



# Request for Proposals #03-20C Disaster Debris Clearance and Removal Services

Santa Fe College on behalf of the Florida College System Risk Management Consortium and its Member Colleges invites you to submit a proposal for **Disaster Debris Clearance and Removal Services** according to the terms and conditions described herein.

Thank you for your interest in Santa Fe College and the Florida College System Risk Management Consortium.

# RFP #03-20C: Disaster Debris Clearance and Removal Services: INFORMATION SHEET

Posting Date: July 16, 2019

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| <b>Santa Fe College Purchasing Department Contact</b>  | David Shlafer, Director of Purchasing & Auxiliary Services   |
| <b>Changes/Inquiry Deadline</b> (see Section 1.5)<br><i>NOTE: Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.</i> | Wednesday, July 31, 2019 by 4:00 pm EST  |
| <b>Date Addendum #1 to be Posted</b> (see Section 1.6)   | Wednesday, August 7, 2019<br>at the <a href="#">SF Purchasing bids webpage</a>   |
| <b>Date/Time of Pre-Proposal Conference</b><br>(see Section 1.7)   | NONE   |
| <b>Date and Time Proposal is Due</b> (see Section 1.8)   | Wednesday, August 21, 2019 by 3:00 p.m.  |
| <b>Date, Time, and Location of Public Opening</b><br>(see section 1.8)   | Wednesday, August 21, 2019 at 3:00 p.m.<br>(Proposal contents will not be revealed, but those present can see who submitted proposals.)<br>3000 NW 83 <sup>rd</sup> Street, F-046, Gainesville, FL 32606 (Proposers not required to attend.) |
| <b>Date, Time, and Location of Scoring Meeting</b><br>(see Section 1.9)  | August 29 or 30<br>Final date/time/location to be posted in Addendum #1<br>(Proposers not required to attend.)   |
| <b>Date of Presentations</b> (see section 1.10)  | NONE   |
| <b>Date of Recommended Award Posting</b>   | Tuesday, September 3, 2019   |
| <b>Board of Trustees Meeting</b>   | Tuesday, September 17, 2019<br>(Proposers not required to attend.)   |

Any changes to the above schedule will be posted in an addendum at the [SF Purchasing bids page](#).

# Solicitation Acknowledgement (REQUIRED)

This page must be signed and included with your submission. Failure to do so will result in immediate rejection of your submission.

## Solicitation RFP 03-20C: Disaster Debris Clearance and Removal Services

The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.

**The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions:** Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida’s public records law, the bidder/proposer **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked “Confidential” that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)

The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College’s complete discretion) result in the rejection of the entire submission.

The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.

**Bidder/Proposer Business Name**

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**Business Address**

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**Printed Name & Title of Authorized Signatory**

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**Signature of Authorized Signatory (Please Sign & Date)**

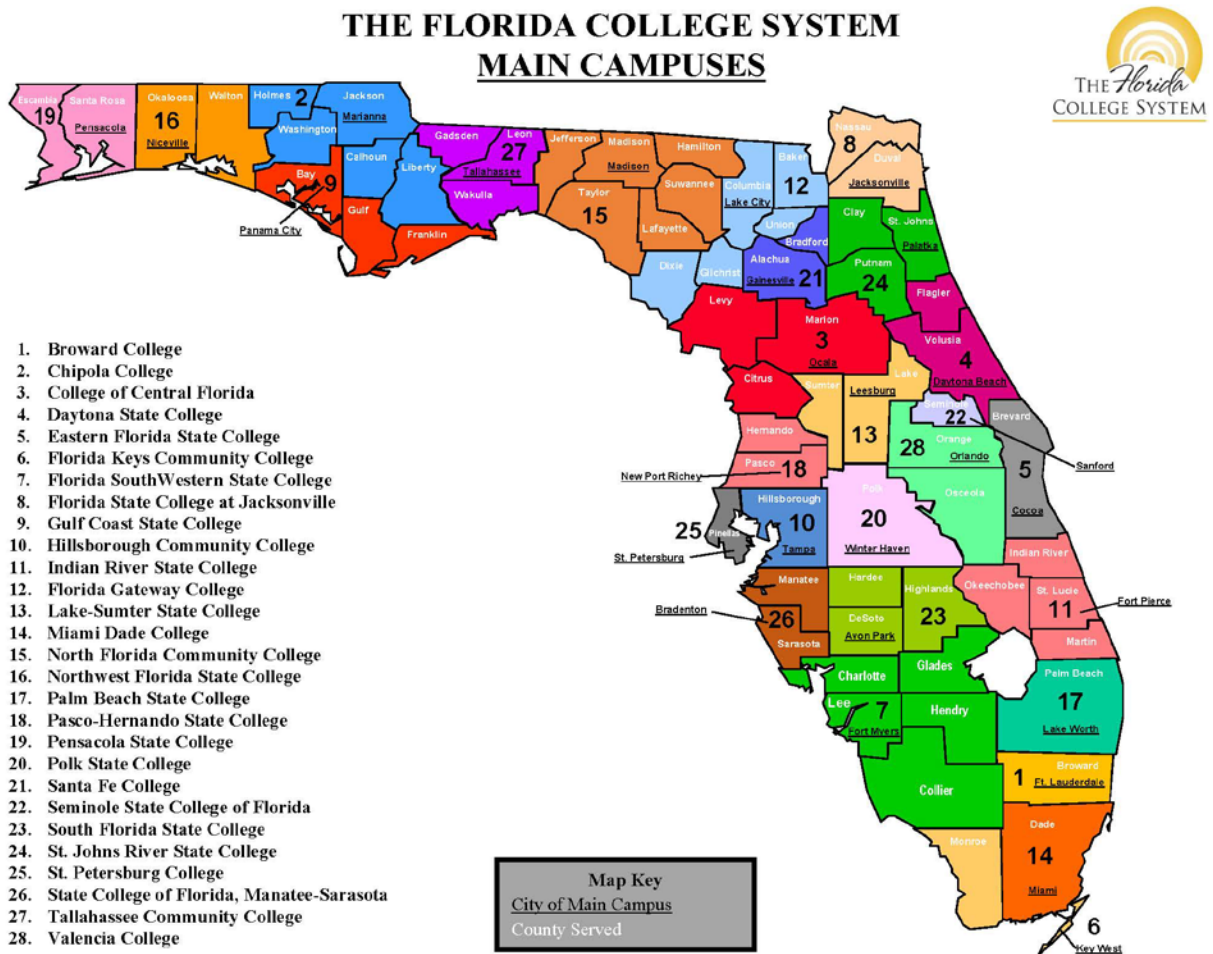
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# INTRODUCTION

The Board of Santa Fe College (SF) on behalf of the Florida College System Risk Management Consortium (Consortium) is accepting sealed proposals to provide **Disaster Debris Clearance and Removal Services**. The intent of this RFP is to establish indefinite quantity Disaster Debris Clearance and Removal Services contract(s) for use by the Consortium member colleges on an 'as needed' basis for debris management resulting from catastrophic events and declared emergencies and disasters such as tornadoes and hurricanes.

The Consortium has engaged Disaster Recovery Services, LLC to serve as a consultant on this solicitation.

The Consortium is a program authorized by the Florida Legislature which allows the twenty-eight community colleges within the Florida College System to join together to develop and implement a cooperative system of risk management under one comprehensive plan.



### Consortium Member Colleges

| Name                                  | Main Campus Address  | Approximate Acreage | Approx # of All College Buildings |
|---------------------------------------|--|---------------------|-----------------------------------|
| Broward College                       | 225 East Las Olas Boulevard, Ft. Lauderdale, FL 33301            | 404                 | 114                               |
| Chipola College                       | 3094 Indian Circle, Marianna, FL, 32446                          | 165                 | 49                                |
| College of Central Florida            | 3001 SW College Road, Ocala, FL 34474                            | 438                 | 74                                |
| Daytona State College                 | 1200 W International Speedway Boulevard, Daytona Beach, FL 32114 | 556                 | 88                                |
| Eastern Florida State College         | 1519 Clearlake Road, Cocoa, FL 32922                             | 543                 | 51                                |
| Florida Gateway College               | 149 SE College Place, Lake City, FL, 32025                       | 141                 | 63                                |
| Florida Keys Community College        | 5901 College Road, Key West, FL, 33040                           | 127                 | 17                                |
| Florida Southwestern State College    | 8099 College Parkway, SW, Ft. Myers, FL, 33919                   | 419                 | 86                                |
| Florida State College of Jacksonville | 501 W State Street, Jacksonville, FL, 32202                      | 833                 | 109                               |
| Gulf Coast State College              | 5230 West US Highway 98, Panama City, FL, 32401                  | 264                 | 40                                |
| Hillsborough Community College        | 39 Columbia Drive, Tampa, FL, 33606                              | 850                 | 69                                |
| Indian River State College            | 3209 Virginia Avenue, Fort Pierce, FL 34981                      | 713                 | 78                                |
| Lake Sumter State College             | 9501 US Highway 441, Leesburg, FL 34788                          | 276                 | 30                                |
| Miami Dade College                    | 11011 SW 104 <sup>th</sup> Street, Miami, FL 33176               | 497                 | 167                               |
| North Florida Community College       | 325 NW Turner Davis Drive, Madison, FL 32340                     | 165                 | 30                                |
| Northwest Florida State College       | 100 College Boulevard, Niceville, FL, 32578                      | 533                 | 74                                |
| Palm Beach State College              | 4200 Congress Avenue, Lake Worth, FL 33461                       | 377                 | 184                               |

|   |   |      |     |
|---|---|------|-----|
| Pasco Hernando State College              | 10230 Ridge Road,<br>New Port Richey, FL<br>34654         | 600  | 96  |
| Pensacola State College                   | 1000 College<br>Boulevard, Pensacola,<br>FL 32504         | 663  | 63  |
| Polk State College                        | 999 Avenue H, NE,<br>Winter Haven, FL<br>33881            | 269  | 35  |
| Saint Johns River State College           | 5001 St. Johns Avenue,<br>Palatka, FL 32177               | 353  | 43  |
| Saint Petersburg College                  | 14025 58 <sup>th</sup> St. North,<br>Clearwater, FL 33760 | 405  | 159 |
| Santa Fe College                          | 3000 NW 83 <sup>rd</sup> Street,<br>Gainesville, FL 32606 | 277  | 63  |
| Seminole State College                    | 100 Weldon Boulevard,<br>Sanford, FL 32773                | 751  | 61  |
| South Florida State College               | 600 West College<br>Drive, Avon Park, FL<br>33825         | 307  | 87  |
| State College of Florida Manatee-Sarasota | 5840 26 <sup>th</sup> Street, West<br>Bradenton, FL 34207 | 205  | 60  |
| Tallahassee Community College             | 444 Appleyard Drive,<br>Tallahassee, FL 32304             | 1883 | 86  |
| Valencia College                          | 1768 Park Center Drive,<br>Orlando, FL 32835              | 653  | 88  |

# 1.0: General Terms and Conditions

To ensure acceptance of your response to this solicitation, be sure to follow the instructions herein. By signing the Solicitation Acknowledgement, you agree to the terms and conditions below. **Any and all conditions within this solicitation document which vary from these general conditions shall have precedence. Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable unless agreed to specifically in a written agreement signed by the parties.** Any proposed changes must be submitted by the Inquiry Deadline specified on Page 2.

## 1.1 DEFINITIONS

- **Bidder/Proposer** refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.
- **Board** refers to the Santa Fe College Board of Trustees
- **Consortium** refers to the Florida College System Risk Management Consortium
- **Contractor** refers to the Proposer whose response is selected for award.
- **Member College** refers to an individual college that is a member of the Consortium
- **Response** refers to a business entity’s submission in response to this solicitation.\

- **Right-of-way** The portions of land owned and maintained by the Colleges, excluding natural, unimproved areas over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line. To be clear, debris must be removed from right-of-ways, including sidewalks and College roads.
- **Hanger Limbs** (whose removal is required by this RFP) are limbs dangling from trees due to damage and are: 1) Located on improved public property; 2) Greater than 2” in diameter at the point of breakage, and 3) Still hanging in a tree and threatening a public-use area, e.g., trails, sidewalks, golf cart paths.

## 1.2 SEALED SUBMITTAL DEADLINE

All responses must be submitted by the date/time required on the “Solicitation Information Sheet” in a sealed envelope or box addressed as follows:

Santa Fe College  
 Director of Purchasing and Auxiliary Services  
 Robertson Administration Bldg. Room 42  
 3000 NW 83rd Street  
 Gainesville, Florida 32606

The face of the envelope or box shall contain in the lower left-hand corner: Solicitation Number, Title, Due Date, and Time. Offers sent by fax, e-mail, or telephone will not be accepted.

It is the sole responsibility of the bidder/proposer to deliver his or her response to the address contained herein on or before the closing hour and date shown above. Responses received after the specified due date/time shall be rejected and retained unopened for the record. The College is not responsible for late mail or any other circumstance resulting in a late submission. No Purchasing Department staff will incur responsibility for the inadvertent opening of a response not properly sealed, addressed or identified.

Submissions are considered valid for 120 days from the due date unless otherwise stated herein.

## 1.3 EXECUTION OF RESPONSE

The response must contain a manual signature of an authorized representative of the bidder/proposer on the “Solicitation Acknowledgement” form (Page 3). Responses not submitted with the “Solicitation Acknowledgement” form shall be rejected.

## 1.4 COSTS

The College is not liable for any costs incurred by a bidder/proposer in responding to this solicitation, including those for oral presentations, if applicable.

## 1.5 INQUIRIES & INTERPRETATIONS

Any questions concerning terms, conditions, and/or specifications shall **only** be directed via email to the Purchasing Department Contact (see Page 2) no later than the inquiry deadline (see Page 2). Failure to comply with this condition will result in bidder/proposer waiving the right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. **Any vendor that submits contrary terms and conditions as a requirement for their bid, or who contacts others at the College not specified on page 2 to discuss the solicitation may be disqualified.**

The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary. Any clarifications received in writing shall be considered as part of the response.

## 1.6 ADDENDA

Any addenda to this solicitation will be posted on the [SF Purchasing bids page](#) by 5:00 p.m. on the date indicated on the Solicitation Information Sheet (Page 2) or in the addenda itself if further addenda are necessary. **It is the bidder's/proposer's responsibility to assure that any addenda are received.** Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the bidder's/proposer's response. Proposers who do not sign addenda (if required) may have their entire response rejected.

## 1.7 PRE-SOLICITATION MEETING(S)

Pre-bid or pre-proposal conferences or inspections may be held to assist responders with understanding the specifications and/or viewing the relevant location(s). If such a meeting is designated as Mandatory, then only those who attend will be considered for award. Bidders/proposers are **strongly** urged to attend any non-mandatory pre-bid or pre-proposal conference as individual vendor appointments to review specifications will not be accepted.

## 1.8 SOLICITATION OPENING/DUE DATE AND TIME

Anyone may be present at a solicitation opening and/or receive a list of names of bidders/proposers. For a bid opening, the pricing provided by each vendor shall also be provided. However, for an RFP, the contents of the solicitation responses shall not become public until an award or recommendation for award is made. Any responses received after the due date/time shall be deemed nonresponsive and retained unopened for the record.

## 1.9 SCORING MEETING

If this solicitation is a Request for Proposals (RFP) or Invitation to Negotiate (ITN), then a public scoring meeting may be held to determine the award recommendation or recommendation for negotiations. The date, time, and location of the meeting will be specified on the Solicitation Information Sheet (if known) or in an addendum. Should the date, time, or location of the scoring meeting change, it will be noted in an addendum (see 1.6). Vendors are not required to attend.

## 1.10 PRESENTATIONS

A solicitation may require vendors to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. If presentations are required, the expected presentation days and times will be listed on the Solicitation Information Sheet (if known). Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable.

## 1.11 NEGOTIATIONS

For an RFP, the College reserves the right to further negotiate terms not otherwise covered in the solicitation or response post-award (see Section 1.12) to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary.

## 1.12 AWARD

In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on



final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on.

## 1.13 POSTING AND TABULATION

The posting of the award or recommended award will be made on or about the date of award notification as indicated on the Solicitation Information sheet (Page 2). Award notices will be posted on the SF College Purchasing Office bulletin board (outside room F-042, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida, 32606) and on the [SF Purchasing bids page](#). After award, solicitation files may be examined during normal working hours by appointment. In accordance with Florida Statute 119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or 12 months has passed, whichever is sooner.

## 1.14 PROTEST

The recommended award will be posted for review by interested parties both online at the [SF Purchasing bids page](#) and in the Alan J. Robertson Administration Building, outside Room F-46 and will remain posted for a period of at least seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

*In accordance with FS 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) shall post, at the time of filing the formal written protest, a bond payable to the College in an amount equal to one percent (1%) of the estimated total volume of the award. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the College prevails, it shall recover all costs and charges that shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.*

## 1.15 INSURANCE

Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed, and provide evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, in its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

## 1.16 PRICES, TERMS, AND PAYMENT

Bidder/proposer prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer may offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.

## 1.17 TAXES

Santa Fe College does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax-exempt certificate is available upon request.

Santa Fe College on behalf of the Florida College System Risk Management Consortium RFP #03-20C: Disaster Debris Clearance and Removal Services

## 1.18 MISTAKES

Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.

## 1.19 DELIVERY

Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within 30 days from the date of receiving a College purchase order. Unless otherwise agreed, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday.

## 1.20 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders/proposers must disclose with their solicitation the name of any officers, director, or agent who is also an employee of Santa Fe College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder's/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The bidder/proposer shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.

## 1.21 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at bidder's/proposer's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in bidder/proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any such violation of the award/agreement may also result in the bidder/proposer being prohibited from participating in future business with the College in accordance with the College's vendor policy.

## 1.22 DISPUTES

In case of any doubt or difference of opinions as to the services to be furnished hereunder, the decision of the College's Purchasing Director shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.

## 1.23 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful bidder/proposer to notify the College at once, indicating in the notice the specific regulation which required an alteration. Santa Fe College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.

## 1.24 LEGAL REQUIREMENTS

Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility.

Santa Fe College on behalf of the Florida College System Risk Management Consortium RFP #03-20C: Disaster Debris Clearance and Removal Services

## 1.25 PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify and save harmless Santa Fe College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Santa Fe College. If the bidder/proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## 1.26 ADVERTISING

Bidder/proposer agrees not to use the results of this solicitation as a part of any commercial advertising without prior approval from the SF Director of Purchasing.

## 1.27 ASSIGNMENT

Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned with written notification to the SF Director of Purchasing and Auxiliary Services. However, any such assignment shall permit the College to terminate any ongoing agreement with 30 days' notice if desired by the College.

## 1.28 LIABILITY (HOLD HARMLESS AGREEMENT)

The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

On behalf of Contractor and any heirs, executors, administrators and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the Board of Santa Fe College and the State of Florida and their respective trustees, employees, agents, successors, and assigns (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively, "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.

## 1.29 ANTI-DISCRIMINATION CLAUSE

Santa Fe College is committed to an environment that embraces diversity, respects the rights of all individuals, is open and accessible, and is free of harassment and discrimination based on, but not limited to, ethnicity, race, creed, color, religion, age, disability, sex (including pregnancy, gender identity, and sexual orientation), marital status, national origin, genetic information, political opinions or affiliations, and veteran status. To the extent applicable, the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

## 1.30 AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

## 1.31 STATE LICENSING REQUIREMENT

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State.

## 1.32 PUBLIC ENTITY CRIME INFORMATION

As per Florida Statutes, Section 287.133(2)(a), "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 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

## 1.33 DISCRIMINATORY VENDORS LIST

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a response to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

## 1.34 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

## 1.35 RECORDS

All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

**1.35.1 PUBLIC RECORDS LAW:** The bidder/proposer agrees to allow the College and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records received by College in connection with the transaction of official business, including information contained in any responses to this solicitation may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

**1.35.2 AUDIT RECORDS:** The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.

**1.35.3 RETENTION OF RECORDS:** The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement

resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

### 1.36 SEVERABILITY

The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

### 1.37 GOVERNING LAW AND VENUE

Any agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Alachua County, Florida.

### 1.38 TERMINATION FOR CONVENIENCE

Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

### 1.39 AVAILABILITY OF FUNDS

The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

### 1.40 FORCE MAJURE

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.

### 1.41 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer.

### 1.42 INTENTIONALLY DELETED

### 1.43 COLLEGE RULES

Contractor understands and agrees to follow all current College rules that may apply to any service they perform, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12

(Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at the [College Rules website](#). Contractor further understands that Board Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence to the appropriate authorities including the SF College Police Department and the College's Equal Access/Equal Opportunity Coordinator.

Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the [Department of Children and Families Florida Abuse Hotline](#) at 1-800-962-2873. More information about reporting abuse may be found online at the [Florida Department of Children and Families website](#). Additionally, Contractor understands that Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.

#### 1.44 CHANGES TO AGREEMENT/CHANGED CONDITIONS

Any changes to the resulting agreement must be in writing and executed by authorized representatives of all parties, or by a College-issued change order and acceptance by Contractor. Should conditions change that were not anticipated, both parties shall work together in good faith to adjust the Agreement to reasonably accommodate the change.

#### 1.45 CONFIDENTIALITY & PROPRIETARY INFORMATION

Confidential or proprietary information provided by one party to the other in discharge of the terms and conditions of this agreement must be clearly marked as being proprietary or confidential. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect the information or property disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party must provide evidence of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. All items of confidential information must be labeled in writing as such when delivered to the recipient. This solicitation and the proposer's response are not considered confidential.

#### 1.46 INTENTIONALLY DELETED

#### 1.47 INTENTIONALLY DELETED

#### 1.48 FERPA

In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statute sections 1002.225 and 1006.52, should the Contractor be deemed to have a legitimate educational interest in accessing a student's educational records, the Contractor and Contractor's employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made.

## 1.49 INDEPENDENT CONTRACTORS

The relationship of College and Contractor is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

## 1.50 INTENTIONALLY DELETED

## 1.51 INTENTIONALLY DELETED

## 1.52 INTENTIONALLY DELETED

## FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS (1.53 THROUGH 1.73)

The activation of any Contract resulting from this RFP may be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:

### 1.53 DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)

1. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
2. In the event of Contractor's breach of its performance obligations, Santa Fe College shall have all rights and remedies against Contractor as provided by law.

### 1.54 TERMINATION RIGHTS, 2 CFR § 200.326 APPENDIX II TO PART 200 (B)

1. **Termination for Convenience:** Whenever the interests of Contractor or Santa Fe College (COLLEGE) so require, either party may terminate the Agreement, in whole or in part, for the convenience of the party. Terminating party shall give the other party ninety (90) days prior written notice of termination (or a lesser time, if mutually agreed). In the event of a termination for convenience by COLLEGE, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
2. **Termination for Cause:** Either party may, by written notice of default, terminate the parties' Agreement, in whole or in part, if either party fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following receipt of a Notice of Deficiency.

### 1.55 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 APPENDIX II TO PART 200 (C))

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

- apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
3. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
  7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## 1.56 DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (D)

1. **David-Bacon Act:** Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);
2. **Copeland "Anti-Kickback" Act:** In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Government must report all suspected or reported violations to the appropriate Federal agency.
3. If applicable to the work and services performed by Contractor under the parties' Agreement:
  - a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29
  - b. C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
  - c. Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these



contract clauses.

- d. A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

## **1.57 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

## **1.58 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

## 1.59 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

## 1.60 ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## 1.61 DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor, its 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).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 1.62 BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

## 1.63 PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or

- c. At a reasonable price.
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at the EPA Products Webpage

## **1.64 AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **1.65 ACCESS TO RECORDS**

1. Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract

## **1.66 SEAL, LOGO AND FLAGS**

Contractor shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

## **1.67 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance may be used to fund the AGREEMENT. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **1.68 NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

## **1.69 PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## 1.70 TIME AND MATERIALS

Any time and materials contract must include a ceiling price that the Bidder/Offeror exceeds at its own risk. The Bidder/Offeror also agrees for Bidder/Offeror to assert a high degree of oversight in order to obtain reasonable assurance that the Bidder/Offeror is using efficient methods and effective cost controls, and Bidder/Offeror agrees to fully cooperate with such oversight measures. 2 CFR § 200.318(j)(1).

## 1.71 NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

Bidder/Offeror acknowledges that Bidder/Offeror was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

## 1.72 “COST PLUS A PERCENTAGE OF COST” CONTRACTS PROHIBITED

“Cost plus a percentage of cost” or “percentage of construction cost” forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d).

## 1.73 BONDING REQUIREMENTS

In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of Santa Fe College or other FCSRMC member college provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## 1.74 MINORITY AND WOMENS BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDER-UTILIZED BUSINESS (HUB) AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

PROPOSER is required to make some basic commitments to ensure the overall success of this program. By submission of a response, offeror commits to the following:

**MWBE/HUB/SBE Participation** – It is SF’s goal to have MWBE/HUB/SBE participation in providing services under contracts awarded under this RFP. If **Bidder/Proposer** intends to employ sub-contractors in providing services/products related to this solicitation, **Bidder/Proposer** must make and demonstrate a good faith effort to include MWBE/HUB/SBE participation under a contract. **Bidder/Proposer’s** good faith effort must include, but is not limited to, the following affirmative steps (ref. 2 CFR 200.321):

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation list;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## 2.0 Submittals

Responsible **Bidder/Proposer** shall provide straightforward, concise information that satisfies the requirements noted herein. The following core areas must be addressed specifically in any response to this proposal:

1. This RFP is intended as a basis for selection of experienced and qualified **Bidder/Proposers** to provide products and or services falling within the scope of this RFP. In that regard, **Bidder/Proposers** shall be required to submit a response that provides all information requested and conforms to the requirements outlined herein.
2. **Bidder/Proposer** shall provide a printed original plus one printed copy of the proposal, each contained in a separate hard sided three-ring binder. The binders shall be labeled "Original" and "Copy", and shall be organized in tabbed sections as described below. In each tabbed Section, **Bidder/Proposer** shall provide all requested information as applicable to the products and or services being offered, formatted at **Bidder/Proposer** discretion unless otherwise indicated. **Bidder/Proposer** shall also provide an "Electronic Copy" of the complete proposal on a thumb drive, in native Word, Excel or PDF format, and submitted in the "Copy" of the proposal. All **SF** Forms and **Bidder/Proposer** pricing, provided in the "Electronic Copy", shall be submitted in Excel format only.
3. Section 1.73 lists bonding requirements. However, **there are no bonding requirements** to respond to this RFP. The bonding requirements provided are standard FEMA language, which, while they do not apply to the response to this RFP, may be required by Member Colleges that use Contractor's services (such as a performance bond). In addition, such bonding may be required of any subcontractors designated by Contractor, as per Federal Guidelines, or circumstantial FEMA requirements.

**You must submit the following for your bid to be considered:**

### **Tab 1 – Required SF Forms**

1. A signed Submission Acknowledgement Form (Page 3).
2. Any Addenda that requires a signature
3. Appendix A: Drug-Free Workplace Statement (signed)
4. Appendix B: FEMA Certifications

### **Tab 2 – Business Viability, Capability & Organization**

1. Company's Official registered name including brief company history, ownership, organization and year established.
2. Geographic coverage, including:
  - a. Corporate office location
  - b. Total number of employees within the company
  - c. Map and/or listing of sales and/or service office locations
  - d. Areas of operations
3. Gross revenue for each of the last three completed fiscal years (2016, 2017 & 2018) and current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant. If your firm is a private entity, and this information is considered confidential, do not submit this document in electronic format. Instead, place this information in one sealed envelope and mark it "Confidential Financial Statements". You do not need to make a copy. Public entities (whose

information is not confidential) must submit this information as any other information required (one original, one copy, and electronically).

4. A minimum of three (3) debris removal project references including:
  - a. Agency name and address
  - b. Contact name
  - c. Title
  - d. Telephone number
  - e. Email address
  - f. Years products and or services were provided
  - g. Type of products and or services provided
  - h. Scale of debris removal performed for the reference indicated per cubic yard in the following ranges:  
LOW RANGE 0-100k CY  
MID RANGE 100k – 500k CY  
HIGH RANGE 500k + CY
5. Organizational chart including proposed points of contact and a full-time project manager required to report to the **Member College**.
6. Detailed listing of **Bidder/Proposer's** equipment and resources.
7. Furnish a "Certificate of Registration" that identifies the States in which the **Bidder/Proposer** is authorized to conduct business.
8. Ability to supply Performance and Payment bonds, if required by **Member College**.
9. **Bidder/Proposer** must include a MWBE/HUB/SBE summary document explaining how **PROPOSER** plans to foster small business participation in order to assist **Member College** meet affirmative steps for inclusion of these firms when federal dollars are expended. (See Section 1.74) List **Bidder/Proposer** MWBE/HUB/SBE designation (if any) and/or proposed sub-contractor MWBE/HUB/SBE designation.

### **Tab 3 – Safety Plans and Records**

1. Submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Offeror determines suitable or necessary for the project.
2. Provide a mobilization and operations plan.
3. Submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.
4. Submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.
5. Submit a detailed training outline of each position involved in debris removal and DMS(s) operations.
6. Submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years.

### **Tab 4 –Qualifications and Experience**

1. Provide a listing of key personnel who would be assigned to the project, including their training and certifications and years of experience. PROPOSERS should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.
2. Provide a listing of all training and professional experience (include all professional and third-party certifications, such as ISO 9000 Series, ISO 14000 Series).
3. Documented knowledge coordinating with Federal, State, and Local emergency agencies.
4. Previous experience with State and Federal reimbursement programs; including, but not limited to: FEMA and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

5. Previous experience with special disaster recovery programs and all other services as indicated in the scope of work.

#### **Tab 5 –Services and Rates**

1. Describe in detail all products, services and/or solutions being offered. It is the understanding of **SF** that equipment provided during the effort of any recovery project may be new or used and shall not be purchased under the terms of this procurement.
2. Provide complete pricing for all products, services and/or solutions being offered under Schedules 1 & 2, Section 4.0. **Pricing must be included in the “Original”, “Copy” and “Electronic Copy.” All pricing provided in the “Electronic Copy” shall be submitted in Excel format only.** Other pricing that is relevant to the Scope and Specifications of this RFP may be submitted as Catalog Pricing and/or Price List. Multiple percentage discount structure is acceptable. **Proposer** must specify where different percentage discounts apply. **Discounts provided on price lists and catalogs** – Detail the average discount provided by the PROPOSER on stated prices. Discount should not be already taken off catalog pricing lists and catalogs. **Discounts need to be provided separately.**
3. Pricing might include a schedule of job titles/classifications and proposed rates for each; charges for in-house materials and services e.g.; supplies, faxes, copies, photo scans, etc.; company policy for charging of reimbursable third-party expenses; flat rates for specific activities; etc. The objective is to cover all possible cost. If awarded a contract, the charges for all products, services, and/or solutions provided to a **Member College**, must be able to be verified by **Member College’s** procurement staff against your proposal.

## 2.1 Evaluation of Proposals

**A committee composed of SF Purchasing staff, Florida College System Risk Management Consortium personnel, and/or Member College personnel** will evaluate all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Bidder/Proposer(s)** best meet the needs of **Consortium Member Colleges**.

Proposals will be evaluated in two stages. The **first stage** will be a general evaluation of the completeness of all required **SF** Forms, other required documentation and overall structure of proposal (**Pass/Fail**). Proposals deemed to be responsive will receive a Pass grade and then move to the second stage of the evaluation process.

The **second stage** will be scored using the criteria below, with a maximum score of 100 points. The approach and criteria are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a Competitive Range. Criteria descriptions are not meant to be exhaustive and **SF** may use any obtainable relevant information in the evaluation process.

The evaluation committee will choose the **Bidder/Proposer** that it finds to be most advantageous to **Consortium Member Colleges** based upon the evaluation criteria. The results of the evaluations and the selection of a proposal(s) for any award will be documented.

Consortium and Member College reserve the right to award to multiple vendors based on the ability of proposers to serve different areas and potential work volume due to a serious storm or multiple storms. Member Colleges may choose to use any of the awarded vendors that can service their locations.

## Evaluation Criteria Table

| Criteria Description  | Possible Point Award |
|---|----------------------|
| A. RFP FORMS, other required documentation and overall completeness of Proposal:<br>This includes demonstrated ability to meet the small and minority businesses, women's business enterprises, and labor surplus area firm participation, or a documented "good faith effort". | Pass/Fail            |
| B. Business Viability, Capability & Organization  | 20                   |
| C. Safety Plans and Records   | 20                   |
| D. Qualifications and Experience  | 20                   |
| E. Services and Rates   | 40                   |
| Total:  | 100                  |

## 3.0 Scope and Specifications

### Scope Overview

**The Board of Santa Fe College (SF) on behalf of the Florida College System Risk Management Consortium (Consortium) is accepting sealed bids to provide Disaster Debris Clearance and Removal Services. Instructions are to be followed as outlined in this RFP #03-20C.**

This RFP is intended to secure the services of a capable and experienced **Contractor** who can provide FEMA-compliant disaster debris removal services to **Consortium Member Colleges** for specific projects in their jurisdiction to efficiently remove varied volumes of disaster-generated debris from various sized areas in a timely and cost-effective manner and lawfully disposing of all debris. The **Bidder/Proposer** must handle, properly dispose, contain and transport debris management activities in accordance with the applicable Federal, State and local regulations, as applicable, which may include the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Services (NRCS), and the Florida Environmental Regulatory Commission (FERC) or other regulations as determined by the **Member College's** needs.

The **Bidder/Proposer** shall have the capacity to manage a major workforce with multiple sub-contractors and to cover the expenses of a major recovery prior to being paid by the **Member College**. Established management teams must be in place. The **Bidder/Proposer** shall have the resources to provide the equipment and personnel necessary to cover a disaster.

It shall be the **Contractor's** responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the **Member College** issues a Notice to Proceed to the Bidder/Proposer, unless otherwise directed in writing by the **Member College**.

Payment for disposal costs (such as tipping fees) incurred by the **Contractor** at a **Member College**-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the **Member College** as a pass-through cost. Prior to reimbursement by the **Member College**, the **Contractor** must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of **Contractor** payment to the disposal facility.

The **Bidder/Proposer** shall have an excellent understanding of FEMA Project Worksheets and the documentation involved for the reimbursement from FEMA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 44 Code



of Federal Regulations (CFR) Part 13, (§13.36, Procurement) to 2 CFR 200 to be eligible for reimbursement under the Public Assistance Program. This scope of work may include, but is not limited, to: (Actual work will be determined by the **Member College**).

### 3.1 Term

The term of the agreement for these services shall be for a period of 3 years. Contract start date shall be **October 1, 2019**. The term may be renewed for an additional period of **2 years upon mutual agreement of Consortium, College, and Contractor**.

### 3.2 Emergency Road Clearance

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from **Member College** roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the **Member College** shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the **Member College** to conduct emergency roadway clearance work. The **Member College** may choose to extend the **Contractor's** seventy (70)-hour limit through a written request. Roadways will be cleared as directed by the **Member College**. The **Contractor** shall assist the **Member College** and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this Contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule.

### 3.3 Right-of-way (ROW) Vegetative Debris Removal

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the **Member College** ROW to a **Member College**-approved Debris Management Site (DMS) or approved final disposal site in accordance with all Federal, State, and Local regulations.

1. Vegetative debris in the **Member College** ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, **Member College** parks, alleys, **Member College** debris staging areas, sidewalks, and other areas as designated by the **Member College**.
2. Eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or physical obstacle) will be deemed to be on the ROW, and is to be removed.
3. The **Contractor** will remove vegetative debris as directed by the **Member College**.
4. All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the **Member College** or its authorized representative.
5. The **Contractor** must provide traffic control as conditions require or as directed by the **Member College**.
6. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the **Member College** or its authorized representative. The **Member College** will provide specific right-of-entry (ROE) legal and operational procedures.

### 3.4 ROW Construction and Demolition (C&D) Debris Removal

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the **Member College** ROW to a **Member College**-approved final disposal site in accordance with all Federal, State, and Local regulations.

1. C&D debris in the **Member College** ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, **Member College** parks, alleys, and **Member College** debris staging areas. Eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible

from the ROW line with loading equipment (that is, not behind a fence or physical obstacle) will be deemed to be on the ROW, and is to be removed.

3. The **Contractor** will remove C&D debris from the ROW as directed by the **Member College**.
4. Once the debris removal vehicle has been issued a load ticket from the **Member College's** authorized representative, the debris removal vehicle will proceed immediately to a **Member College**-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
5. All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the **Member College** or its authorized representative.
6. The **Contractor** must provide traffic control as conditions require or as directed by the **Member College**.
7. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the **Member College** or its authorized representative. The **Member College** will provide specific ROE legal and operational procedures.
8. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The **Member College** or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

### 3.5 Debris Management Site (DMS) Management and Operations

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the **Member College** prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the **Member College**.

1. Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), and other Florida state agencies such as the Florida Environmental Regulation Commission (FERC). The **Contractor** shall also be responsible for all costs associated with third-party groundwater and soil testing.
2. Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.).
3. If the alternate tonnage price schedule of this RFP is used, the **Contractor** shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the **Member College** intends to use the alternate tonnage price schedule of this RFP. The **Contractor** shall provide a sufficient number of scales meeting the **MEMBER College's** specifications to provide for the efficient delivery of waste streams without excessive wait times. The **Member College** shall decide what constitutes an excessive wait time. To the extent that **Member College** determines that additional scales are required, certified scales must be operational within five (5) business days of the **Member College's** written request, or other time frame as determined by the **Member College**.
4. The **Contractor** is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
5. The **Contractor** is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
6. The **Contractor** is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
7. The **Contractor** is responsible for providing twenty-four (24)-hour security at DMS(s).
8. The **Contractor** will only permit **Contractor** vehicles and others specifically authorized by the **Member College** or its authorized representative on DMS locations.

9. The **Contractor** is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
10. The **Contractor** is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
11. The **Contractor** is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The **Member College** will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s).
12. The **Contractor** shall provide tower(s) from which the **Member College** or its authorized representative can make volumetric load calls. The tower provided by the **Contractor** will meet required minimum specifications.
13. The **Contractor** is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and FERC guidelines.
14. Upon completion of haul-out activities, the **Contractor** shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the **Member College** or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the **Member College's** direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the **Member College**.

### 3.6 DMS Management and Reduction by Grinding

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the **Member College**. Grinding must be approved by the **Member College** prior to commencement of reduction activities.

1. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
2. The **Contractor** must obtain the **Member College's** approval to reduce C&D debris. If approved for reduction by the **Member College**, C&D debris must be reduced via grinding in order for the **Member College** to compensate the **Contractor** for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

### 3.7 DMS Management and Reduction by Incineration

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the **Member College**. Incineration must be approved by the **Member College** prior to commencement of reduction activities. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

### 3.8 Haul-out of Reduced Debris to Final Disposal Site

Work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from an **Member College**-approved DMS(s) to an **Member College**-approved final disposal site in accordance with all Local, State, and Federal regulations.

1. All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.
2. The **Contractor** shall provide the name and address of each disposal site to be used along
3. with the name and the telephone number of a responsible party for each site, prior to commencing the work.
4. The **Contractor** shall not use any disposal site without the written consent of the **Member College**. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the **Member College** prior to issuing any such authorization.
5. The **Contractor** shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the **Contractor**, and the **Member College** for permission to post a **Member College** inspector at the site for verification of each load disposed.
6. The **Contractor** shall provide a sufficient number of debris site towers and/or certified scales meeting the **Member College** specifications to provide for the efficient delivery of waste streams without excessive wait times. The **Member College** shall decide what constitutes an excessive wait time. To the extent that the **Member College** determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the **Member College's** request and certified scales must be operational within five (5) business days of the **Member College's** request or other time frame as determined by the **Member College**.
7. At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
8. The **Contractor** shall not receive any payment from the **Member College** for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the **Member College**.

### 3.9 Removal of Hazardous Leaning Trees and Hanging Limbs

Work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the **Member College** ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the **Member College** ROW will be placed in the safest possible location on the **Member College** ROW and subsequently removed in accordance with Section 3.3 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with Section 3.3 of this RFP. The **Member College** will not compensate the **Contractor** for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the **Member College** ROW, then the **Contractor** must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

1. Eligible hazardous leaning trees will be identified by the **Member College** or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the **Member College** ROW or private property will be performed as identified by the **Member College** or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the **Contractor** in writing by the **Member College** or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
  - b. The tree has a split trunk or broken branches that expose the heartwood.
  - c. The tree has fallen or been uprooted within a public use area.
  - d. The tree is leaning at an angle greater than thirty (30) degrees.
2. Eligible hazardous hanging limbs will be identified by the **Member College** or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the **Member College** ROW or private property will be performed as identified by the **Member College's** authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the **Contractor** in writing by the **Member College's** authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all the following requirements:
- a. The limb is greater than two (2) inches in diameter.
  - b. The limb is still hanging in a tree and threatening a public use area.
  - c. The limb is located on improved public property.

### 3.10 Removal of Hazardous Stumps

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the **Member College** ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the **Member College** ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 3.3 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 3.3 of this RFP. The **Member College** will not compensate the **Contractor** for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1) will be removed under the terms and conditions of Section 3.3.

- (a) Eligible hazardous stumps will be identified by the **Member College** for removal. Removal and transportation of hazardous uprooted stumps in the **Member College** ROW and private property will be performed as identified by the **Member College**. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the **Contractor** in writing by the **Member College**. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
  - i. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
  - ii. Fifty (50) percent or more of the root ball is exposed.
  - iii. The stump is on the **Member College** ROW and poses an immediate threat to public health, safety, or welfare.
- (b) Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 3.3. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 3.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1).
- (c) The **Member College** or its representative will measure and certify all stumps before removal.
- (d) Stumps shall only be collected after the **Member College** and the **Contractor** document and perform the following

- i. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
  - ii. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
  - iii. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
  - iv. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.
- (e) The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

### 3.11 Other Debris Removal Work

Neither the **Contractor** nor any sub-contractor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this **Contract**. The **Member College** reserves the right to require the **Contractor** to dismiss or remove from the project any workers as the **Member College** sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

### 3.12 Use of Local Resources

The **Contractor** will be able to use their own sub-contractor resources to meet the obligations of the contract. FEMA encourages using local resources. The **Member College's** will establish the extent to which **Contractor** must use local resources. It is expected that the awarded **Contractor** will encourage sub-Contractor resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the **Member College's** discretion.

### 3.13 Working Hours

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the **Member College**. No work outside these hours shall be allowed unless approved in advance by the **Member College**.

- (a) The **Contractor** shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the **Member College** and the **Contractor**. Unless otherwise directed, the **Contractor** must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the **Member College**:
  - i. New Year's Day
  - ii. Memorial Day
  - iii. Independence Day
  - iv. Labor Day
  - v. Thanksgiving Day

### 3.14 Debris Site Tower Specifications

The **Contractor** shall provide as many towers as designated by the **Member College** at each disposal site for the use of **Member College** representatives during their inspection of dumping operations.

- (a) If ingress and egress of the DMS(s) is of significant distance that the **Member College** or its authorized representative are unable to verify the entering and exiting trucks, then the **Contractor** may be required to provide a second tower.
- (b) The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides.
- (c) The **Contractor** shall provide a minimum of one (1) portable toilet at each dump site for the use of **Member College** authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the **Contractor** throughout dumping operations.
- (d) Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the **Member College** due to unsuitable conditions at the tower.

### 3.15 Equipment

- (a) All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- (b) Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the **Member College** or authorized representative prior to its use by the **Contractor**.
- (c) Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The **Contractor** shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the **Contractor** mix debris hauled for others with debris hauled under this contract.
- (d) Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.
- (e) Equipment used under this contract shall be rubber tired and sized properly to fit loading

conditions. Excessively large equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the **Member College**.

- (f) Hand-loaded vehicles are prohibited unless pre-authorized in writing by the **Member College** following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent reimbursement deduction for lack of compaction

### 3.16 Traffic Control

- (a) The **Contractor** shall mitigate the effects of their operations on local traffic to the fullest extent practical. The **Contractor** is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- (b) The **Contractor** shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all **Contractor** work areas to ensure the safety of vehicular and pedestrian traffic.
- (c) The **Contractor** shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- (d) All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the **Contractor**. No further work shall take place until the deficiency is corrected. Neither the **Member College** nor the **Member College's** authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- (e) Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- (f) All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the **Contractor's** compliance shall in no way relieve the **Contractor** of final responsibility for providing adequate traffic control devices for the protection of the public and **Contractor's** employees throughout the designated area.

### 3.17 Existing Utilities

- (a) Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be **Contractor's** responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The **Contractor** shall pay all such costs to the utility company for any adjustments.
- (b) The **Contractor** shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the **Contractor**.

### 3.18 Environmental Protection

- (a) All chemicals of whatever nature used during project construction or furnished for project



operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

- (g) The **Contractor** shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the **Member College**. The **Contractor** shall comply in a timely manner with all directions of the **Member College** regarding the use of a water truck or other approved dust abatement measures.
- (h) The **Contractor** shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

### 3.19 Documentation and Measurement

- (a) Prior to beginning any work, the **Member College** or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the **Member College** or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by a **Member College** authorized representative each time it returns to work from other contracts or communities.
  - 3.19.1 The **Contractor** is responsible for ensuring that all sub-contractors maintain valid driver's licenses and equipment legally fit for travel on the road.
  - 3.19.2 The **Contractor** shall designate one Project Manager. The Project Manager shall provide the **Member College** with a telephone number at which the Project Manager can be reached throughout the project.
  - 3.19.3 Load tickets will be provided by the **Member College** or its authorized representative for recording volumes of debris removal.
    - 3.19.3.1 Each load ticket shall consist of one original and four carbon-copy duplicates.
    - 3.19.3.2 Load tickets will be issued by a **Member College** authorized representative at the loading site. The **Member College** will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the **Member College** authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the **Member College** authorized representative present at the dump site. The **Member College** authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The **Member College** will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the **Contractor's** records.
    - 3.19.3.3 The **Contractor** shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the **Member College**, or other time frame as determined by **Member College**.

### 3.20 Ownership of Debris

All debris residing in the **Member College** ROW and **Member College** provided DMS(s) shall be the property of the **Member College** until final disposal at a properly permitted disposal site. The **Contractor** shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, the **Member College** will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the **Member College**. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with

the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

- (a) All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the **Member College**. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the **Contractor** shall become the property of the **Contractor** upon collection.
- (b) It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Environmental Regulation Commission (FERC) may issue orders for the classification and disposition of all disaster debris. Based on the mandates of FERC and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The **Contractor** and **Member College** will establish a final disposal plan based on these mandates.

### 3.21 Insurance

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 general aggregate limit. Coverage must include liability arising from products-completed operations and liability assumed in an insured contract; ISO endorsement CG 25 03, Designated Construction Project/per project aggregate limit; and Santa Fe College or Member College and its Board of Trustees, officers, employees, agents, and volunteers are to be included as an additional insured using ISO additional insured endorsement CG 20 38 and CG 20 37 (Completed Operations).

Commercial Auto Liability: \$1,000,000 each accident limit for bodily injury and property damage. Coverage must include all owned, leased, hired and non-owned vehicles.

Workers' Compensation: Coverage A – workers' compensation – statutory limit required and Coverage B – employers liability \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee. Contract should include waiver of subrogation in favor of Santa Fe College or Member College.

Umbrella or Excess Liability: \$1,000,000 each occurrence and annual aggregate; limit requirement could vary by project.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the Member College except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Member College]

All required insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs available to member colleges.

4.0 Pricing

Required Pricing Schedules are posted in Excel Format. See Section 2.0 Submittals, TAB 5 for explanation of pricing submittal requirements. **Note that contracts/purchase orders issued under this RFP will include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)).**

Schedule 1

**SCHEDULE 1- UNIT RATE PRICE**

| 3.2 ROW Vegetative Debris Removal |                       |                     |                         |                     |                       | Notes   |
|-----------------------------------|-----------------------|---------------------|-------------------------|---------------------|-----------------------|---|
|                                   | Price/Cubic Yard (CY) | Low Range 0-100k CY | Mid-Range 100K -500K CY | High Range 500K+ CY | Price/Ton (Alternate) | Work consists of the collection and transportation of eligible vegetative ROW or public property to a FCSRMC Member College approved debris management site (DMS) or approved final disposal site.  |
| 0 -15 miles                       |                       |                     |                         |                     |                       |   |
| 15 - 30 miles                     |                       |                     |                         |                     |                       |   |
| 31 - 60 miles                     |                       |                     |                         |                     |                       |   |
| Greater than 60 miles             |                       |                     |                         |                     |                       |   |
| 3.3 ROW C&D Debris Removal        |                       |                     |                         |                     |                       | Notes   |
|                                   | Price/Cubic Yard (CY) | Low Range 0-100k CY | Mid-Range 100K -500K CY | High Range 500K+ CY | Price/Ton (Alternate) | Work consists of the collection and transportation of eligible C&D on the ROW or public property to a FCSRMC Member College approved final disposal site.   |
| 0 -15 miles                       |                       |                     |                         |                     |                       |   |
| 15 - 30 miles                     |                       |                     |                         |                     |                       |   |
| 31 - 60 miles                     |                       |                     |                         |                     |                       |   |
| Greater than 60 miles             |                       |                     |                         |                     |                       |   |
| 3.4 DMS Management and Operations |                       |                     |                         |                     |                       | Notes   |
|                                   | Price/Cubic Yard (CY) | Low Range 0-100k CY | Mid-Range 100K -500K CY | High Range 500K+ CY | Price/Ton (Alternate) | Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS is reflected in this bid. |
| 0 -15 miles                       |                       |                     |                         |                     |                       |   |
| 15 - 30 miles                     |                       |                     |                         |                     |                       |   |
| 31 - 60 miles                     |                       |                     |                         |                     |                       |   |
| Greater than 60 miles             |                       |                     |                         |                     |                       |   |

| 3.5 DMS Management and Reduction by Grinding                                      |                       |                     |                         |                     |                       | Notes   |
|---|-----------------------|---------------------|-------------------------|---------------------|-----------------------|---|
|   | Price/Cubic Yard (CY) | Low Range 0-100k CY | Mid-Range 100K -500K CY | High Range 500K+ CY | Price/Ton (Alternate) | Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.                 |
| 0 -15 miles   |                       |                     |                         |                     |                       |   |
| 15 - 30 miles   |                       |                     |                         |                     |                       |   |
| 31 - 60 miles   |                       |                     |                         |                     |                       |   |
| Greater than 60 miles   |                       |                     |                         |                     |                       |   |
| 3.6 DMS Management and Reduction by Air Curtain Incineration                      |                       |                     |                         |                     |                       | Notes   |
|   | Price/Cubic Yard (CY) | Low Range 0-100k CY | Mid-Range 100K -500K CY | High Range 500K+ CY | Price/Ton (Alternate) | Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid. |
| 0 -15 miles   |                       |                     |                         |                     |                       |   |
| 15 - 30 miles   |                       |                     |                         |                     |                       |   |
| 31 - 60 miles   |                       |                     |                         |                     |                       |   |
| Greater than 60 miles   |                       |                     |                         |                     |                       |   |
| 3.7 Haul-out of Reduced Debris to a CONSORTIUM Member College Approved Final Site |                       |                     |                         |                     |                       | Notes   |
|   | Price/Cubic Yard (CY) | Low Range 0-100k CY | Mid-Range 100K -500K CY | High Range 500K+ CY | Price/Ton (Alternate) | Work consists of loading and transporting reduced eligible disaster related debris at a FCSRMC Member College designated final disposal site.   |
| 0 -15 miles   |                       |                     |                         |                     |                       |   |
| 15 - 30 miles   |                       |                     |                         |                     |                       |   |
| 31 - 60 miles   |                       |                     |                         |                     |                       |   |
| Greater than 60 miles   |                       |                     |                         |                     |                       |   |

| 3.8 Removal of Hazardous Leaning Trees and Hanging Limbs |             |  | Notes  |
|--|-------------|--|--|
|  | Price/Tree  |  | Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the RCSR Member College ROS for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal. |
| 6 inches to 12.99-inch diameter                          |             |  |  |
| 13 inches to 24.99 inch diameter                         |             |  |  |
| 25 inch to 36.99 inch diameter                           |             |  |  |
| 37 inch to 48.99 inch diameter                           |             |  |  |
| 49 inch and larger diameter                              |             |  |  |
| Hanger Removal (per tree)                                |             |  |  |
| 3.9 Removal of Hazardous Stumps                          |             |  | Notes  |
|  | Price/Stump |  | Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a FCSRMC Member College approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.                  |
| 24.1 inch to 36.99 inch diameter                         |             |  |  |
| 37 inch to 48.99 inch diameter                           |             |  |  |
| 49 inch and larger diameter                              |             |  |  |

**Schedule 2**

| Schedule 2 - Hourly Labor, Equipment, and Material Price Schedule |                   |
|---|-------------------|
| Equipment Type With Operator                                      | Hourly Labor Rate |
| Air Curtain Burner, Self-Contained System                         |                   |
| 50' Bucket Truck  |                   |
| Crash Truck w/Impact Attenuator                                   |                   |
| Dozer, Tracked, D3 or Equivalent                                  |                   |
| Dozer, Tracked, D4 or Equivalent                                  |                   |
| Dozer, Tracked, D5 or Equivalent                                  |                   |
| Dozer, Tracked, D8 or Equivalent                                  |                   |
| Dump Truck, 16 +/- CY   |                   |
| Dump Truck, 20 +/- CY   |                   |
| Dump Truck, 38 +/- CY   |                   |

|  |  |
|--|--|
| Generator, 5.5 kW, List kW Capacity  |  |
| Generator, 200 kW, List kW Capacity  |  |
| Generator, 2,500 kW, List kW Capacity  |  |
| Light Plant with Fuel and Support  |  |
| Grader w/12' Blade (Min. 30,000 LB)  |  |
| Hydraulic Excavator, 1.5 CY  |  |
| Hydraulic Excavator, 2.5 CY  |  |
| Knuckleboom Loader   |  |
| Lowboy Trailer w/Tractor   |  |
| Mobile Crane up to 15 Ton  |  |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)  |  |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) |  |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) |  |
| Vac Truck (Mist Capacity), List Capacity   |  |
| Pickup Truck, 1 Ton  |  |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)                        |  |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)                        |  |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)                     |  |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)                     |  |
| Tub Grinder, 800 to 1,000 HP   |  |
| Hydraulic Excavator, 1.5 cy (w/ thumb)   |  |
| Hydraulic Excavator, 2.5 cy (w/ thumb)   |  |
| Truck, Flatbed   |  |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift                          |  |
| Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)                 |  |
| Wheel Loader, 3 CY, 152 HP   |  |
| Wheel Loader, 4.0 CY, 200 HP   |  |
| Wheel Loader-Backhoe, 1.5 CY, 95 HP  |  |
| Other – Please List  |  |
|  |  |
|  |  |

| Labor Category  | Hourly Labor Rate |
|---|-------------------|
| Operations Manager w/Cell Phone and .5-ton Pickup   |                   |
| Crew Foreman w/Cell Phone and 1-ton Equipment Truck w/small tools and misc. supplies in support of crew |                   |
| Tree Climber/Chainsaw and Gear  |                   |

|  |  |
|--|--|
| Laborer w/Chain Saw                                    |  |
| Laborer w/Small Tools, Traffic Control, or Flag person |  |
| Bonded and Certified Security Personnel                |  |
| Other – Please List                                    |  |
|  |  |

| Crew Category   | Hourly Labor Rate |
|---|-------------------|
| Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools. |                   |
| Other – Please List   |                   |

# 5.0 Bidder/Proposer Contact Information

The bidder must provide a contact person to which all College communications should be directed.

**PRINT CLEARLY OR TYPE**

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

# APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

**In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:**

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

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

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_



# APPENDIX B: FEMA CERTIFICATIONS

## FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:

### DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, Santa Fe College shall have all rights and remedies against Contractor as provided by law.

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| Initials of         |
| Authorized Agent of |
| Bidder/Proposer     |

### TERMINATION RIGHTS, 2 CFR § 200.326 APPENDIX II TO PART 200 (B)

- (1) Termination for Convenience: Whenever the interests of Santa Fe College (COLLEGE) so require, COLLEGE may terminate the parties' Agreement, in whole or in part, for the convenience of the COLLEGE. COLLEGE shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by COLLEGE, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
- (2) Termination for Cause: The COLLEGE may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by COLLEGE.

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| Initials of         |
| Authorized Agent of |
| Bidder/Proposer     |

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 APPENDIX II TO PART 200 (C))

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Santa Fe College on behalf of the Florida College System Risk Management Consortium RFP #03-20C: Disaster Debris Clearance and Removal Services

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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| Initials of<br>Authorized Agent of<br>Bidder/Proposer |
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**DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 APPENDIX II TO PART 200  
(D)**

- (1) David-Bacon Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);
- (2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Government must report all suspected or reported violations to the appropriate Federal agency.

- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
- (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
  - (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
  - (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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| Initials of<br>Authorized Agent of<br>Bidder/Proposer |
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**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200  
(E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such Santa Fe College on behalf of the Florida College System Risk Management Consortium RFP #03-20C: Disaster Debris Clearance and Removal Services

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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Initials of  
Authorized Agent of  
Bidder/Proposer

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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Authorized Agent of  
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**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

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Initials of  
Authorized Agent of  
Bidder/Proposer

**ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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Initials of  
Authorized Agent of  
Bidder/Proposer

**DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)**

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor, its 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).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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**BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)**

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

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**PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322**

Santa Fe College on behalf of the Florida College System Risk Management Consortium RFP #03-20C: Disaster Debris Clearance and Removal Services

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
  
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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**AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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**ACCESS TO RECORDS**

- (1) Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
  
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

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**SEAL, LOGO AND FLAGS**

Contractor shall not use the U.S. Department of Homeland Security’s seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security’s agency officials without specific FEMA preapproval.

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**COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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**NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

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**PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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**TIME AND MATERIALS**

Any time and materials contract must include a ceiling price that the Bidder/Offeror exceeds at its own risk. The Bidder/Offeror also agrees for Bidder/Offeror to assert a high degree of oversight in order to obtain reasonable assurance that the Bidder/Offeror is using efficient methods and effective cost controls, and Bidder/Offeror agrees to fully cooperate with such oversight measures. 2 CFR§ 200.318(j)(1).

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### **NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS**

Bidder/Offeror acknowledges that Bidder/Offeror was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

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### **“COST PLUS A PERCENTAGE OF COST” CONTRACTS PROHIBITED**

“Cost plus a percentage of cost” or “percentage of construction cost” forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d).

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### **BONDING REQUIREMENTS**

In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of Santa Fe College or other FCSRMC member college provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.



- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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ATTACHMENT 1

**Stump Conversion Table**

**Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

| Stump Diameter (Inches) | Debris Volume (Cubic Yards) | Stump Diameter (Inches) | Debris Volume (Cubic Yards) |
|-------------------------|-----------------------------|-------------------------|-----------------------------|
| 6                       | 0.3                         | 46                      | 15.2                        |
| 7                       | 0.4                         | 47                      | 15.8                        |
| 8                       | 0.5                         | 48                      | 16.5                        |
| 9                       | 0.6                         | 49                      | 17.2                        |
| 10                      | 0.7                         | 50                      | 17.9                        |
| 11                      | 0.9                         | 51                      | 18.6                        |
| 12                      | 1                           | 52                      | 19.4                        |
| 13                      | 1.2                         | 53                      | 20.1                        |
| 14                      | 1.4                         | 54                      | 20.9                        |
| 15                      | 1.6                         | 55                      | 21.7                        |
| 16                      | 1.8                         | 56                      | 22.5                        |
| 17                      | 2.1                         | 57                      | 23.3                        |
| 18                      | 2.3                         | 58                      | 24.1                        |
| 19                      | 2.6                         | 59                      | 24.9                        |
| 20                      | 2.9                         | 60                      | 25.8                        |
| 21                      | 3.2                         | 61                      | 26.7                        |
| 22                      | 3.5                         | 62                      | 27.6                        |
| 23                      | 3.8                         | 63                      | 28.4                        |
| 24                      | 4.1                         | 64                      | 29.4                        |
| 25                      | 4.5                         | 65                      | 30.3                        |
| 26                      | 4.8                         | 66                      | 31.2                        |
| 27                      | 5.2                         | 67                      | 32.2                        |
| 28                      | 5.6                         | 68                      | 33.1                        |
| 29                      | 6                           | 69                      | 34.1                        |
| 30                      | 6.5                         | 70                      | 35.1                        |
| 31                      | 6.9                         | 71                      | 36.1                        |
| 32                      | 7.3                         | 72                      | 37.2                        |
| 33                      | 7.8                         | 73                      | 38.2                        |
| 34                      | 8.3                         | 74                      | 39.2                        |
| 35                      | 8.8                         | 75                      | 40.3                        |
| 36                      | 9.3                         | 76                      | 41.4                        |
| 37                      | 9.8                         | 77                      | 42.5                        |
| 38                      | 10.3                        | 78                      | 43.6                        |
| 39                      | 10.9                        | 79                      | 44.7                        |
| 40                      | 11.5                        | 80                      | 45.9                        |
| 41                      | 12                          | 81                      | 47                          |
| 42                      | 12.6                        | 82                      | 48.2                        |
| 43                      | 13.3                        | 83                      | 49.4                        |
| 44                      | 13.9                        | 84                      | 50.6                        |
| 45                      | 14.5                        |                         |                             |