 Tab 3 Business/Corporate Information**

This section should identify the organizational structure and any key personnel that will perform the Contract and include the following information:

**5.6.4.1** Date established, ownership (public company, partnership, subsidiary, etc.);

**5.6.4.2** If the Respondent has defaulted on a contract, or had a contract terminated for cause, within the past five years, describe the facts surrounding the default or termination in detail;

**5.6.4.3** Respondent must certify they are not delinquent paying taxes to the federal government, the State, or any governmental authority. If the Respondent is unable to certify, describe the facts surrounding each such delinquency in detail;

**5.6.4.4** If the Respondent has filed for bankruptcy protection within the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe the facts surrounding these financial situations in detail. Each Respondent will disclose any current or contingent liabilities that may impact on its ability to timely perform the Contract;

**5.6.4.5** If the Respondent has any pending or threatened litigation by or against the State, or any other governmental authority, describe the facts of each pending or threatened instance of litigation in detail.

### **5.7 Confidential or Exempt Material**

Notwithstanding any provisions to the contrary, public records must be made available pursuant to Chapter 119, Florida Statutes, the Public Records Act, or other provisions of Florida law. If a Respondent considers any portion of its Bid to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the Respondent must segregate and clearly mark those portions it deems exempt as “**CONFIDENTIAL**”. Simultaneously, with submitting a unredacted copy of the Bid, the Respondent will provide the OAG with a separate, redacted paper and electronic copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover and must be clearly titled “**REDACTED COPY**”. The Respondent must protect, defend, and indemnify the OAG for all claims arising from or relating to the determination that the redacted portions of its Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Respondent’s failure to submit a redacted copy with its Bid or to specify the grounds upon which the claim of exemption from disclosure is based, constitutes authorization by the Respondent for the OAG to produce the entire documents, data, or records submitted by the Respondent in response to a public records request for the records.

## **SECTION 6 SELECTION METHODOLOGY**

### **6.1 Review of Mandatory Responsiveness Requirements**

The Procurement Officers will review each Bid to determine whether the Bid satisfies the requirements of **Section 5.6, Contents of Technical Bid**. Only those Bids that meet these requirements will be deemed responsive. A Respondent who submits a Bid that does not satisfy the requirements of Section 5.6 will be deemed non-responsive and will not be considered for Contract award.

### **6.2 Review of Price Response**

The Procurement Officers will use the Respondent’s submitted **Attachment B, Price/Rate Sheet** to determine the lowest responsive bid.

## **SECTION 7 BASIS OF AWARD**

### **7.1 Basis of Award**

If the OAG awards a Contract resulting from this ITB, the OAG will award the Contract to the responsible and responsive Respondent that submits the lowest responsive bid as described in **Section 6.2, Review of Price Response**. The OAG intends to make a single

award; however, the Department reserves the right to make no award or issue multiple awards as determined to be in the best interest of the State.

The OAG reserves the right to determine which Bids are responsive and responsible at any time during the solicitation. In accordance with sections 287.012(25) and 287.057(1)(a)4, Florida Statutes, the OAG may reject a Bids if it fails to demonstrate that the Respondent has the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract. See section 287.012(25), Florida Statutes and section 287.057(1)(a)4, Florida Statutes. The OAG may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award.

## **7.2 Notice of Agency Decision**

At the conclusion of the evaluations, the OAG will announce its intended decision. Notice will be posted on the VIP. The OAG will award to the responsible and responsive Respondent(s) determined to have the lowest responsive bid as specified in **Section 6.2, Review of Price Response**. The OAG reserves the right not to make an award under this solicitation, as determined to be in the best interest of the State.

## **7.3 Attorney Fees**

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorney fees and costs, except as otherwise provided by law.

## **7.4 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

Pursuant to section 287.05701, Florida Statutes, the OAG will not take into consideration, request documentation or give preference to a Contractor based on their social, political, or ideological interests.

## **7.5 Protests**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A notice of intent to protest must be received by the Agency Clerk, with notice given to the Procurement Officers for the intent to protest, within the time prescribed in section 120.57(3), Florida Statutes.

Only documents delivered by the U.S. Postal Services, a private delivery service or in person during business hours (8:00 a.m. to 5:00 p.m. Eastern Time) will be accepted. Documents received after hours will be filed the following business day.

**No filing may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered “filed” when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk’s **mailing address** is:

Agency Clerk Florida Department of Legal Affairs  
Office of the Attorney General PL-01,  
The Capitol Tallahassee, FL 32399

The Agency Clerk’s **physical address** for hand deliveries is:

Agency Clerk  
Florida Department of Legal Affairs  
Office of the Attorney General  
107 W. Gaines St. Tallahassee, FL 32301

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ATTACHMENT A

### SCOPE OF WORK

1. **PURPOSE:** This scope of work is for the provision of moving services to relocate OAG staff assets from 700 Central Avenue, Suite 600, St. Petersburg, Florida (Location #1) to 3501 East Frontage Road, Suite 300, Tampa, Florida 33607 (Location #2) and 3507 East Frontage Road, Suite 100, Tampa, Florida 33607 (Location #3).
2. **TERM:** This scope of work will begin on October 3, 2025, or the date on which the purchase order is issued, whichever is later. It will end no later than November 30, 2025, or upon OAG final approval of the completed deliverable. The State of Florida's performance and obligation to pay under this purchase order and any subsequent renewal is contingent upon an annual appropriation by the Legislature and satisfactory performance of the Contractor.
3. **CONTRACTOR RESPONSIBILITIES:** The Contractor will perform the following tasks as specified:
  - 3.1 **Task List: The Contractor will perform the following tasks for each location as specified:**
    - 3.1.1 Develop a detailed Relocation Plan that includes at a minimum, an inventory list, labeling system, crate and box deliveries and pickup, transportation, reassembly, and clean up and submit it to the OAG Contract Manager no later than **72 hours** after issuance of the Purchase Order.
    - 3.1.2 **Pre-Move Services**
      - a. Meet with the OAG at 700 Central Avenue, Suite 600, St. Petersburg, FL 33701 to provide expectations and guidance for the relocation process and provide the OAG crates or boxes five days prior to the scheduled move in accordance with the Relocation Plan.
      - b. Participate in weekly Microsoft Teams calls with OAG staff and other stakeholders as directed by the OAG.
    - 3.1.3 **Packing and Preparation**
      - a. Provide all labor, materials, labels, and equipment necessary for safe and organized packing throughout the purchase order term. This must include, at a minimum, crates or boxes for employees to pack up OAG's assets, furniture dollies, padding and wrapping material for the project, and

computer bags.

- b. Disassemble all furniture and shelving, as required, to prepare for transport.
- c. Move all boxes in the OAG file room from 700 Central Avenue, Suite 600, St. Petersburg, Florida 33701 to 3507 East Frontage Road, Suite 100, Tampa, Florida 33607. Disassemble and dispose of all shelving in the file room after all boxes have been removed.
- d. Ensure sensitive equipment (e.g., computers, printers, etc.) are securely protected throughout the packing, transport, reassemble and delivery process.

#### **3.1.4 Transportation Requirements**

- a. Provide trucks of appropriate size to transport office property as needed throughout the Purchase Order term.
- b. Ensure all property is loaded, secured, and transported safely between sites throughout the Purchase Order term.
- c. Ensure all OAG property is securely locked in the Contractor's truck from the time of pick-up until delivery.
- d. Coordinate transportation dates and times with the OAG. Ensure transportation services occurs on the dates and times approved by the OAG.

#### **3.1.5 Delivery and Setup Requirements**

- a. Unload and place furniture, equipment, and files in designated locations per OAG's floor plan.
- b. Reassemble furniture and equipment as required.
- c. Remove all packaging materials and debris and Contractor owned equipment from premises.

#### **3.1.6 Post-Move Services**

- a. Pick up empty crates or boxes 5 business days after delivery to the new site.

- b. Conduct a final walkthrough with the OAG as directed.
  - c. Provide written reports on any damage, missing items, or incident as needed and submit it to the OAG.
- 3.2 **Deliverables:** Contractor will complete and submit the following deliverables to the OAG in the time and manner specified:
  - 3.2.1 Upon Completion: Moving and Relocation Services for Locations #1, #2 and #3 as specified in Tasks 3.1.1 through 3.1.6.
- 4. **Performance Measures and Financial Consequences:** All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified will result in a financial consequence as indicated below:
  - 4.1: Failure to submit the Relocation Plan as specified in Task 4.1.1 will result in a **TBD** reduction from that month's invoice for each business day it is not submitted as specified.
  - 4.2: Failure to complete Tasks 4.1.2 through 4.1.6 as specified will result in a **TBD** reduction from that month's invoice for each business day that task is not met.
- 5. **Method of Payment:**
  - 5.1 A purchase order will be issued to the Contractor.
  - 5.2 The method of payment for this purchase order is fixed price, fixed fee.
  - 5.3 The Contractor will not receive payment in advance for goods or services described in this scope of work.
  - 5.4 The Contractor must submit an invoice upon completion of all deliverables that provides a detailed accounting of the deliverables performed during the invoice period for which payment is requested.
  - 5.5 The Contractor is responsible for the performance of all tasks and deliverables contained in this Scope of Work.
- 6. **OAG Contract Manager:** The Contract Manager for this scope of work is: **TBD**.
- 7. **Controlling Terms and Conditions:**
  - 7.1 Scope of Work
  - 7.2 OAG Purchase Order Terms and Conditions
  - 7.3 OAG Invitation to Bid No. DLA 2025.05, Moving Services
  - 7.4 Relevant portions of the Contractor's Response to the OAG's Invitation to Bid.

**ATTACHMENT B**  
**Price/Rate Sheet**

**Instructions:**

Respondent must complete Attachment B in its entirety by providing a fixed price, fixed fee cost to complete the moving services outlined in Attachment A, Scope of Work for all three locations. Respondent's proposed pricing must be firm prices, and all inclusive.

It is the Respondent's responsibility to take into consideration items, including but not limited to, overhead, salaries, operating margin, travel, labor, materials, equipment, incidental expenses, and subcontractor costs (if any) when calculating the proposed pricing.

No changes or modifications to this Price/Rate Sheet will be accepted. Any changes or modifications made to this Price/Rate Sheet may cause the Respondent to be deemed non-responsive and ineligible for award.

The Bid will be awarded to the responsive, responsible Respondent that submits the lowest Total Bid Price.

|                                                                                            |                                                                                                                                       |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total Bid Price for the Relocation Project described in Attachment A, Scope of Work</b> | <b>\$</b> <span style="background-color: yellow; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span> |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|

BY AFFIXING MY SIGNATURE, I AM CONFIRMING THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS ITB, AND THAT I AM THE INDIVIDUAL AUTHORIZED TO BIND MY FIRM/ORGANIZATION TO THE SAME TERMS AND CONDITIONS OF THIS ITB AND THE PRICING OFFERED HEREIN.

RESPONDENT NAME: \_\_\_\_\_  
RESPONDENT MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FEID #: \_\_\_\_\_  
PRINTED NAME AND TITLE: \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C**

**PUR 2024 USE OF COERCION FOR LABOR AND  
SERVICES**

**ITB DLA 2025.05 Moving Services**

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

\_\_\_\_\_ does not use coercion for labor or services  
as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: \_\_\_\_\_

Representative/Officer's Printed Name: \_\_\_\_\_

Representative/Officer's Title: \_\_\_\_\_

Signature:

Date

**ATTACHMENT D**  
**Vendor Certification**  
**Form**

I hereby certify the following on behalf of the vendor/Respondent identified below:

| <b><u>Customer Indicator</u></b><br>(Required, N/A, Determined by Vendor) | <b><u>Vendor Indicator</u></b><br>(Check one of the following: Certified or N/A) | <b><u>Certification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required                                                                  | <input type="checkbox"/> Certified or<br><input type="checkbox"/> N/A            | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>                                                                                                                                                                           |
| Required                                                                  | <input type="checkbox"/> Certified or<br><input type="checkbox"/> N/A            | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a> |

|          |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required | <input type="checkbox"/> Certified or<br><input type="checkbox"/> N/A | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p> |
| N/A      | N/A                                                                   | <p>If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a>, and attached it hereto.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| N/A      | N/A                                                                   | <p>If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a>, and attached it hereto.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Required | <input type="checkbox"/> Certified or<br><input type="checkbox"/> N/A | <p>The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|          |                                                                       |                                                                                                                                                                                                                                                                                                                                                        |
|----------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required | <input type="checkbox"/> Certified or<br><input type="checkbox"/> N/A | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.                                                                                                                   |
| N/A      | N/A                                                                   | If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. |

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the Respondent.

**Printed Name:**

**Title:**

**Signature:**

**Date:**

## ATTACHMENT E

### OFFICE OF THE ATTORNEY GENERAL (OAG) PURCHASE ORDER SPECIAL CONDITIONS

#### Introduction

The Department of Management Services (DMS) encourages agencies and eligible users to use the most current purchase order terms and conditions for all purchases made within the MyFloridaMarketPlace system. DMS specifies that the terms and conditions are discretionary and may be modified as needed by agencies and eligible users. Pursuant to this acknowledgment, the OAG rejects the DMS General Contract Conditions, PUR 1000, in its entirety. These terms and conditions, whether generic or specific, take precedence over any other terms and conditions.

For good and valuable consideration, received and acknowledged sufficient, the OAG and Contractor agree to the following terms and conditions:

1. Term: This purchase order begins on the date of issuance unless otherwise specified.
2. Independent Contractor: Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this purchase order. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor understand they are independent contractors and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
3. Renewal: This purchase order may be renewed on a yearly basis for no more than three years beyond the initial purchase order term or for the original term of the purchase order, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG.
4. Modifications: Any changes to this purchase order must be mutually agreed upon in writing and incorporated by issuing a change order.
5. Performance Standards: Contractor will perform all tasks and deliverables as set forth in the Statement of Work and any attachments to the purchase order. The OAG will be entitled at all times to be advised as to the status of work being done under the purchase order. Coordination will be maintained by the Contractor with representatives of the OAG, or of other agencies interested in the project on behalf of the OAG.
6. Corrective Action Plan: Using this purchase order as the basis, the OAG, at its sole discretion, is authorized to identify deficiencies within the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies. Use of a

CAP does not preclude the assessment of financial consequences for failure to perform as specified.

7. Financial Consequences: In addition to the provisions in the preceding paragraph, the Statement of Work may specify financial consequences for failure to provide deliverables as specified.
8. Submission of Invoices: Payment will be made by the OAG upon submission of a properly certified invoice after delivery and acceptance of commodities or contractual services is confirmed in writing by the OAG. Invoices must contain sufficient detail for audit thereof and must contain the purchase order number, if applicable, and the Contractor's Federal Employer Identification number or Social Security number. The State may require other information from the Contractor that the State deems necessary.
9. Approval of Invoices: Pursuant to section 215.422, Florida Statutes, agencies have five working days to inspect and approve commodities and services. Deliverables may be tested for compliance with specifications. Deliverables not conforming to specifications may be rejected and returned at the Contractor's expense. Any increase in cost will be charged against the Contractor. Interest penalties for late payment are also provided for in section 215.422, Florida Statutes.
10. Taxes: The State of Florida is exempted from payment of State of Florida sales and use taxes and Federal Excise Tax. The Contractor, however, must not use the OAG's tax exemption number to secure any materials or services. The Contractor is responsible and liable for the payment of all FICA/Social Security and other taxes resulting from this purchase order. The State of Florida will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages unless otherwise explicitly stated in the purchase order.
11. Vendor Ombudsman: A vendor ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment from a state agency or the OAG, may be contacted at 850-413-5516 or the Contractor may call the State Comptroller's Hotline, 1-800-848-3792.
12. Audit: In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of this purchase order or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the OAG determines are necessary to monitor the performance of this purchase order or to ensure that the terms of this purchase order are being met. The Contractor must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.
13. Annual Appropriation: Pursuant to section 287.0582, Florida Statutes, if the purchase order binds the State or the OAG for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State's performance and obligation

to pay under this purchase order is contingent upon an annual appropriation by the Legislature.

14. MyFloridaMarketPlace Transaction Fees: The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes and Florida Administrative Code Rule 60A-1.031, all payments will be assessed a transaction fee of one percent, which the Contractor will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Contractor will receive a credit for any transaction fee paid by the Contractor for the purchase of any item. If such items are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Purchase Order. Failure to comply with these requirements will constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees will be excluded from conducting future business with the State.
15. Travel Expenses: Travel expenses are not reimbursable unless specifically authorized in writing and will be reimbursed only in accordance with section 112.061, Florida Statutes.
16. Guarantee of Claims: Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee, or delegate in connection with the purchase order.
17. Indemnification: The Contractor will indemnify, defend, and hold the OAG and the state of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to this Purchase Order, as well as for any determination arising out of or related to this Purchase Order, that Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the OAG. **Entities identified in section 768.28(2), Florida Statutes are excluded from this provision.**
18. Waiver of Sovereign Immunity: The purchase order does not constitute a waiver of sovereign immunity or consent by the OAG or the state of Florida or its subdivisions to suit by third parties. Regardless of any stated or referenced terms and conditions in any quote, estimate, proposal, or order form, including any Enterprise Term (User) License Agreement issued by a software developer for which the Contractor is a Reseller, the OAG has no authority to indemnify and does not indemnify the Contractor, its suppliers, subcontractors,

the software developer, or any other entity, from any claim, demand, loss, or damages, including attorney's fees, arising out of or related to this contract, including but not limited to OAG content, use of the commodities, services and software procured by the Purchase Order, or OAG violation of such agreement terms.

19. Insurance: The Contractor will maintain insurance sufficient to adequately protect the OAG from all liability and property damage and hazards which may result from the performance of this Purchase Order. All insurance will be with insurers qualified and duly licensed to transact business in the state of Florida. If required by the OAG and prior to commencing any work, the Contractor will provide a Certification of Insurance evidencing that all appropriate coverage is in full force and showing the OAG to be an additional insured.
20. Workers' Compensation: The Contractor will maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.
21. Conduct of Business: The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor will comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.
22. Registered in Florida: All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to the start of the Purchase Order or Contract. The OAG retains the right to ask for verification of compliance before Contract execution or issuance of the Purchase Order. Failure of the selected Contractor to have appropriate registration may result in the withdrawal of award or terminating the purchase order.
23. Lobbying: Pursuant to sections 11.062 and 216.347, Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or an OAG.
24. Gratuities: The Contractor will not, in connection with this or any other agreement with the State, directly or indirectly; offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes this provision, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

25. Cooperation with Inspector General: Pursuant to section 20.055, Florida Statutes, the Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.
26. Public Records: Pursuant to section 119.071, Florida Statutes, the Contractor must keep and maintain public records that are required by the OAG to perform the services required by the Purchase Order. Upon the request of the OAG, the Contractor must provide the OAG with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed those specified in Chapter 119, Florida Statutes, or as otherwise provided by law. The Contractor must ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following the completion of the purchase order, if the Contractor does not transfer the records to the OAG. Upon completion of the Purchase Order, Contractor will transfer to the OAG, at no cost, all public records in possession of Contractor, or keep and maintain public records required by the OAG to perform the service. If Contractor transfers all public records to the OAG upon completion of the purchase order, the Contractor will destroy any duplicate public records that are exempt or confidential. If the Contractor keeps and maintains public records upon completion of the purchase order, the Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OAG in a format that is compatible with the information technology systems of the OAG.

Failure by the Contractor to allow the public access constitutes grounds for unilateral cancellation of the purchase order by the OAG at any time, with no recourse available to the Contractor.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this purchase order, contact the custodian of public records at 850-414-3634, [publicrecordsrequest@myfloridalegal.com](mailto:publicrecordsrequest@myfloridalegal.com), Office of the Attorney General, PI-01, the Capitol, Tallahassee, FL 32399.**

27. Communications and Confidentiality: The Contractor will make no statements, press releases, or publicity releases concerning this purchase order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this purchase order, or any particulars thereof, during the term of the purchase order, without first notifying the OAG's Contract Manager or the OAG's designated contact person and securing prior written consent. The Contractor will maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to this purchase order and will comply with all state and federal laws. The Contractor's confidentiality procedures will be consistent with the most recent version of the OAG's security policies, protocols, and procedures. The Contractor will also comply with any applicable professional standards with respect to confidentiality of information.

28. Intellectual Property: All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Purchase Order are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Statement of Work. This paragraph does not apply to state universities as defined in section 1001.705, Florida Statutes.**
29. Public Entity Crime and Discriminatory Vendor List: Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons or affiliates, as defined therein, who are placed on the Department of Management Service's Discriminatory vendor's list or the Convicted vendor's list:
- a. Public Entity Crime: Pursuant to section 287.133, Florida Statutes, a 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract to with a public entity for the construction or repair of a public building or public work; 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 for Category Two (as defined in section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted Contractor list.
  - b. Discrimination: Pursuant to section 287.133, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 as long as they are on the Discriminatory vendor list. See section 287.133, Florida Statutes.
  - c. Ability to Perform. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any other similar list maintained by any other state or the federal government. The Contractor will immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the contract.
30. Antitrust Violator Vendor List: A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public

work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

31. Compliance with RESPECT: Pursuant to section 413.036(3), Florida Statutes: “It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this purchase order must be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this purchase order the person, firm, or other business entity carrying out the provisions of this purchase order is deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.”

It is Contractor’s responsibility, and not the OAG’s, to determine whether they must purchase any items from RESPECT. Additional information about the designated nonprofit OAG and the products it offers is available at <http://www.respectofflorida.org>.

32. Compliance with PRIDE: Pursuant to section 946.515(2), Florida Statutes: “It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this purchase order will be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this purchase order the person, firm, or other business entity carrying out the provisions of this purchase order is deemed to be substituted for the OAG insofar as dealings with such corporation are concerned.”

It is Contractor’s responsibility, and not the OAG’s, to determine whether they must purchase any items from PRIDE. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

33. Termination

- a. Termination for Convenience: This purchase order may be terminated by the OAG in whole or in part at any time in the best interest of the agency. If the purchase order is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress will become the property of the OAG and will be turned over promptly by the Contractor.
- b. Termination for Cause: This purchase order may be terminated for the Contractor’s non-performance upon no less than 24 hours’ notice in writing to the Contractor by certified mail, return receipt requested or in person with proof of delivery. If applicable, the OAG may employ the default provisions in Florida Administrative Code Rule 60A-1006(3). Waiver of breach of any provisions of this purchase order

will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. This provision does not limit the OAG's right to remedies at law or in equity.

- c. Termination Because of Lack of Funds: In the event funds to finance this purchase order become unavailable, the OAG may terminate the purchase order upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The OAG will be the final authority as to the availability of funds. In the event of termination of the purchase order for lack of funds, the Contractor will be compensated for any work satisfactorily completed prior to the notice of termination.
34. Subcontractors: The Contractor will not subcontract any work to be performed under this purchase order without the prior written consent of the OAG. The Contractor is fully responsible for satisfactory completion of all subcontracted work.
35. Assignment: The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the purchase order without the prior written consent of the OAG. In the event of any assignment, the Contractor remains secondarily liable for performance of the purchase order, unless the OAG expressly waives such secondary liability. The OAG may assign the Purchase Order with prior written notice to Contractor.
36. Independent Contractor: The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the OAG and are not entitled to the benefits of State of Florida employees. The OAG will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under this purchase order.
37. Venue: The laws of the state of Florida will govern this purchase order. Venue for any legal actions arising from this purchase order will be in Leon County, Florida.
38. Waiver: The delay or failure by the OAG to exercise or enforce any of its rights under this purchase order will not constitute waiver of such rights.
39. Modification and Severability: The purchase order may only be modified by a change order agreed to by the OAG and the Contractor. Should a court determine any provision of this purchase order is invalid, the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the purchase order did not contain the provision held to be invalid.
40. Scrutinized Companies: This contract may be terminated at the option of the OAG if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, has been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or has been engaged in business operations in Cuba or

Syria. The contract may also be terminated at the option of the OAG if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel.

41. Time is of the Essence: Time is of the essence regarding every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
42. Background Check: The OAG may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background screening as determined by the OAG and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screening(s) will be borne by the Contractor. The OAG may require the Contractor to exclude certain of the Contractor's employees, agents, representatives, or subcontractors from the Purchase Order based on the background screening results.
43. E-Verify: In accordance with section 448.095, Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.uscis.gov/e-verify/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the Purchase Order.

The OAG may request documentation of compliance with this provision at any time during the Purchase Order term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

44. Commodities Logistics: The following provisions will apply to all Purchase Orders unless otherwise indicated in the Purchase Order or attachments:
  - a. All purchases are F.O.B. destination, transportation charges prepaid.
  - b. Each shipment must be shipped to the address indicated on the face of this Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph will also apply to any third party who ships items against this Purchase Order on behalf of the Contractor.
  - c. No extra charges will be applied for boxing, crating, packing, or insurance.
  - d. The delivery schedule will apply: 8:00 a.m.to 4:00 p.m., Monday through Friday,

excluding state holidays.

- e. If delivery to the specified destination cannot be made on or before the specified date, notify the OAG immediately using the contact information provided in the MyFloridaMarketPlace system.
  - f. The OAG assumes no liability for merchandise shipped to other than the specified destination.
  - g. Items received in excess of quantities specified may, at OAG's option, be returned at the Contractor's expense. Substitutions are not permitted.
45. Cooperative Purchasing: As provided in section 287.042(16), Florida Statutes, other state agencies may purchase from this contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies upon the terms and conditions contained here.
46. Arbitration Clauses Excluded: The OAG expressly disavows any clause stated or referenced in any quote, estimate, or proposal, Contractor terms and conditions, including any Enterprise Term (User) License Agreement or Products Terms and Conditions published by a Software Developer for which the Contractor is a Reseller, that would require the OAG to submit to mandatory, binding arbitration regarding any disputes which arise from the performance of the Purchase Order by Contractor and the purchase and use by the OAG of the commodities, services and/or software so acquired. No such clause will restrict the OAG's remedies in law and equity as prescribed by law.
47. Warranty of Ability to Perform: The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations.
48. Notices: All notices required under the contract will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the OAG. Notices to the Contractor will be delivered to the person Contractor designates in the solicitation response. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
49. Severability: If a court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.

50. Compliance with the Copeland “Anti-Kickback” Act: The Contractor must comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this purchase order.
51. Suspension and Debarment List: As applicable, and if this purchase order is funded with federal funds, the Contractor agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Contractor must notify the OAG immediately if it or any of the Contractor’s employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.



**ATTACHMENT F**  
**CERTIFICATE OF LIABILITY INSURANCE**  
**CERTIFICATE OF LIABILITY INSURANCE**

**MYOUNGBLOOD**

DATE (MM/DD/YYYY)

xx/xx/xxxx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                               |                |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME:                 |                |
|          | PHONE (A/C, No, Ext):         | FAX (A/C, No): |
|          | E-MAIL ADDRESS:               |                |
|          | INSURER(S) AFFORDING COVERAGE |                |
|          | NAIC #                        |                |
| INSURED  | INSURER A :                   |                |
|          | INSURER B :                   |                |
|          | INSURER C :                   |                |
|          | INSURER D :                   |                |
|          | INSURER E :                   |                |
|          | INSURER F :                   |                |

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD      | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                |          | XXXXXXXXXX    | XX/XX/XX                | XX/XX/XX                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                       |                |          | XXXXXXXXXX    | XX/XX/XX                | XX/XX/XX                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ XX,XXX                                                                             |                |          | XXXXXXXXXX    | XX/XX/XX                | XX/XX/XX                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                    |
| B        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                            | Y / N<br>N / A |          | XXXXXXXXXX    | XX/XX/XX                | XX/XX/XX                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHR<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                         |
| C        |                                                                                                                                                                                                                                                                                                                     |                |          |               |                         |                         |                                                                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

**CERTIFICATE HOLDER**

**CANCELLATION**

List each Property Management Company as Certificate Holder. Total of 2 COIs.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MUST be Signed & Sent directly from the Insurance Agent - Generic or Insured Provided not Acceptable.